

**REQUEST FOR PROPOSALS
FOR**

Job Skills and Adult Education Basics
Program Delivery and Curriculum Development

Issued on March 10, 2016 by:

New York State Governor’s Office of Employee Relations (GOER)
NYS & CSEA Partnership for Education and Training (Partnership)
Corporate Plaza East – Suite 502
240 Washington Avenue Extension
Albany, NY 12203

Schedule of Key Events

RFP Release DateMarch 10, 2016
Written Questions DueMarch 24, 2016
Response to Written Questions.....March 31, 2016
Deadline to Submit Notice of Intent to Bid (optional) April 7, 2016
Proposal Due Date April 22, 2016
Selection Review Begins..... April 25, 2016
Project/Contract Start DateAugust 15, 2016

Designated Contact(s) during Restricted Period (This date forward only contact the following):

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A. INTRODUCTION

1. Purpose of the Request for Proposals

The intent of this Request for Proposals (RFP) is to secure the services of consultants who can assist the New York State Governor's Office of Employee Relations (GOER) and the NYS & CSEA Partnership for Education and Training (Partnership) by providing Program Delivery (classroom instruction and webinar delivery) and Curriculum Development services in the areas of Job Skills and Adult Education Basics (AEB) training programs. The services sought will support the Partnership in providing education, training, and related services to NYS agencies and employees who are represented by the Civil Service Employees Association (CSEA), Inc.

Because the Partnership is a jointly-funded program of NYS and CSEA, selected consultants must demonstrate sensitivity to the balance of labor and management interests and perspectives in any given area.

The Partnership views the overall education and training function as a process involving four major stages:

- Needs Assessment
- Curriculum Development
- Training Delivery
- Course Evaluation

The Partnership provides oversight and coordination for all four stages and relies on consultant resources to provide program delivery and curriculum development as needed.

Ideally, bidders should possess knowledge and experience in all four stages of the process. Bidders should have a working knowledge and understanding of needs assessment and course evaluation because they may be asked to administer these functions as part of program delivery or curriculum development.

The Partnership's primary need is for Subject Matter Experts (SMEs) capable of delivering and developing programs for Job Skills and AEB courses.

The course categories that the Partnership offers are listed in Attachment 6 (pages 107-109) and Attachment 7 (pages 110-111).

Depending on bidder expertise, bidders may bid on as many course categories as desired as long as they meet the selection criteria outlined in Parts B and C. Bidders indicating expertise in more than one course category will be considered in each category separately.

The services being requested are fully described in Parts B and C of this RFP. Based on a best value method of award, one which optimizes quality, cost and efficiency, among responsive and responsible Bidders, GOER and the Partnership may identify up to five successful bidders per course category for each program (Job Skills and/or Adult Education Basics) under each function, (Program Delivery and/or Curriculum Development) resulting in one contract per successful bidder for all course categories awarded.

The term of the contract will be defined in the Contract Agreement, but is anticipated to begin August 15, 2016 and end on August 14, 2021 and will reflect an amount anticipated to be made available to the contractor over the total contract term.

2. Description of the Partnership and GOER

The purpose of the Partnership is to support the implementation of several articles of the negotiated agreements between NYS, as represented by GOER, and the State's largest public employee union, CSEA. The Partnership's mission is to provide, through labor-management cooperation, programs and services for CSEA-represented NYS employees and agencies that promote:

- Increased career mobility, workplace safety and health, and job satisfaction;
- A highly-skilled, motivated, and productive workforce committed to excellence in public service; and
- Effective labor-management relationships between State and CSEA representatives.

The Partnership works directly with NYS agency managers and CSEA leaders at all levels in state agencies and facilities to assess specific program and service needs; design and deliver education programs and training courses; and evaluate program efforts. Selected contractors will work closely with Partnership staff to provide Program Delivery and Curriculum Development for CSEA-represented NYS employees.

Additional information about the Governor's Office of Employee Relations can be found at <http://www.goer.ny.gov/>. Additional information about the NYS & CSEA Partnership for Education and Training can be found at <http://www.nyscseapartnership.org>.

3. Description of Population Served

The New York State workforce is distributed across approximately 60 state agencies, geographically spread throughout New York State. The workforce is extremely diverse with respect to educational backgrounds, job skills and specialties, and demographics. Multiple public employee unions represent approximately 94% of the workforce, with the greatest portion represented by CSEA. Approximately 67,000 NYS employees represented by CSEA are grouped into four bargaining units:

- The Administrative Services Unit (ASU) employees who primarily perform general office and program support functions;
- The Institutional Services Unit (ISU) employees who primarily perform direct care and client service functions within State institutions and community residences;
- The Operational Services Unit (OSU) employees who primarily operate and maintain the State's physical facilities; and
- The Division of Military and Naval Affairs (DMNA) employees who primarily maintain the NYS armories and National Guard bases.

Education and training for these employees is usually delivered at agency worksites during traditional working hours. However, in order to accommodate shift and weekend requirements, courses may be scheduled at other times and places. Program delivery may occur at a worksite as a result of a mutual request from labor and management to address a specific worksite need. Courses are also available to employees through a published schedule of course offerings that permits them to address their individual work-related training needs.

4. GOER Responsibilities

GOER will oversee the implementation of the contract(s) resulting from this RFP. Partnership staff will maintain primary communication with the consultant(s)/bidder(s) chosen and will manage scheduling responsibilities with the consultant(s)/bidder(s) selected. Funding for the activities outlined in this RFP will come from the collective bargaining agreements between New York State and CSEA.

B. JOB SKILLS PROGRAM: DESCRIPTION OF SERVICES SOUGHT AND REQUIREMENTS

The Partnership is seeking to hire consultants to provide Job Skills Program Delivery and Curriculum Development in one or more course categories. Bidders should submit one Technical Proposal for each course category being bid using the Template for Proposal Submission, Attachment 10, for Job Skills Program Delivery and/or Curriculum Development.

For all bids, for the Job Skills Program (Part B) bidders should submit only one Cost Proposal for Program Delivery and/or Curriculum Development using the Contractor Cost Information, GOER Form # ADM-30, Attachment 8. Bidders should refer to the Time Allotment for Completion of Curriculum Development Projects, Attachment 11, when completing their Cost Proposal for Curriculum Development.

To further clarify, for the Jobs Skills Program there should be only one daily rate provided for all course categories related to Program Delivery and only one daily rate for

all course categories related to Curriculum Development. Additionally, if bidding on both the Job Skills Program (Part B) and the Adult Education Basics Program (Part C) only one ADM-30 should be submitted.

1. Job Skills Program Courses

The Job Skills program courses provide a variety of half-day (three hours), one-day (six hours), and multiple-day training classes and one to one and a half hour webinars in the following categories. A list of course categories under Job Skills and examples of these courses can be found in Attachment 6, pages 107-109.

- Computer Skills
- Individual Development
- Interpersonal Communication
- Language Skills
- Math Skills
- Safety and Health
- Work Management
- Writing Skills

The courses in these categories address a wide range of workplace issues and workforce development needs. Job Skills training courses provide practical, relevant information and techniques to help employees effectively manage responsibilities at work and at home. The courses in these categories combine lecture with hands-on practical applications to give employees the opportunity to learn new skills or enhance existing ones.

The goal of Job Skills training is to refine existing skills and achieve competency in four foundational areas: professionalism and self-management; reading and locating information; communication and interpersonal relations; and critical thinking and problem solving. These foundational areas are comprised of a series of job-based skills all employees need in order to succeed across a wide variety of occupations. Job Skills training prepares employees for the challenges of their current jobs while laying a foundation for future opportunities.

Some Job Skills courses are delivered via webinar. In this delivery method, the instructor is in a separate location from course participants. Course participants are also in separate locations from each other. The instructor and participants are connected via telephone line and Internet connection. From their respective computers, an instructor conducts the training and participants interact with the instructor and with each other through a variety of webinar tools, including chat box, whiteboard, raised hand, and polling functions. In addition, the Partnership has a team of webinar hosts who provide technical assistance and support to instructors and participants before, during, and after webinar training delivery.

2. Description of Job Skills Program Delivery Expertise

This section describes the subject matter expertise and training delivery knowledge, skills, and experience the Partnership has identified that bidders should possess in order to be considered for selection.

Bidders may submit proposals for Job Skills Program Delivery in as many course categories as appropriate (see Attachment 6 for course categories and examples of courses in each category).

The Program Delivery function requires a full range of instructional expertise in order to provide high-quality adult education and training. This includes subject matter expertise as well as experience creating effective learning environments. The Partnership defines this range of expertise along these guidelines:

- The learning environment is learner-centered: The instructor fosters an environment in which learners' prior knowledge and background are acknowledged, valued, and leveraged for learning new concepts and skills. The instructor helps the learners use their interests, beliefs, and attitudes to create more formal ways of thinking about the subject matter.
- The instruction is knowledge-centered: Learners are engaged in practicing skills or learning concepts in an active way, by using subject area-specific terminology, practicing relevant procedures or processes, creating materials for or within that discipline, and/or generating artifacts from their experience in the subject area. Instructors are subject matter experts who guide learners to the achievement of new knowledge rather than dictating information to be memorized.
- The learning experience is community-centered: Learners are encouraged and required to collaborate and engage with one another and to a certain extent feel responsibility for one another; learners feel safe enough in the environment of their peers that they are comfortable taking risks or making mistakes as part of their learning. The instructor is supportive in responding to misconceptions or errors in thinking, using one or more learners' mistakes as an integral part of the learning process for all.
- The instruction is assessment-centered: Learners receive ongoing, formative feedback from the instructor throughout their time in the class, in order to allow them to progress, grow, and change; students engage in peer and self-assessments; and/or create a portfolio of work which is assessed by their peers and revised as it develops as well as when it is completed. The instructor is engaged in providing feedback throughout the course and offers ways for learners to use that feedback to improve their performance and their summative/cumulative grades or scores.

The Partnership expects the bidder to identify work experience relevant to these guidelines.

3. Selection Criteria and Requirements for Job Skills Program Delivery

Bidders please note: Mandatory selection criteria notated as “the proposal must” or “bidders must provide” or “Mandatory Requirement” must be included in each proposal for each course category being bid. Failure to address each mandatory requirement will eliminate the proposal from further review.

A proposal that passes the initial screening for mandatory requirements will be further evaluated and rated based on:

- the adequacy and extent to which the technical proposal fully addresses the requirements;
- how detailed, well-organized, well-written, and complete the proposal is;
- the relevant experience and expertise of the bidder’s firm and its ability to provide the services being sought; and
- the qualifications and expertise of key personnel.

Requirements that are not mandatory are notated as “the proposal is expected to” or “bidders are expected to” or “Required” in this RFP and are viewed as *deliverables* that the selected bidder must satisfy as part of the awarded contract resulting from this RFP.

Selection criteria that are notated as “it is desired that the proposal will” or “Optional” are not required, however, if provided additional points may be given.

a. Bidder Capability:

Bidders are expected to describe their firm’s ability to deliver half-day, one-day, and multiple-day classes on dates, times, and locations mutually agreed to by the Partnership, consultant, and agency worksite. Program delivery occurs at various locations throughout New York State using course materials provided by the Partnership. Proposals are expected to describe the professional teaching expertise and qualifications of proposed staff assigned to the project.

The proposal is expected to:

- 1) Provide a comprehensive description of the bidder’s firm and its proposed staff indicating the ability to deliver the training programs for each course category being bid. Include a list of the bidder's proposed staff assigned to program delivery, describe their teaching experience, and provide resumes for proposed staff. **Required**

- 2) Describe the bidder's firm's ability to deliver multiple classroom-based and webinar course offerings at various locations throughout New York State. If the bidder's firm has geographic limitations, please provide these. **Required**

It is desired that the proposal will:

- 3) Provide evidence of experience consistent with excellence in service in teaching for the bidder's firm, e.g., include awards, ratings, evaluations, or other evidence of distinction in the training field. **Optional**

b. Subject Matter Expertise (within the last 5 years):

Bidders are expected to describe their staff's knowledge of each course category in which they are bidding.

The proposal is expected to:

- 1) Provide a comprehensive description of proposed staff's knowledge and qualifications to teach courses in each course category being bid. **Required**
- 2) Provide a description of relevant additional background and experience of the proposed staff in the course category being bid. **Required**
- 3) List the number of years or months of experience of the proposed staff for each course category being bid. **Required**

c. Adult Learner Teaching Expertise (within the last 5 years):

Bidders are expected to describe their proposed staff's experience teaching adult learners in each category in which they are bidding. Bidders are expected to describe their staff's knowledge and experience with instructional techniques including, but not limited to, use of case studies, role plays, small group discussion and facilitation, demonstrations, simulations, and direct lecture presentations.

The proposal is expected to:

- 1) Describe each teacher's experience working with adult learners in an educational environment. **Required**
- 2) Include a list of classroom-based and webinar courses delivered by proposed staff to adult learners for each course category being bid. Include specific instances of what, where, and when training delivery occurred. **Required**

- 3) Describe each teacher's experience working with various learning styles and preferences, e.g., expertise in or use of multi-sensory, multi-modal and/or interactive teaching techniques. **Required**
- 4) List the proposed staff(s) years or months of relevant experience teaching adult learners for each course category being bid. **Required**

d. Experience with Similar Employers and Employees (within the last 5 years):

Bidders are requested to describe their experience in serving clients similar to New York State, e.g., other public employers; large, multi-site employers; unionized employee populations; or culturally diverse employee populations.

It is desired that the proposal will:

- 1) List and describe educational program delivery experience with New York State government or other public employers. **Optional**
- 2) List and describe educational program delivery experience with other large multi-site employers. **Optional**
- 3) List and describe educational program delivery experience with other unionized employee populations deemed relevant. **Optional**

e. Use of Technology in Program Delivery:

- 1) Bidders are expected to provide all appropriate equipment the Partnership deems necessary for classroom training, including hardware (laptop computers, speakers, and LCD projectors) and software (Microsoft Office version 2010 or greater). LCD projectors allow slide shows to be viewed by classroom participants. All equipment must be in good working order and meet any additional specifications identified by the Partnership in advance of program delivery. **Required**
- 2) Bidders are expected to be proficient in the use of all appropriate equipment and technology the Partnership deems necessary for classroom training, including the use of hardware, software, multi-media presentations and Internet navigation and use. **Required**
- 3) Bidders are expected to facilitate learning using appropriate technology in either webinar or classroom environments. **Required**

Selected contractors must comply with the New York State Information Technology Policy No. NYS-P14-001, Acceptable Use of Information Technology (IT) Resources

http://its.ny.gov/sites/default/files/documents/acceptable_use_policy_0.pdf

which prohibits connecting unapproved devices to the State network or any State information technology resource.

Technology used in program delivery in classroom training is such that a laptop and projector are connected to electrical outlets only and not to State networks.

For classroom training: The Partnership emails or sends on a CD a PowerPoint slideshow for a course to a consultant who copies/saves the PowerPoint slideshow on their laptop's hard drive. When the consultant arrives at a training site, they connect their laptop to their projector and then plug both devices into an electrical outlet to play the slideshow. There is no need for a consultant to connect to a state agency's network or to the Internet.

For webinar training: Consultants typically deliver webinars from the Partnership's office using state-owned equipment issued to the Partnership. Occasionally, a consultant will deliver a webinar from their home/office using their personal equipment. The Partnership's webinar host sends an email to the consultant and to the participating employees with a link to the webinar/slideshow and related handouts. The consultant and the participating employees access the webinar through WebEx software through their respective connections to the Internet and phone lines.

f. Adequacy of Proposal:

The Partnership will evaluate and rate proposals on the adequacy and extent to which they fully address the needs as described in Part B. Job Skills Program: Description of Services Sought and Requirements. Incomplete and inadequate responses will result in a lower score or may be deemed unacceptable.

g. Clarity of Proposal:

The Partnership will evaluate and rate proposals on how detailed, well-organized, well-written, and complete they are. Lack of clarity or failure to follow the Process for Proposal Submission described in Part E, pages 34-38 will result in a lower score or a proposal being deemed unacceptable.

4. Description of Job Skills Program Curriculum Development Expertise

This section describes the selection criteria regarding the subject matter expertise and curriculum development knowledge, skills, and experience the Partnership has identified that bidders should possess to be considered for selection.

Bidders may submit proposals for Job Skills Program Curriculum Development in as many course categories as appropriate (see Attachment 6 for course categories and examples of courses in each category).

Curriculum development expertise focuses on the full range of skills required to develop and design high-quality, interactive, effective education and training programs for Job Skills courses. These skills include excellent written communication, knowledge of adult learning theory and application, subject matter expertise in the course categories, and familiarity with current trends in curriculum development and instructional design.

The Partnership's process for curriculum development encourages the design of learner-centered course content, meaning that we emphasize the accountability and autonomy of our learners; we seek to value their attitudes, beliefs and prior knowledge and experience. Our courses are designed to promote choice and empower learners by offering some decision-making power over how they will learn, providing opportunities for learners to generate content, and by planning our curriculum so that at least half or more of the training/teaching time is spent on learner activities.

The Partnership expects the bidder to identify work experience relevant to developing curriculum with the following characteristics.

- Designed to be experiential in nature, promoting practice and application of skills over rote memorization of content;
- Aligned with specific audience needs and job-relatedness;
- Organized into manageable, sequential sections with increasing complexity and appropriate transitions;
- Structured to have course and unit-level objectives correspond directly with work-related competencies and tasks, for practice in and beyond the classroom;
- Contextualized with job-related, reality-based settings and situations in order to increase transfer of skills to the workplace;
- Created to assist with development of critical skills needed to achieve foundational competency in four primary areas: professionalism and self-management; reading and locating information; communication and interpersonal relations; and critical thinking and problem solving.

Bidders must provide, as part of their proposal, one (1) sample of curriculum they have developed for each Curriculum Development course category being bid. Mandatory Requirement

Bidders selected will provide advice, consultation, and course development and revision work as may be requested by the Partnership and mutually agreed upon between the Partnership and the consultant.

Bidders selected will design and develop curricula in accordance with the guidelines and format prescribed by the Partnership. Curriculum development activities include

creating and writing instructor and participant manuals; designing slideshows; providing instructor references and answer keys; developing learning materials including job aids; and preparing pre- and post-course assessment instruments. Bidders selected may revise existing curricula, modify content, and/or change format from classroom-based instruction to webinar and video with the Partnership's permission.

All documents created or prepared under this contract must be in compliance with the GOER/LMC Copyright Policy found in Attachment 3. The consultant must comply with copyright law at all times. The consultant process for requesting copyright permission is included in Attachment 3. The curriculum and all other materials developed by the consultant will become the property of the Partnership and New York State.

5. Selection Criteria and Requirements for Job Skills Program Curriculum Development

Bidders please note: Mandatory selection criteria notated as “the proposal must” or “bidders must provide” or “Mandatory Requirement” must be included in each proposal for each course category being bid. Failure to address each mandatory requirement will eliminate the proposal from further review.

A proposal that passes the initial screening for mandatory requirements will be further evaluated and rated based on:

- the adequacy and extent to which the technical proposal fully addresses the requirements;
- how detailed, well-organized, well-written, and complete the proposal is;
- the relevant experience and expertise of the bidder's firm and its ability to provide the services being sought; and
- the qualifications and expertise of key personnel.

Requirements that are not mandatory are notated as “the proposal is expected to” or “bidders are expected to” or “Required” in this RFP and are viewed as *deliverables* that the selected bidder must satisfy as part of the awarded contract resulting from this RFP.

Selection criteria that are notated as “it is desired that the proposal will” or “Optional” are not required, however, if provided additional points may be given.

a. Bidder Capability:

Bidders are expected to describe their firm's ability to develop and revise Job Skills program curricula for classroom-based instruction and webinars. Proposals are expected to describe the professional expertise and qualifications of proposed staff assigned to the project.

The proposal is expected to:

- 1) Provide a comprehensive description of the bidder's firm and the proposed curriculum development staff indicating the ability to develop courses for each course category being bid. Include a list of the bidder's proposed staff assigned to curriculum development, describe their curriculum development experience, and provide resumes for proposed staff. **Required**
- 2) Describe the bidder's firm's ability to develop course curricula for classroom-based instruction and webinars. **Required**

It is desired that the proposal will:

- 3) Provide evidence of experience consistent with excellence in service in curriculum development for the bidder's firm, e.g., include awards, ratings, evaluations, or other evidence of distinction. **Optional**

b. Subject Matter Expertise (within the last 5 years):

Bidders are expected to describe their curriculum development staff's knowledge of each course category in which they are bidding.

The proposal is expected to:

- 1) Provide a comprehensive description of proposed staff's knowledge and qualifications to develop courses in each course category being bid. **Required**
- 2) Provide a description of relevant additional background and experience of the proposed staff in the course category being bid. **Required**
- 3) List the number of years or months of experience of the proposed staff for each course category being bid. **Required**

c. Curriculum Development Expertise (within the last 5 years):

Bidders are expected to describe their proposed curriculum development staff's experience in designing courses in each course category in which they are bidding.

The proposal is expected to:

- 1) Describe each proposed curriculum developer's experience in designing courses in each course category being bid. **Required**
- 2) Describe previously completed work that reflects knowledge and experience of the principles of sound curriculum design and development. **Required**

- 3) Include a list of classroom-based and webinar courses for each course category being bid that were developed by proposed curriculum development staff for adult learners. Include specific instances of what, where, and when curriculum development occurred. **Required**

The proposal must:

- 4) Provide one (1) sample of curriculum in hard copy and one (1) copy on CD ROM that the bidder's firm has developed for each course category being bid. **Mandatory Requirement**

d. Adult Learner Expertise (within the last 5 years):

Bidders are expected to describe their proposed staff's knowledge and experience with developing high-quality, learner-centered curriculum for adult learner audiences.

The proposal is expected to:

- 1) Describe relevant course development expertise of proposed staff for classroom education and teaching for adult learners. **Required**
- 2) Describe relevant experience for proposed staff in developing education and teaching programs for adult learners for delivery via webinar. **Required**
- 3) Describe each proposed curriculum developer's experience working with various learning styles and preferences, e.g., expertise in or use of multi-sensory, multi-modal, and/or interactive teaching techniques. **Required**
- 4) List the proposed staff(s) years or months of relevant experience in developing curricula for adult learners for each course category being bid. **Required**

e. Experience with Similar Employers and Employees (within the last 5 years):

Bidders are requested to describe their proposed staff's experience in serving clients similar to New York State, e.g., other public employers; large, multi-site employers; unionized employee populations; and culturally diverse employee populations.

It is desired that the proposal will:

- 1) List and describe curriculum development experience within New York State government or other public employers. **Optional**

2) List and describe curriculum development experience with other large multi-site employers. **Optional**

3) List and describe curriculum development experience with other unionized employee populations deemed relevant. **Optional**

f. Adequacy of Proposal:

The Partnership will evaluate and rate proposals on the adequacy and extent to which they fully address the needs as described in Part B. Job Skills Program: Description of Services Sought and Requirements. Incomplete and inadequate responses will result in a lower score or may be deemed unacceptable.

g. Clarity of Proposal:

The Partnership will evaluate and rate proposals on how detailed, well-organized, well-written, and complete they are. Lack of clarity or failure to follow the Process for Proposal Submission described in Part E, pages 34-38 will result in a lower score or a proposal being deemed unacceptable.

C. ADULT EDUCATION BASICS (AEB) PROGRAM: DESCRIPTION OF SERVICES SOUGHT AND REQUIREMENTS

The Partnership is seeking to hire consultants to provide Adult Education Basics (AEB) Program Delivery and Curriculum Development in one or more course categories. Bidders should submit one Technical Proposal for each course category being bid using the Template for Proposal Submission, Attachment 10, for AEB Program Delivery and/or Curriculum Development.

For all bids, for the Adult Education Basics Program (Part C), bidders should submit only one Cost Proposal for Program Delivery and/or Curriculum Development using the Contractor Cost Information, GOER Form # ADM-30, Attachment 8. Bidders should refer to the Time Allotment for Completion of Curriculum Development Projects, Attachment 11, when completing their Cost Proposal for Curriculum Development.

To further clarify, for the Adult Education Basics Program there should be only one daily rate provided for all course categories related to Program Delivery and only one daily rate for all course categories related to Curriculum Development. Additionally, if bidding on both the Job Skills Program (Part B) and the Adult Education Basics Program (Part C) only one ADM-30 should be submitted.

1. Adult Education Basics (AEB) Program Courses

AEB courses provide a variety of multiple-day adult education classes, often offered one day (six (6) hours) per week for multiple weeks (ranging from four (4) weeks to 12 weeks

total), in the following categories. A description of course categories under AEB and examples of these courses can be found in Attachment 7, pages 110-111.

- Basic Education Skills
- English Language Skills
- Math Skills
- Reading Skills
- Writing Skills
- Writing Skills: Creative Writing

AEB learners have unique personal and educational challenges. These challenges include a lack of basic educational opportunities, being born into poverty, or being part of an immigrant population that may not have received any or only a part of their education in the United States. In addition, a number of AEB learners may not have completed high school or do not have a High School Equivalency (HSE, formerly GED) diploma.

AEB learners may be adults raising families who, if offered overtime at their worksites, will invariably opt for the extra compensation and not attend class, resulting in fluctuating class attendance. However, many have strong personal motivation to attend classes and to improve the quality of their lives and that of their families. They bring into the classroom their life experiences and diverse world views which, if drawn upon, can contribute to a rich learning experience. Consultants teaching AEB courses must have an appreciation for the cultural and educational diversity among the students who participate as well as the willingness to understand the personal challenges they face.

Placement into AEB courses is based on the results of an individual assessment taken by each employee who identifies a need or expresses interest in the program. Employees are assessed and placed into courses based on their academic needs in one or more areas (reading, writing, math, or language). The goal of the AEB program is to cultivate an individual employee's confidence and enhance their self-esteem by removing barriers to education and eliminating stigmas traditionally associated with poor academic performance. The AEB program helps employees achieve the basic skills necessary to meet both job and life requirements, improve work performance, acquire everyday life skills, and prepare for college-level courses or other educational pursuits.

2. Description of Adult Education Basics (AEB) Program Delivery Expertise

This section describes the selection criteria regarding the subject matter expertise and training delivery knowledge, skills, and experience the Partnership has identified that bidders should possess in order to be considered for selection.

Bidders may submit proposals for AEB Program Delivery in as many course categories as appropriate (see Attachment 7 for course categories and examples

of courses in each category).

The Program Delivery function requires a full range of instructional expertise in order to provide high-quality adult education and training. This includes subject matter expertise as well as experience creating effective learning environments. The Partnership defines this range of expertise along these guidelines:

- The learning environment is learner-centered: The instructor fosters an environment in which learners' prior knowledge and background are acknowledged, valued, and leveraged for learning new concepts and skills. The instructor helps the learners use their interests, beliefs, and attitudes to create more formal ways of thinking about the subject matter.
- The instruction is knowledge-centered: Learners are engaged in practicing skills or learning concepts in an active way, by using subject area-specific terminology, practicing relevant procedures or processes, creating materials for or within that discipline, and/or generating artifacts from their experience in the subject area. Instructors are subject matter experts who guide learners to the achievement of new knowledge rather than dictating information to be memorized.
- The learning experience is community-centered: Learners are encouraged and required to collaborate and engage with one another and to a certain extent feel responsibility for one another; learners feel safe enough in the environment of their peers that they are comfortable taking risks or making mistakes as part of their learning. The instructor is supportive in responding to misconceptions or errors in thinking, using one or more learners' mistakes as an integral part of the learning process for all.
- The instruction is assessment-centered: Learners receive ongoing, formative feedback from the instructor throughout their time in the class, in order to allow them to progress, grow, and change; students engage in peer and self-assessments; and/or create a portfolio of work which is assessed by their peers and revised as it develops as well as when it is completed. The instructor is engaged in providing feedback throughout the course and offers ways for learners to use that feedback to improve their performance and their summative/cumulative grades or scores.

The Partnership expects the bidder to identify work experience relevant to these guidelines.

3. Selection Criteria and Requirements for Adult Education Basics (AEB) Program Delivery

Bidders please note: Mandatory selection criteria notated as “the proposal must” or “bidders must provide” or “Mandatory Requirement” must be included in each proposal

for each course category being bid. Failure to address each mandatory requirement will eliminate the proposal from further review.

A proposal that passes the initial screening for mandatory requirements will be further evaluated and rated based on:

- the adequacy and extent to which the technical proposal fully addresses the requirements;
- how detailed, well-organized, well-written, and complete the proposal is;
- the relevant experience and expertise of the bidder's firm and its ability to provide the services being sought; and
- the qualifications and expertise of key personnel.

Requirements that are not mandatory are notated as "the proposal is expected to" or "bidders are expected to" or "Required" in this RFP and are viewed as *deliverables* that the selected bidder must satisfy as part of the awarded contract resulting from this RFP.

Selection criteria that are notated as "it is desired that the proposal will" or "Optional" are not required, however, if provided additional points may be given.

a. Bidder Capability:

Bidders are expected to describe their firm's ability to deliver half-day, one-day, and multiple-day classes on dates, times, and locations mutually agreed to by the Partnership, consultant, and agency worksite. Program delivery occurs at various locations throughout New York State using course materials provided by the Partnership. Proposals are expected to describe the professional teaching expertise and qualifications of proposed staff assigned to the project.

The proposal is expected to:

- 1) Provide a comprehensive description of the bidder's firm and its proposed staff indicating the ability to deliver the training programs for each course category being bid. Include a list of the bidder's proposed staff assigned to program delivery, describe their teaching experience, and provide resumes for proposed staff. **Required**
- 2) Describe the bidder's firm's ability to deliver multiple classroom-based and webinar course offerings at various locations throughout New York State. If the bidder's firm has geographic limitations, please provide these. **Required**

It is desired that the proposal will:

- 3) Provide evidence of experience consistent with excellence in service in teaching for the bidder's firm, e.g., include awards, ratings, evaluations, or other evidence of distinction in the training field. **Optional**

b. Subject Matter Expertise (within the last 5 years):

Bidders are expected to describe their staff's knowledge of each course category in which they are bidding.

The proposal is expected to:

- 1) Provide a comprehensive description of proposed staff's knowledge and qualifications to teach courses in each course category being bid. **Required**
- 2) Provide a description of relevant additional background and experience of the proposed staff in the course category being bid. **Required**
- 3) List the number of years or months of experience of the proposed staff for each course category being bid. **Required**

c. Adult Learner Teaching Expertise (within the last 5 years):

Bidders are expected to describe their proposed staff's experience teaching adult learners in each category in which they are bidding. Bidders are expected to describe their staff's knowledge and experience with instructional techniques including, but not limited to, use of case studies, role plays, small group discussion and facilitation, demonstrations, simulations, and direct lecture presentations.

The proposal is expected to:

- 1) Describe each teacher's experience working with adult learners in an educational environment. **Required**
- 2) Include a list of classroom-based and webinar courses delivered by proposed staff to adult learners for each course category being bid. Include specific instances of what, where, and when training delivery occurred. **Required**
- 3) Describe each teacher's experience working with various learning styles and preferences, e.g., expertise in or use of multi-sensory, multi-modal and/or interactive teaching techniques. **Required**
- 4) List the proposed staff(s) years or months of relevant experience teaching adult learners for each course category being bid. **Required**

d. Experience with Similar Employers and Employees (within the last 5 years):

Bidders are requested to describe their experience in serving clients similar to New York State, e.g., other public employers; large, multi-site employers; unionized employee populations; or culturally diverse employee populations.

It is desired that the proposal will:

- 1) List and describe educational program delivery experience with New York State government or other public employers. **Optional**
- 2) List and describe educational program delivery experience with other large multi-site employers. **Optional**
- 3) List and describe educational program delivery experience with other unionized employee populations deemed relevant. **Optional**

e. Use of Technology in Program Delivery:

- 1) Bidders are expected to provide all appropriate equipment the Partnership deems necessary for classroom training, including hardware (laptop computers, speakers, and LCD projectors) and software (Microsoft Office version 2010 or greater). LCD projectors allow slideshows to be viewed by classroom participants. All equipment must be in good working order and meet any additional specifications identified by the Partnership in advance of program delivery. **Required**
- 2) Bidders are expected to be proficient in the use of all appropriate equipment and technology the Partnership deems necessary for classroom training, including the use of hardware, software, multi-media presentations and Internet navigation and use. **Required**
- 3) Bidders are expected to facilitate learning using appropriate technology in either webinar or classroom environments. **Required**

Selected contractors must comply with the New York State Information Technology Policy No. NYS-P14-001, Acceptable Use of Information Technology (IT) Resources

http://its.ny.gov/sites/default/files/documents/acceptable_use_policy_0.pdf

which prohibits connecting unapproved devices to the State network or any State information technology resource.

Technology used in program delivery in classroom training is such that a laptop and projector are connected to electrical outlets only and not to State networks.

For classroom training: The Partnership emails or sends on a CD a PowerPoint slideshow for a course to a consultant who copies/saves the PowerPoint

slideshow on their laptop's hard drive. When the consultant arrives at a training site, they connect their laptop to their projector and then plug both devices into an electrical outlet to play the slideshow. There is no need for a consultant to connect to a state agency's network or to the Internet.

For webinar training: Consultants typically deliver webinars from the Partnership's office using state-owned equipment issued to the Partnership. Occasionally, a consultant will deliver a webinar from their home/office using their personal equipment. The Partnership's webinar host sends an email to the consultant and to the participating employees with a link to the webinar/slideshow and related handouts. The consultant and the participating employees access the webinar through WebEx software through their respective connections to the Internet and phone lines.

f. Adequacy of Proposal:

The Partnership will evaluate and rate proposals on the adequacy and extent to which they fully address the needs as described in Part C. Adult Education Basics (AEB) Program: Description of Services Sought and Requirements. Incomplete and inadequate responses will result in a lower score or may be deemed unacceptable.

g. Clarity of Proposal:

The Partnership will evaluate and rate proposals on how detailed, well-organized, well-written, and complete they are. Lack of clarity or failure to follow the Process for Proposal Submission described in Part E, pages 34-38 will result in a lower score or a proposal being deemed unacceptable.

4. Description of Adult Education Basics (AEB) Curriculum Development Expertise

This section describes the selection criteria regarding the subject matter expertise and curriculum development knowledge, skills, and experience the Partnership has identified that bidders should possess to be considered for selection.

Bidders may submit proposals for AEB Curriculum Development in as many course categories as appropriate (see Attachment 7 for course categories and examples of courses in each category).

Curriculum development expertise focuses on the full range of skills required to develop and design high-quality, interactive, effective education and training programs for AEB courses. These skills include excellent written communication, knowledge of adult learning theory and application, subject matter expertise in the course categories, and familiarity with current trends in curriculum development and instructional design.

The Partnership's process for curriculum development encourages the design of learner-centered course content, meaning that we emphasize the accountability and autonomy of our learners; we seek to value their attitudes, beliefs and prior knowledge and experience. Our courses are designed to promote choice and empower learners by offering some decision-making power over how they will learn, providing opportunities for learners to generate content, and by planning our curriculum so that at least half or more of the training/teaching time is spent on learner activities.

The Partnership expects the bidder to identify work experience relevant to developing curriculum with the following characteristics.

- Designed to be experiential in nature, promoting practice and application of skills over rote memorization of content;
- Aligned with specific audience needs and job-relatedness;
- Organized into manageable, sequential sections with increasing complexity and appropriate transitions;
- Structured to have course and unit-level objectives correspond directly with work-related competencies and tasks, for practice in and beyond the classroom;
- Contextualized with job-related, reality-based settings and situations in order to increase transfer of skills to the workplace;
- Created to assist with development of critical skills needed to achieve foundational competency in four primary areas: professionalism and self-management; reading and locating information; communication and interpersonal relations; and critical thinking and problem solving.

Bidders must provide, as part of their proposal, one (1) sample of curriculum they have developed for each curriculum development course category being bid. Mandatory Requirement

Bidders selected will provide advice, consultation, and course development and revision work as may be requested by the Partnership and mutually agreed upon between the Partnership and the consultant.

Bidders selected will design and develop curricula in accordance with the guidelines and format prescribed by the Partnership. Curriculum development activities include creating and writing instructor and participant manuals; designing slideshows; providing instructor references and answer keys; developing learning materials including job aids; and preparing pre- and post-course assessment instruments. Bidders selected may revise existing curricula, modify content, and/or change format from classroom-based instruction to webinar and video with the Partnership's permission.

All documents created or prepared under this contract must be in compliance with the GOER/LMC Copyright Policy found in Attachment 3. The consultant must comply with copyright law at all times. The consultant process for requesting copyright permission is

included in Attachment 3. The curriculum and all other materials developed by the consultant will become the property of the Partnership and New York State.

5. Selection Criteria and Requirements for Adult Education Basics (AEB) Curriculum Development

Bidders please note: Mandatory selection criteria notated as “the proposal must” or “bidders must provide” or “Mandatory Requirement” must be included in each proposal for each course category being bid. Failure to address each mandatory requirement will eliminate the proposal from further review.

A proposal that passes the initial screening for mandatory requirements will be further evaluated and rated based on:

- the adequacy and extent to which the technical proposal fully addresses the requirements;
- how detailed, well-organized, well-written, and complete the proposal is;
- the relevant experience and expertise of the bidder’s firm and its ability to provide the services being sought; and
- the qualifications and expertise of key personnel.

Requirements that are not mandatory are notated as “the proposal is expected to” or “bidders are expected to” or “Required” in this RFP and are viewed as *deliverables* that the selected bidder must satisfy as part of the awarded contract resulting from this RFP.

Selection criteria that are notated as “it is desired that the proposal will” or “Optional” are not required, however, if provided additional points may be given.

a. Bidder Capability:

Bidders are expected to describe their firm’s ability to develop and revise AEB program curricula for classroom-based instruction and webinars. Proposals are expected to describe the professional expertise and qualifications of proposed staff assigned to the project.

The proposal is expected to:

- 1) Provide a comprehensive description of the bidder’s firm and the proposed curriculum development staff indicating the ability to develop courses for each course category being bid. Include a list of the bidder's proposed staff assigned to curriculum development, describe their curriculum development experience, and provide resumes for proposed staff. **Required**
- 2) Describe the bidder’s firm’s ability to develop course curricula for classroom-based instruction and webinars. **Required**

It is desired that the proposal will:

- 3) Provide evidence of experience consistent with excellence in service in curriculum development for the bidder's firm, e.g., include awards, ratings, evaluations, or other evidence of distinction. **Optional**

b. Subject Matter Expertise (within the last 5 years):

Bidders are expected to describe their curriculum development staff's knowledge of each course category in which they are bidding.

The proposal is expected to:

- 1) Provide a comprehensive description of proposed staff's knowledge and qualifications to develop courses in each course category being bid. **Required**
- 2) Provide a description of relevant additional background and experience of the proposed staff in the course category being bid. **Required**
- 3) List the number of years or months of experience of the proposed staff for each course category being bid. **Required**

c. Curriculum Development Expertise (within the last 5 years):

Bidders are expected to describe their proposed curriculum development staff's experience in designing courses in each course category in which they are bidding.

The proposal is expected to:

- 1) Describe each proposed curriculum developer's experience in designing courses in each course category being bid. **Required**
- 2) Describe previously completed work that reflects knowledge and experience of the principles of sound curriculum design and development. **Required**
- 3) Include a list of classroom-based and webinar courses for each course category being bid that were developed by proposed curriculum development staff for adult learners. Include specific instances of what, where, and when curriculum development occurred. **Required**

The proposal must:

- 4) Provide one (1) sample of curriculum in hard copy and one (1) copy on CD ROM that the bidder's firm has developed for each course category being bid.
Mandatory Requirement

d. Adult Learner Expertise (within the last 5 years):

Bidders are expected to describe their proposed staff's knowledge and experience with developing high-quality, learner-centered curriculum for adult learner audiences.

The proposal is expected to:

- 1) Describe relevant course development expertise of proposed staff for classroom education and teaching for adult learners. **Required**
- 2) Describe relevant experience for proposed staff in developing education and teaching programs for adult learners for delivery via webinar. **Required**
- 3) Describe each proposed curriculum developer's experience working with various learning styles and preferences, e.g., expertise in or use of multi-sensory, multi-modal and/or interactive teaching techniques. **Required**
- 4) List the proposed staff(s) years or months of relevant experience in developing curricula for adult learners for each course category being bid.
Required

e. Experience with Similar Employers and Employees (within the last 5 years):

Bidders are requested to describe their proposed staff's experience in serving clients similar to New York State, e.g., other public employers; large, multi-site employers; unionized employee populations; culturally diverse employee populations.

It is desired that the proposal will:

- 1) List and describe curriculum development experience within New York State government or other public employers. **Optional**
- 2) List and describe curriculum development experience with other large multi-site employers. **Optional**
- 3) List and describe curriculum development experience with other unionized employee populations deemed relevant. **Optional**

f. Adequacy of Proposal:

The Partnership will evaluate and rate proposals on the adequacy and extent to which they fully address the needs as described in Part C, Adult Education Basics (AEB): Description of Services Sought and Requirements. Incomplete and inadequate responses will result in a lower score or may be deemed unacceptable.

g. Clarity of Proposal:

The Partnership will evaluate and rate proposals on how detailed, well-organized, well-written, and complete they are. Lack of clarity or failure to follow the Process for Proposal Submission described in Part E, pages 34-38 will result in a lower score or a proposal being deemed unacceptable.

D. CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145, GOER recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of GOER contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that GOER establishes goals for maximum feasible participation of New York State Certified Minority and Women-Owned Business Enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, GOER hereby establishes an overall goal of 30% for MWBE participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 20% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that GOER may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at <https://ny.newnycontracts.com>.

For guidance on how GOER will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and GOER may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

1. Bidders are required to submit a Contractor’s MWBE Utilization Plan on GOER Form # ADM-145 with their bid or proposal. The Contractor’s MWBE Utilization Plan, GOER Form # ADM-145, is available at <http://goer.ny.gov/vendor-info/index.cfm>. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to GOER.
2. GOER will review the submitted Contractor’s MWBE Utilization Plan and advise the Bidder of GOERs acceptance or issue a notice of deficiency within 30 days of receipt.
3. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to:

Governor’s Office of Employee Relations
Attention: Heidi Langley
Division for Administration
2 Empire State Plaza, 8th Floor
Albany, NY 12223

Phone 518-473-3467
Fax 518-473-6725

a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by GOER to be inadequate, GOER shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on GOER Form # ADM-149. The MWBE Waiver Request GOER Form # ADM-149 is available at <http://goer.ny.gov/vendor-info/index.cfm>.

4. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
5. GOER may disqualify a Bidder as being non-responsive under the following circumstances:
 - a. If a Bidder fails to submit a MWBE Utilization Plan;
 - b. If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c. If a Bidder fails to submit a request for waiver; or
 - d. If GOER determines that the Bidder has failed to document good faith efforts.

Contractors will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to GOER, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's MWBE Quarterly Payment Report, GOER Form # ADM-146, to:

NYS & CSEA Partnership for Education and Training
Attention: Mary Lee Smaldone
Corporate Plaza East – Suite 502
240 Washington Avenue Extension
Albany, New York 12203
Phone 518-486-7814
Fax 518-473-0056

by the 10th calendar day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract. GOER Form # ADM-146 is available at <http://goer.ny.gov/Forms/index.cfm>.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All

New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan on GOER Form # ADM-311, identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report on GOER Form # ADM-314, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
2. Contractor shall comply with the following provisions of Article 15-A:
 - a. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- b. The Contractor shall submit an EEO policy statement to GOER within seventy two (72) hours after the date of the notice by GOER to award the Contract to the Contractor.
 - c. If Contractor or Subcontractor does not have an existing EEO policy statement, GOER may provide the Contractor or Subcontractor a model statement on Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement on GOER Form # ADM-315, available at <http://goer.ny.gov/vendor-info/index.cfm>.
 - d. The Contractor's EEO policy statement shall include the following language:
 - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - 2) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - 3) 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 employment agency, union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - 4) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Part D, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
3. Equal Employment Opportunity Staffing Plan - GOER Form # ADM-311, available at <http://goer.ny.gov/vendor-info/index.cfm>.

To ensure compliance with this Part D, the Contractor shall submit an Equal Employment Opportunity Staffing Plan on GOER Form # ADM-311, to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

4. Workforce Employment Utilization Report (“Workforce Report”) - GOER Form # ADM-314, available at <http://goer.ny.gov/Forms/index.cfm>.
 - a. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to GOER of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 - b. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 - c. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
5. Contractor shall comply with the provisions of the Human Rights Law and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

E. PROCESS FOR PROPOSAL SUBMISSION

1. Policy and Prohibitions Regarding Permissible Contact - Restrictions on Contact

Pursuant to State Finance Law Sections 139-j and 139-k, this RFP includes and imposes certain restrictions on communications between a Governmental Entity and a prospective bidder/contractor during the procurement process.

From July 21, 2015, the date notice was given regarding the development of this RFP, through final award/approval as referenced above, all contacts concerning this RFP/Procurement Contract must be directed to the designated staff, as of the date hereof, identified on page 1 of this RFP unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section 139-j (3)(a). This is referred to as the “restricted period.”

GOER is also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the prospective bidder/contractor pursuant to these two provisions of statute. Certain findings of non-responsibility can result in rejection of a contract award and in the event of two findings within a four (4) year period, the prospective bidder/contractor is debarred from obtaining governmental Procurement Contracts. Prospective bidders/contractors are directed to Attachment 1, to read the full policy and guidelines.

2. Bidders’ Questions Concerning this RFP

Bidders may submit typed questions via electronic mail to Mary Lee Smaldone at MaryLee.Smaldone@nyscseapartnership.org and Heidi Langley at Heidi.Langley@goer.ny.gov. Typed questions may also be faxed to (518) 473-0056 or mailed to the address provided below. Questions regarding the RFP will be accepted until 5:00 PM ET March 24, 2016. No telephone inquiries will be accepted. Answers to all questions received by this date will be posted on the GOER website at <http://goer.ny.gov/vendor-info/index.cfm> no later than March 31, 2016. Prospective bidders may obtain a hard copy of the questions and answers upon request.

Mary Lee Smaldone, Manager for Administrative Services
NYS & CSEA Partnership for Education and Training
Corporate Plaza East – Suite 502
240 Washington Avenue Extension
Albany, NY 12203

If a bidder discovers what they believe to be an error in this RFP, immediately notify Mary Lee Smaldone MaryLee.Smaldone@nyscseapartnership.org or Heidi Langley Heidi.Langley@goer.ny.gov via e-mail, of such error and request clarification or modification to the document. Any such notice shall be given prior to the proposal submission deadline. GOER shall make RFP modifications by addenda, provided that such modifications would not materially benefit or disadvantage any particular vendor.

If a bidder fails, prior to the proposal submission deadline, to notify GOER of a known error or an error that reasonably should have been known, the bidder shall assume the risk. If awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its late correction.

3. Notice of Intent to Bid (GOER Form # ADM-103)

Organizations intending to submit a response to this RFP may transmit a written reply indicating such intent no later than April 7, 2016. Submission of this form is optional. Instructions for transmitting this reply are included in the Notice of Intent to Bid, GOER Form # ADM-103, which is located at <http://goer.ny.gov/vendor-info/index.cfm>.

4. Proposal Due Date

Proposals are due no later than 5:00 PM ET April 22, 2016. Any proposals or unsolicited amendments to proposals received after the due date and time will not be considered in the review process. Bidders are responsible for submitting their proposals on time. GOER takes no responsibility for any third party error in the delivery of proposals (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.).

5. Proposal Mailing Instructions

The delivery/ mailing address is:

Mary Lee Smaldone, Manager for Administrative Services
NYS & CSEA Partnership for Education and Training
Corporate Plaza East – Suite 502
240 Washington Avenue Extension
Albany, NY 12203

- Bidders should submit five (5) hard copies of the completed Technical Proposal and one (1) copy on CD ROM in Microsoft Word format for each course category being bid. Bidders should use the Template for Proposal Submission (Attachment 10) for each Technical Proposal. Do not include any cost information in the Technical Proposal.
- Include one (1) sample of curriculum in hard copy and one (1) copy on CD ROM for each course category being bid if submitting proposal(s) for Curriculum Development. **Mandatory Requirement**
- Clearly label each bid (Technical Proposal or Curriculum Sample) with your firm's name, program area (Job Skills and/or Adult Education Basics) and function (Program Delivery and/or Curriculum Development) you are bidding on and the course category (e.g., Interpersonal Communication, Math Skills, etc.). Mark the outside mailing label as Technical Proposal and the RFP title, *RFP for Job Skills and Adult Education Basics Program Delivery and Curriculum Development*.
- All cost information must be submitted using the Contractor Cost Information, GOER Form # ADM-30, Attachment 8, in a separate, sealed envelope and marked clearly as the bidder's Cost Proposal. Bidders should submit three (3) hard copies of only one Cost Proposal and one (1) copy on

CD ROM. To further clarify, for the programs (Job Skills and/or Adult Education Basics) there should be only one daily rate provided for all course categories related to Program Delivery and only one daily rate for all course categories related to Curriculum Development. Bidders should refer to the Time Allotment for Completion of Curriculum Development Projects, Attachment 11, when completing their Cost Proposal for Curriculum Development. Additionally, if bidding on both the Job Skills Program (Part B) and the Adult Education Basics Program (Part C), only one ADM-30 should be submitted.

- Clearly label the Cost Proposal and include your firm’s name. Mark the outside mailing label as Cost Proposal and the RFP title, *RFP for Job Skills and Adult Education Basics Program Delivery and Curriculum Development*.
- Faxed or emailed proposals will not be accepted.
- Hand-written proposals will not be accepted.

6. Submission of Proposals

All evidence and documentation requested under this RFP must be provided at the time the proposal is submitted. All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The content of each bidder’s proposal will be held in strict confidence (subject to GOER’s responsibilities to disclose such proposal under any applicable law) during the bid evaluation process. The successful bidder’s proposal and the RFP will be made part of the Contract.

7. Projected RFP Timetable

RFP Release Date	March 10, 2016
Written Questions Due	March 24, 2016
Response to Written Questions	March 31, 2016
Deadline to Submit Notice of Intent to Bid (optional)	April 7, 2016
Proposal Due Date	April 22, 2016
Selection Review Begins	April 25, 2016
Project/Contract Start Date	August 15, 2016

8. Expenses Prior to Contract Execution

GOER is not liable for any costs incurred by a bidder in the preparation and production of a bid proposal or for any work performed prior to contract execution. By submitting a proposal, the bidder agrees not to make any claims for, or have any right to, damages resulting from any misunderstanding or misrepresentation of the specifications, or because of any misinformation or lack thereof.

F. PROPOSAL REQUIREMENTS

1. Format and Content

a. Technical Proposal and Cost Proposal

For the purposes of evaluation, a technical proposal should be submitted for each course category being bid and each proposal must be submitted in two (2) parts. Part I consists of the "Technical Proposal". Part II consists of the "Cost Proposal". Each part must be complete so the evaluation of both parts can be accomplished independently and concurrently and so that the Technical Proposal can be evaluated strictly on the basis of its merits. Cost information is **not** to be included in Part I. Both parts must be **sealed separately**.

The rules established for proposal content and format will be enforced as well as all rules set forth in this and other sections of the RFP.

b. General Requirements and Appearance

All proposals should be completed in Microsoft Word format and be provided in hard copy and on CD ROM.

Technical Proposals should be completed using the Template for Proposal Submission (Attachment 10) using a font size no smaller than 10 point. Resumes are required and should be attached to the Template for Proposal Submission.

2. Technical Proposal

To ensure that all proposals are evaluated on the same basis, all of the following are to be included. Failure to include the required documents and information described below may result in the proposal not being considered.

a. Summary of Services Being Bid

The project summary should outline significant features of the proposal, summarize the bidder's overall experience, and include a brief description of any related activities currently being provided by the bidder to New York State.

b. References

Provide a list of other clients for whom the bidder has provided similar services or performed similar activities. **Bidders must provide four (4) references** with whom the bidder has provided similar services or performed similar activities within the past three to five years and who can attest to the bidder's qualifications, by listing the organization name, address, contact person, email address and telephone number. These four (4) references should reflect the desired bidder expertise as indicated

below. The references will be used in the initial screening of bids. It is recommended that you confirm contact information for the references and inform them that failure to timely respond to the Partnership with respect to this RFP may cause your proposal to be eliminated from consideration. References will be contacted by phone or e-mail Monday through Friday between 9 a.m. and 4 p.m. Each reference will be asked to respond to a series of pre-determined questions regarding the quality of the services provided, the bidder's responsiveness and bidder's flexibility. Reference checks will be scored on a pass or fail basis. **It is a mandatory requirement that bidders must pass two (2) reference checks in order for their bids to be further reviewed and rated.** Bids will be rejected as non-responsive if references are not provided. **Mandatory Requirement**

c. Service Description

Provide a thorough and detailed description of the services to be provided for each deliverable outlined in Parts B and C, Description of Services Sought and Requirements, using the Template for Proposal Submission (Attachment 10).

Provide a detailed listing of courses delivered or developed. Include the course names and dates of delivery or development.

Clearly state and specifically identify in your proposal any subcontractors, subcontracts, or business partners that are to be used to deliver any of the services contained in this RFP. Describe the subcontractor's experience, how the relationship will work, and how seamless service will be provided.

d. Bidder Expertise and Philosophy

Demonstrate relevant experience and expertise of the bidder's firm and its ability to provide the services being sought through this RFP, along with a philosophy and processes congruent with excellence in service and formal recognition for industry leadership.

e. Staff Expertise

Describe the qualifications and expertise of key personnel who will be assigned to this project. Include resumes of proposed program delivery and curriculum development staff. Provide the number of the firm's administrative staff who will support the delivery of services.

f. Samples

Bidder's must provide one (1) sample of curriculum in hard copy and one (1) copy on CD ROM that the bidder's firm has developed for each course category being bid if submitting proposal(s) for curriculum development. Clearly label each sample with the bidder's firm's name and the course category. **Mandatory**

Requirement

g. Required Forms and Other Agreements

1) Application for Competitively Bid Contract - GOER Form # ADM-28

Bidders are required to complete GOER Form # ADM-28, Application for Competitively Bid Contract, which includes certification by the bidder that all information provided with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate.

This form also includes a statement indicating the bidder's willingness to enter into a contractual agreement, which will include those terms and conditions as set forth in "Appendix A, Standard Clauses for New York State Contracts" (Attachment 2). Therefore, an official authorized to commit the company to a contract must sign this form.

GOER Form # ADM-28 is located at <http://goer.ny.gov/vendor-info/index.cfm>.

2) Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. GOER recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at www.osc.state.ny.us/vendrep.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact GOER or the Office of the State Comptroller's Help Desk for a copy of the paper form. The questionnaire is also available at <http://goer.ny.gov/vendor-info/index.cfm>.

Bidders should acknowledge either online or paper filing of the Vendor Responsibility Questionnaire as part of their Application for Competitively Bid Contract, GOER Form # ADM-28 – question #11.

3) Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors – Contractor

Certification Form, ST-220-TD and Contractor Certification to a Covered Agency Form, ST-220-CA.

Bidders are required to complete and submit directly to the New York State Department of Taxation and Finance (DTF), Contractor Certification Form ST-220-TD. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form ST-220-TD must be filed with DTF.

Bidders are required to complete and submit to GOER the Contractor Certification to a Covered Agency Form, ST-220-CA, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

General information on this requirement, including links to [Publication 223](#), Questions and Answers Concerning Tax Law Section 5-a, and Forms [ST-220-TD](#) and [ST-220-CA](#), can be obtained on the DTF Website at www.tax.ny.gov and are also available at <http://goer.ny.gov/vendor-info/index.cfm>.

4) Non-Collusive Bidding Certificate Required by Section 139-d of the State Finance Law - GOER Form # ADM-320

Bidders are required to complete the Non-Collusive Bidding Certification, GOER Form # ADM-320, located at <http://goer.ny.gov/vendor-info/index.cfm>.

Refer to Appendix A – Standard Clauses for NYS Contracts which is attached to the RFP as (Attachment 2), for additional information concerning this requirement.

5) Nondiscrimination in Employment in Northern Ireland: Macbride Fair Employment Principles Certification - GOER Form # ADM-321

Bidders are required to complete the Nondiscrimination in Employment in Northern Ireland: Macbride Fair Employment Principles Certification, GOER Form # ADM-321, located at <http://goer.ny.gov/vendor-info/index.cfm>. Refer to Appendix A – Standard Clauses for NYS Contracts, which is attached to the RFP as (Attachment 2), for additional information concerning this requirement.

6) Confidentiality and Nondisclosure Agreement - GOER Form # ADM-319

Bidders are required to complete the Confidentiality and Nondisclosure Agreement, GOER Form # ADM-319, located at

<http://goer.ny.gov/vendor-info/index.cfm>.

7) Contractor's MWBE Utilization Plan - GOER Form # ADM-145

Bidders are required to complete the Contractor's MWBE Utilization Plan, GOER Form # ADM-145 located at <http://goer.ny.gov/vendor-info/index.cfm>. Refer to Section D – Minority and Women Business Enterprise and Equal Employment Opportunity for additional information concerning this requirement.

8) Equal Employment Opportunity Staffing Plan - GOER Form # ADM-311

Bidders are required to complete the Equal Employment Opportunity Staffing Plan, GOER Form # ADM-311, for the anticipated work force to be utilized on the contract. The form is located at <http://goer.ny.gov/vendor-info/index.cfm>.

9) MWBE and EEO Policy Statement - GOER Form # ADM-315

Bidders are required to provide a MWBE and EEO Policy Statement. If Bidder does not have an existing EEO policy statement, they may provide GOER's MWBE and EEO Policy Statement, GOER Form # ADM-315, available at <http://goer.ny.gov/vendor-info/index.cfm>.

10) MWBE Waiver Request Form - GOER Form # ADM-149 (if applicable)

Bidders are required to complete the MWBE Waiver Request Form, GOER Form # ADM-149, for a partial or total waiver of MWBE participation goals if the 30% MWBE participation goals established for this contract are not achievable.

3. Cost Proposal

The Cost Proposal must be submitted separate from the Technical Proposal. The rates for services must be established on the Contractor Cost Information, GOER Form # ADM-30 (Attachment 8) located at <http://goer.ny.gov/vendor-info/index.cfm>.

Bidders should provide one **daily rate** per program (Job Skills and/or Adult Education Basics) and per function (Program Delivery and/or Curriculum Development) based on an eight (8) hour day. To further clarify, for the program (Job Skills and/or Adult Education Basics) there should be only one daily rate provided for all course categories related to Program Delivery and only one daily rate for all course categories related to Curriculum Development. Bidders should refer to the Time Allotment for Completion of Curriculum Development Projects, Attachment 11, when completing their Cost Proposal for Curriculum Development. Additionally, if bidding on both the Job Skills Program (Part B) and the Adult Education Basics Program (Part C) only one ADM-30 should be submitted.

The daily rate must include all non-personal services and indirect costs. Travel

expenses will be reimbursed for costs actually incurred at rates established for New York State employees as described in GOER's Travel and Lodging Reimbursement Policy for Consultants (Attachment 4).

G. REVIEW OF SELECTION PROCESS

Members of the Selection Committee will independently review each proposal received by the submission deadline. The Selection Committee will be comprised of representatives of the Governor's Office of Employee Relations and/or other State agency staff who will individually review and evaluate the Technical Proposal against established selection criteria. The Cost Proposal will be reviewed separately. Bidders may be required to clarify their response to this RFP, either in person or in writing.

1. Initial Screening Process

Each proposal received in response to this RFP will be pre-screened on a pass or fail basis to determine whether it is sufficiently responsive for the mandatory requirements. The purpose of this initial review is to ensure that the mandatory requirements of this RFP are properly and adequately addressed.

Mandatory selection criteria notated as "the proposal must" or "bidders must provide" or "Mandatory Requirement" must be included in each proposal for each course category being bid. Failure to address each mandatory requirement will eliminate the proposal from further review. **There are two mandatory requirements. The first applies to all bidders--the bidder must pass two (2) reference checks. The second applies only to those bids for Curriculum Development--the bidder must provide one (1) sample of curriculum they have developed for each Curriculum Development course category being bid.**

A Technical Proposal that passes the initial screening for the mandatory requirements will be further evaluated and rated based on the adequacy and extent to which the technical proposal fully addresses the requirements and on how detailed, well-organized, and complete the proposal is.

Requirements that are not mandatory are notated as "the proposal is expected to" or "bidders are expected to" or "Required". All items that are listed as "the proposal is expected to" or "bidders are expected to" or "Required" in this RFP are viewed as *deliverables* that the selected bidder must satisfy as part of the awarded contract resulting from this RFP. Failure to address the required *deliverables* or furnish the forms and documents specified in this RFP may eliminate a proposal from further review.

Selection criteria that are notated as "it is desired that the proposal will" or "Optional" are not required, however, if provided, additional points may be given.

As part of the initial screening process, four (4) references will be contacted for each bidder. **Bidders must provide four (4) references** with whom the bidder has provided

similar services or performed similar activities within the past three to five years and who can attest to the bidder's qualifications, by listing the organization name, address, contact person, email address and telephone number. These four (4) references should reflect the desired bidder expertise as outlined in the selection criteria.

It is recommended that you confirm contact information for the references and inform them that failure to timely respond to the Partnership with respect to this RFP may cause your proposal to be eliminated from consideration. References will be contacted by phone or e-mail Monday through Friday between 9 a.m. and 4 p.m. Each reference will be asked to respond to a series of pre-determined questions regarding the quality of the services provided, the bidder's responsiveness and bidder's flexibility. Reference checks will be scored on a pass or fail basis.

It is a mandatory requirement that bidders must pass two (2) reference checks in order for their bids to be further reviewed and rated. Bids will be rejected as non-responsive if references are not provided.

Screening criteria includes the following:

Screening Criteria		
E. PROCESS FOR PROPOSAL SUBMISSION		
E.5. Proposal Mailing Instructions		
•	<p>Bidders should submit five (5) hard copies of the completed Technical Proposal and one (1) copy on CD ROM in Microsoft Word format for <u>each</u> course category being bid. Bidders should use the Template for Proposal Submission (Attachment 10) for each Technical Proposal. Do <u>not</u> include any cost information in the Technical Proposal.</p> <p>Include one (1) sample of curriculum in hard copy and one (1) copy on CD ROM for <u>each</u> course category being bid if submitting proposal(s) for Curriculum Development. Mandatory Requirement</p> <p>Clearly label each bid (Technical Proposal or Curriculum Sample) with your firm's name, program area (Job Skills and/or Adult Education Basics) and function (Program Delivery and/or Curriculum Development) you are bidding on and the course category (e.g., Interpersonal Communication, Math Skills, etc.). Mark the outside mailing label as Technical Proposal and the RFP title, <i>RFP for Job Skills and Adult Education Basics Program Delivery and Curriculum Development</i>.</p>	<input type="checkbox"/>
•	<p><u>All cost information must be submitted using the Contractor Cost Information, GOER Form # ADM-30, Attachment 8, in a separate, sealed envelope and marked clearly as the bidder's Cost Proposal.</u></p> <p>Bidders should submit three (3) hard copies of only one Cost Proposal</p>	<input type="checkbox"/>

	<p>and one (1) copy on CD ROM. To further clarify, for the programs (Job Skills and/or Adult Education Basics) there should be only one daily rate provided for all course categories related to Program Delivery and only one daily rate for all course categories related to Curriculum Development. Bidders should refer to the Time Allotment for Completion of Curriculum Development Projects, Attachment 11, when completing their Cost Proposal for Curriculum Development. Additionally, if bidding on both the Job Skills Program (Part B) and the Adult Education Basics Program (Part C), only one ADM-30 should be submitted.</p> <p>Clearly label the Cost Proposal and include your firm's name. Mark the outside mailing label as Cost Proposal and the RFP title, <i>RFP for Job Skills and Adult Education Basics Program Delivery and Curriculum Development</i>.</p>	
F. PROPOSAL REQUIREMENTS		
F.2. Technical Proposal		
F.2.b.	<p>Provide a list of other clients for whom the bidder has provided similar services or performed similar activities. Bidders must provide four (4) references with whom the bidder has provided similar services or performed similar activities within the past three to five years and who can attest to the bidder's qualifications, by listing the organization name, address, contact person, email address and telephone number. These four (4) references should reflect the desired bidder expertise as indicated below. The references will be used in the initial screening of bids. It is recommended that you confirm contact information for the references and inform them that failure to timely respond to the Partnership with respect to this RFP may cause your proposal to be eliminated from consideration. References will be contacted by phone or e-mail Monday through Friday between 9 a.m. and 4 p.m. Each reference will be asked to respond to a series of pre-determined questions regarding the quality of the services provided, the bidder's responsiveness and bidder's flexibility. Reference checks will be scored on a pass or fail basis. It is a mandatory requirement that bidders must pass two (2) reference checks in order for their bids to be further reviewed and rated. Bids will be rejected as non-responsive if references are not provided. Mandatory Requirement</p>	<input type="checkbox"/>
F.2.f.	<p>Bidder's must provide one (1) sample of curriculum in hard copy and one (1) copy on CD ROM that the bidder's firm has developed for each course category being bid if submitting proposal(s) for curriculum development. Clearly label each sample with the bidder's firm's name and the course category. Mandatory Requirement</p>	<input type="checkbox"/>
F.2.g. Required Forms and Other Agreements		
F.2.g.1)	Application for Competitively Bid Contract -- GOER Form # ADM-28	<input type="checkbox"/>
F.2.g.2)	Vendor Responsibility Questionnaire	<input type="checkbox"/>
F.2.g.3)	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors –	<input type="checkbox"/>

	Contractor Certification Form, ST-220-TD and Contractor Certification to a Covered Agency Form, ST-220-CA	
F.2.g.4)	Non-Collusive Bidding Certificate Required by Section 139-D of the State Finance Law -- GOER Form # ADM-320	<input type="checkbox"/>
F.2.g.5)	Nondiscrimination in Employment in Northern Ireland: Macbride Fair Employment Principles Certification -- GOER Form # ADM-321	<input type="checkbox"/>
F.2.g.6)	Confidentiality and Non-Disclosure Agreement -- GOER Form # ADM-319	<input type="checkbox"/>
F.2.g.7)	Contractor's MWBE Utilization Plan -- GOER Form # ADM-145	<input type="checkbox"/>
F.2.g.8)	Equal Employment Opportunity Staffing Plan -- GOER Form # ADM-311	<input type="checkbox"/>
F.2.g.9)	MWBE and EEO Policy Statement -- GOER Form # ADM-315	<input type="checkbox"/>
F.2.g.10)	MWBE Waiver Request Form -- GOER Form # ADM-149 (if applicable)	<input type="checkbox"/>

2. Evaluation of Proposals

The evaluation process will determine the relative strengths and weaknesses of each proposal against the applicable stated selection criteria and mandatory requirements.

Using a best value method of award, the Selection Committee will evaluate Technical Proposals by course category for each program area (Job Skills and/or Adult Education Basics) and function (Program Delivery and/or Curriculum Development). The Selection Committee will rank the individual Technical Proposals using a numerical ranking device against the established selection criteria. Evaluation of Cost Proposals will be done separately. Bidders should refer to the Time Allotment for Completion of Curriculum Development Projects, Attachment 11, when completing their Cost Proposal for Curriculum Development.

3. Method of Selection

The method of selection will be based on a point system with the required technical portion of the rating criteria weighted at 70% of the total and cost being 30% of the total. The weighted scores from the evaluations of the Technical Proposal and the evaluation of the Cost Proposal will be combined. The individual rankings will be compiled by the Selection Committee to determine the highest ranked bid. Proposals will be ranked from highest to lowest based on the combined score of technical and cost. GOER and the Partnership may identify up to five successful bidders per course category for each program (Job Skills and/or Adult Education Basics) under each function (Program Delivery and/or Curriculum Development) based on their rank resulting in one contract per successful bidder for all course categories awarded.

4. Selection Criteria

- a. Adequacy of Proposal: Proposals will be rated on the adequacy and extent to which they fully address the State's needs as described in Parts B and C of the RFP.
- b. Clarity of Proposal: The Partnership will evaluate and rate proposals on how detailed, well-organized, well-written, and complete they are. Lack of clarity or failure to follow the Process for Proposal Submission described in Part E, pages 34-38 will result in a lower score or a proposal being deemed unacceptable.
- c. Bidder Expertise and Philosophy: The bidder should demonstrate relevant experience and expertise, along with a philosophy and processes congruent with excellence in service and any formal recognition for industry leadership.
- d. Staff Expertise: Proposals will be rated on the professional expertise of key staff assigned to the project, particularly as such expertise relates to the program requirements as outlined in the RFP.
- e. Experience with Similar Employers: Bidders who have previous or current experience with other public employers; large, multi-site employers; and unionized employee populations **are desired**.
- f. Samples: Samples will be carefully reviewed and rated as a demonstration of the bidder's potential responsiveness to State employees' needs.

5. Cost Criteria

The bidder must demonstrate an ability to provide the required services at a reasonable cost to the State. Bidders should refer to the Time Allotment for Completion of Curriculum Development Projects, Attachment 11, when completing their Cost Proposal for Curriculum Development. Cost information will be reviewed and rated separately from the Technical Proposal. Therefore, submission in a separate, sealed envelope is required (see Part F, Proposal Requirements). Once proposals pass the initial screening, the cost information will be rated using pre-defined criteria.

6. Letter of Intent

GOER's Contract Unit will advise the successful bidder of our intent to award a contract by mailing a "Letter of Intent." Once the successful bidder has fulfilled requirements stated in the "Letter of Intent," a contract will be transmitted to the Contractor for review and signature.

Each bidder whose proposal is not selected will also be notified in writing.

7. Debriefing

Once a letter(s) of intent is issued, an unsuccessful bidder may request a debriefing to discuss their proposal. Please note this debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than 30 calendar days from date of award announcement.

H. CONTRACT INFORMATION FOR SUCCESSFUL BIDDERS

1. Contract Award

A Contract defining all *deliverables* and the responsibilities of the Contractor and GOER will be developed for signature by both parties and for approval and processing in accordance with State policy and practice.

NOTE: The Contract does not become legally binding upon the State of New York until it is executed by the Office of the New York State Comptroller.

2. Post Contract Selection – Assignment of Work

Work will be assigned to the highest ranked bidder per program (Job Skills and/or Adult Education Basics) per function (Program Delivery and/or Curriculum Development) per course category. Declined work assignments will be offered to the next highest ranked bidder. Exceptions to the assignment of work include the following:

- Newly developed curriculum or curriculum that has undergone major revision may be delivered as a “pilot” session by the contractor who completed the development or revision and who has a contract for Program Delivery in that course category.
- Intermediate and advanced courses may be developed or delivered by a contractor who has developed or delivered the introductory version of the course.

All Program Delivery assignments will be done with one instructor unless otherwise determined and approved by the Partnership. Delivery would then be reimbursed on a per instructor basis at the contractor's daily rate.

Preparation for Program Delivery of a course should be included in the contractor's daily rate.

Instructors must bring a laptop with Microsoft Office (version 2010 or greater), speakers, and LCD projector, at no cost to New York State, to training programs that require it.

Once a Curriculum Development project assignment is offered and accepted by a consultant, the Partnership sends a project description to the consultant who then submits a response describing their approach along with a timeline for completion.

Once the response and timeline have been accepted and approved by the Partnership, several conference calls are scheduled between the Partnership and the consultant during which time curriculum modules are developed, submitted, reviewed, revised and resubmitted. The Partnership may reimburse a consultant with interim or partial payments for Curriculum Development if the project is under the Adult Education Basics program and the number of days of program delivery resulting from the curriculum development is 12 days. The interim or partial payment for an AEB project is based on the number of modules that have been completed, approved, and accepted by the Partnership according to the benchmarks identified at the start of a project. Interim or partial payments may be made when 50% of an AEB Curriculum Development project is completed, accepted, and approved by the Partnership. Final payment will be made when an entire Curriculum Development project for Job Skills or AEB is completed, accepted, and approved by the Partnership.

Participation in the Partnership's consultant orientation will be reimbursed at \$100 per hour plus travel costs in accordance with New York State travel guidelines (Attachment 4).

Partial days (for webinar and classroom delivery less than six (6) hours) will be pro-rated based on a contractor's daily rate based on an eight (8) hour day.

Daily rates must include all contractor non-personal service (NPS) costs and any indirect costs, e.g., supplies, materials, copying, utilities, equipment rental. However, postage to return course materials will be reimbursed with prior approval from the Partnership.

Travel will be reimbursed in accordance with the New York State travel guidelines (Attachment 4).

Training course cancellation will be made to training vendors with a minimum of five (5) business days' notice. However, if a training course is cancelled with four (4) business days' notice or less, or in the case of an emergency situation, the training vendor will be paid at the daily training delivery rate for one (1) day of cancelled training. If the cancelled training course is less than one (1) day in length, the amount will be pro-rated based on an eight (8) hour day. Allowable travel expenses incurred will also be reimbursed. Training vendors who complete preparation or development work authorized by the Partnership related to the cancelled training course will also be reimbursed.

3. Appendix A (Standard Clauses for NYS Contracts) – Attachment 2

The terms of Appendix A, Standard Clauses for New York State Contracts, attached hereto, are hereby incorporated into this RFP and any resulting Contract. The Contractor is required to adhere to the clauses of Appendix A.

4. State Consultant Services Reporting

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a State Consultant Services Contractor's Planned Employment, Form A, from Contract start date through end of Contract term in order to be eligible for a Contract.

Winning bidders must also agree to complete a State Consultant Services Contractor's Annual Employment Report, Form B, for each state fiscal year included in the resulting Contract. This report must be submitted annually to GOER, the Office of the State Comptroller, and Department of Civil Service.

Form A and Form B are located at <http://goer.ny.gov/vendor-info/index.cfm>.

5. Proof of Compliance

WORKERS' COMPENSATION REQUIREMENTS UNDER WCL §57

A vendor seeking to enter into a contract with GOER must provide evidence of compliance with the Workers' Compensation Law (WCL). To comply with coverage provisions of the WCL, a vendor must:

- be legally exempt from obtaining workers' compensation insurance coverage; or
- obtain such coverage from insurance carriers; or
- be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

Therefore, to assist the State in enforcing Section 57 of the WCL, a vendor **must** provide one of the following forms to GOER before a contract can be approved:

- a. Acceptable evidence of exemption from the law:
 - CE-200 - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, that NYS Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required

This form may be completed electronically on the Board's website, at <http://www.wcb.ny.gov>. Click on the button labeled "WC/DB Exemptions Form CE-200" (in bright yellow letters). Vendors filing electronically will be able to print a finished Form CE-200 immediately upon completion of the electronic application. Vendors may also obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Vendors using the manual process may wait up to four weeks before receiving a CE-200.

PLEASE NOTE: The vendor must sign and date this form whether filed electronically or in hard copy.

OR

b. Acceptable evidence of coverage under the law:

- C-105.2 - Certificate of Workers' Compensation Insurance (a vendor's insurance carrier will send this form to GOER on request). PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
- SI-12 - Certificate of Workers' Compensation Self-Insurance (the vendor can obtain this certificate by calling the Board's Self-Insurance Office at 518-402-0247); OR
- GSI-105.2 - Certificate of Participation in Worker's Compensation Group Self-Insurance (the vendor's Group Self-Insurance Administrator will send this form to GOER upon request).

PLEASE NOTE: ACORD forms are not acceptable proof of workers' compensation coverage.

DISABILITY BENEFITS REQUIREMENTS UNDER WCL §220 SUBDIVISION 8

To comply with coverage provisions of the Disability Benefits Law, a vendor may:

- be legally exempt from obtaining disability benefits insurance coverage; or
- obtain such coverage from insurance carriers; or
- be a Board-approved self-insured employer.

Therefore, to assist the State in enforcing Section 220, subdivision 8, of the Disability Benefits Law, a vendor **must** provide **one** of the following forms to GOER before a contract can be approved.

a. Acceptable evidence of exemption from the law:

- CE-200 - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required

This form may be completed electronically on the Board's website, at <http://www.wcb.ny.gov>. Click on the button labeled "WC/DB Exemptions Form CE-200" (in bright yellow letters). Vendors filing electronically will be able to print a finished Form CE-200 immediately upon completion of the electronic application. Vendors may also obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Vendors using the manual process may wait up to four weeks before receiving a CE-200.

PLEASE NOTE: The vendor must sign and date this form whether filed electronically or in hard copy.

OR

b. Acceptable evidence of coverage under the law:

- DB-120.1 - Certificate of Disability Benefits Insurance (the vendor's insurance carrier will send this form to GOER upon request); OR
- DB-155 - Certificate of Disability Benefits Self-Insurance (the vendor can obtain this Certificate by calling the Board's Self-Insurance Office at 518-402-0247).

If you have any questions or require additional information, please contact the Workers' Compensation Board, Bureau of Compliance, at (518) 462-8882 or (866) 298-7830.

6. Indemnification

The Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount determined by GOER. The Contractor shall provide GOER with a certificate of insurance naming the State of New York as an additional insured. The Contractor agrees that it will require any and all subcontractors with whom it subcontracts pursuant to this Contract to obtain and maintain a general policy of liability insurance in the same amount.

7. Publicity

News releases or any other public announcements regarding this project may not be released without prior approval from GOER. Publicity includes, but is not limited to, news conferences, news releases, advertising, brochures, reports, discussions and/or presentations at conferences or meetings. The inclusion of our materials, our agency name, or other such reference to New York State and/or The Governor's Office of Employee Relations in any document or forum is considered publicity. This provision shall survive the termination, suspension, cancellation or expiration of the Contract.

8. Contract Period

The anticipated term of the Contract will be defined in the Face Page of the Contract Agreement, but is expected to begin August 15, 2016 and continue for five (5) years until August 14, 2021.

GOER reserves the right to schedule work assignments as it deems appropriate in accordance with the method described on page 48 and does not guarantee work as a result of the award of a contract.

9. Service Delivery Location

During the term of the original Contract, GOER will request the selected consultant(s) to deliver services as needed. Services resulting from this RFP may be delivered in any location throughout the State and selected consultants will need to identify geographic limitations to service delivery.

10. Consultant/Instructor Substitutions

Recognizing that the consultant may need, during the term of the Contract, to add, change staff or hire subcontractors who can be deployed to work under this Contract, GOER reserves the right to review staff credentials and accept or reject staff for GOER projects. GOER Program Managers will be responsible for obtaining the appropriate resumes, credential documentation, etc. for determination of deploying such staff.

It is the Contractor's responsibility when utilizing subcontractors to comply with New York State's requirements regarding vendor responsibility. Refer to Vendor Responsibility Questionnaire located at <http://goer.ny.gov/vendor-info/index.cfm>. Once the subcontractor meets the requirements and is determined to be a responsible subcontractor, the subcontractor may provide services for the Contractor.

11. Cancellation

Cancellation for Convenience: GOER retains the right to cancel the Contract without reason provided that the Contractor is given at least twenty days written notice of its intent to cancel. This provision should not be understood as waiving GOER's right to terminate the Contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

12. Suspension of Work

GOER reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the State or Issuing Entity. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor is not to accept any work deployment request, and shall comply with the suspension order. Activity may resume at such time the Director of GOER, or authorized designee, issues a formal written notice authorizing a resumption of work.

13. Mandatory Contract Termination Provisions

- a. GOER reserves the right to terminate this Contract in the event it is found that the certification filed by the prospective bidder/Contractor in accordance with New York State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, GOER may exercise its termination right by providing written notification to the Contractor.
- b. If a Contractor fails to make the certifications required by section 5-a of New York State Tax Law, the Contract cannot take effect. If during the term of the Contract, the Department of Taxation and Finance or the covered agency discovers that a certification is false, then such false certification may

subject the Contractor to civil or criminal sanctions, and a finding of non-responsibility for future procurements. Under certain circumstances, the statute provides that the Contract shall be subject to termination if the covered agency determines that termination of the Contract is in the best interests of New York State.

- c. Any Contractor who willfully and intentionally fails to comply with the MWBE participation requirements as set forth in this Contract shall be liable to GOER for liquidated or other damages, as otherwise specified in the Contract, and shall provide for other appropriate remedies on account of such breach. Damages shall include, but not be limited to, actual costs incurred by GOER related to GOER expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified MWBE programmatic goals and Affirmative Action and Equal Opportunity compliance, actual costs to reprocur, and any additional funds GOER expends on the subsequently reprocured contract.
- d. Contractor Responsibility -The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Director of GOER 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.
 - 1) Suspension of Work (for Non-Responsibility) - The Director of GOER 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 Director of the GOER or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
 - 2) Termination (for Non-Responsibility) - Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate GOER officials or staff, the Contract may be terminated by the Director of GOER or his or her designee at the Contractor's expense where the Contractor is determined by the Director of GOER or his or her designee to be non-responsible. In such event, the Director of GOER 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.

14. Minority and Women-Owned Business Enterprise (MWBE)

This section relates to the utilization of New York State certified Minority and Women- Owned Business (MWBE) enterprises and the successful bidder.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to GOER, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's MWBE Quarterly Payment Report, GOER Form # ADM-146, to:

NYS & CSEA Partnership for Education and Training
Attention: Mary Lee Smaldone
Corporate Plaza East – Suite 502
240 Washington Avenue Extension
Albany, New York 12203
Phone 518-486-7814
Fax 518-473-0056

by the 10th calendar day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

- a. Compliance reports shall be submitted by the Contractor for which a utilization plan was required and approved by GOER.
- b. Contractor compliance reports shall be filed quarterly.
- c. A Contractor compliance report shall include, but not be limited to the following information:
 - the name, address and telephone number of each certified minority or woman-owned business enterprise the Contractor is using or intends to use to comply with the utilization plan;
 - a brief description of the Contract scope of work to be performed for the Contractor by each certified minority or woman-owned business enterprise and the scheduled dates for performance;
 - a statement of whether the Contractor has a written agreement with each certified minority or woman-owned business enterprise, and if requested, copies of such agreements, the Contractor is using or intends to use;
 - the actual total cost of the Contract scope of work to be performed by each certified minority or woman-owned business enterprise for the Contract; and
 - the actual amounts of any payments made by the Contractor to each

certified minority or woman-owned business enterprise as of the date the compliance report was submitted.

15. Non-Resident New York State Taxes

Individuals living in other states or firms incorporated out of the State of New York may be liable for New York State non-resident taxes on income earned through this Contract. Please contact the New York State Department of Taxation and Finance, Taxpayer Services Unit at 1-800-225-5829 if you have any questions concerning this requirement.

16. GOER Rights Reserved

In order to serve the best interests of the State, GOER reserves the right to:

- Postpone or cancel this RFP upon notification to all bidders.
- Amend the specifications after their release with appropriate notice to all bidders.
- Request bidders to present supplemental information clarifying their proposal, either in writing or in a formal presentation.
- Waive or modify minor irregularities in proposals received after prior notification to the bidder.
- Reject any and all proposals received in response to this RFP.
- Contact bidders' references as a check on qualifications.
- Award the contract to other than the lowest bidder.
- Award contracts to more than one bidder.
- Negotiate with the next highest rated bidder if negotiating a contract with the selected bidder(s) cannot be accomplished within an acceptable time frame (no bidder will have any rights against GOER arising from such negotiations).
- Cancel the project contract on 20 days' written notice and/or make any payment contingent upon the submission of specific deliverables.

17. Assurances

The bidder warrants that it has carefully reviewed the needs of the State as described in the RFP, its attachments and other communications related to the RFP and that it has familiarized itself with the specifications and requirements of the RFP and warrants that it can provide such services as represented in bidder's proposal. The bidder agrees that it will perform all of its obligations in the resultant Contract in accordance with all applicable federal, State, and local laws, regulations and policies now or hereafter in effect. The bidder affirms that the terms of the RFP and the attachments do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the Contract.

18. Electronic Files or Data

If electronic files are to be exchanged as a part of this proposal or as a product of

the Contract, they must conform to agency information management guidelines.

19. Notices

- a. All notices permitted or required under the Contract shall be in writing and shall be transmitted either:
 - via certified or registered United States mail, return receipt requested;
 - by facsimile transmission;
 - by personal delivery;
 - by expedited delivery service; or
 - by email.
- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Contract by giving fifteen (15) days' written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purpose of receiving notices under this Contract. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

20. Contract Payments

The Contractor shall provide complete and accurate billing invoices to the NYS Office of General Services (OGS) Business Services Center (BSC) Accounts Payable in order to receive payment. Billing invoices submitted to the BSC must contain all information and supporting documentation required by the resulting Contract, GOER and the State Comptroller. Contractor invoices should be sent directly to the BSC at:

Governor's Office of Employee Relations
Unit ID: 1120000
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900

Invoices can alternatively be sent electronically to AccountsPayable@ogs.ny.gov. For more information please visit the BSC Accounts Payable webpage at <https://bsc.ogs.ny.gov/content/accounts-payable>.

Copies of contractor invoices and supporting documentation should also be sent to the Partnership to:

Mary Lee Smaldone, Manager for Administrative Services
NYS & CSEA Partnership for Education and Training
Corporate Plaza East – Suite 502
240 Washington Avenue Extension
Albany, NY 12203

Copies of contractor invoices and supporting documentation can alternatively be sent electronically to Mary Lee Smaldone at MaryLee.Smaldone@nyscseapartnership.org.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Director, in the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us, or by telephone at (855) 233-8363. The Contractor acknowledges that it will not receive payment on any invoices submitted under the resulting Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

21. Non-Discrimination/Americans with Disabilities Act (ADA)/NYS Human Rights Law (HRL)

GOER does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation in the admission to, access to, or employment in its programs or activities. A reasonable accommodation will be provided on request, where required by law.

Any product(s) developed as a result of this RFP must be in a format that can be converted for use by individuals with disabilities to meet the reasonable accommodation standards established by the ADA and/or the HRL.

22. Conflict of Interest

Bidders may be requested to provide evidence that the award of the Contract from this RFP will not result in a conflict of interest with regard either to other work performed by the Contractor, or to potential conflict of interest among specific Contractor staff or subcontractors.

23. Ownership of Materials

All materials developed with funding provided by the State and all proposals, work

plans and budgets become the property of New York State. All materials produced, either in whole or in part, through funding provided by New York State shall belong exclusively to GOER and to the State of New York. GOER may use any of the materials developed with project funds for any GOER or other State purpose. GOER, upon specific request and where it deems appropriate, may grant a successful bidder permission to use any materials produced, either in whole or in part, as a result of a Contract between a successful bidder and GOER.

Ownership of Materials for Website Development includes: All materials, including but not limited to, information, software, photographs, video, graphics, music, HTML, sounds, logos, compilation and design, developed with funding provided by the State and all proposals, work plans and budget becomes the property of New York State. All materials produced, either in whole or in part, through funding provided by New York State shall belong exclusively to GOER and to the State of New York. GOER may use any of the materials developed with project funds for any GOER or other State purpose.

24. Copyright

All documents created or prepared under this Contract must be in compliance with GOER/LMC Copyright Policy (Attachment 3). As indicated by this Copyright Policy, GOER adheres to and requires the successful bidder to adhere to the requirements of the Copyright Law, which is Federal law and contained in Title 17 of the United States Code, Sections 101 et seq. Such requirements include the following:

- When GOER contracts for the creation of training or instructional work and/or materials or curriculum, it is deemed under the Copyright Law as a work-made-for hire and GOER is the owner of the copyright thereto.
- The Contractor must contact GOER to incorporate or include previously copyrighted materials in the work being created or prepared under the Contract. The Contractor shall submit a copy of the previously copyrighted material and a draft of how the Contractor proposes to include or incorporate the previously copyrighted material in the work-made-for hire. GOER shall obtain written permission, where such written permission is necessary and required, from the copyright owner(s) or their legal representative(s) for such inclusion or incorporation of such previously copyrighted material.
- After GOER obtains written permission, GOER will transmit a copy of the written permission to the Contractor, and the Contractor shall include, on the appropriate page(s) of the work-made-for hire, a citation to the copyright owner(s) using the style as set forth in the written permission.
- Where a copyright owner requests a fee for permission, GOER shall pay the copyright owner(s) or legal representative(s) the agreed upon fee, if any, for the inclusion or incorporation of previously copyrighted material in the work-made-for hire. GOER, in its sole discretion, may determine that it will not pay such fee for the right to include or incorporate such previously copyrighted

material. In such event, the vendor will be required to create new materials or use alternate, previously copyrighted materials (which shall also be subject to GOER's Copyright Policy).

- Bibliographic and footnote references and citations must be included where appropriate and must use the proper format as set forth in the Copyright Policy.
- The Contract will contain a warranty by which the Contractor shall warrant to GOER that he/she is the sole author of the material or work created or produced, except for the incorporated material for which copyright permission was obtained.
- The Contract will contain an indemnification in which the Contractor agrees to indemnify GOER against any legal action with respect to the warranty.
- When the consultant is using materials previously developed by that consultant and adopting or revising such materials for delivery to New York State employees, the consultant materials must comply with the requirements of GOER/LMC Copyright Policy.

25. Freedom of Information Law and Bidder's Proposals

The purpose of New York State's Freedom of Information Law (FOIL), which is contained in Public Officers Law (POL) Sections 84-90, is to promote the public's right to know the process of governmental decision making and to grant maximum public access to governmental records. Consequently, a member of the public may submit a FOIL request for contracts awarded by the State or for the proposals submitted to the State in response to Requests for Proposals. After formal contract award, the proposal of the successful bidder and the proposals of non-successful bidders are subject to disclosure under FOIL. However, pursuant to Section 87(2)(d) of the POL, a State agency may deny access to those portions of proposals or portions of a successful bidder's contract which "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise."

If a bidder believes that any information in its proposal meets the requirements of POL Section 87(2)(d) and wishes such information not to be disclosed if requested by a member of the public pursuant to FOIL, the bidder shall submit with its proposal, a letter, specifically identifying by page number, line or other appropriate designation, such information that is alleged to meet the requirements of POL Section 87(2)(d) and explaining in detail how such information allegedly meets such requirements.

A bidder's failure to submit with its proposal such a letter shall constitute a waiver by the bidder of any rights it may have otherwise under Section 89(5).

In no event will GOER consider information to be covered under POL Section 89(5) if that information is not the proprietary information or ideas of the bidder and so designated in the proposal, or if that information:

- was known to GOER before submission of such proposal;
- properly became known to GOER thereafter through other sources; and/or
- is in the public domain.

Additionally, any such claim is subject to review by GOER and a court of competent jurisdiction pursuant to Section 89(5) of the POL.

26. Force Majeure

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Director in the performance of the Contract for which non-performance, by exercise of reasonable diligence, cannot be prevented. The Contractor shall provide the Director with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Director shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Director to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

27. Accessibility of State Agency Web-based Intranet and Internet Information and Applications

Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State agency web-based intranet and Internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing and comply with GOER's Data Security Policy, Attachment 9 (pages 113-115).

GOER will work with the successful bidder to provide an understanding of accessibility requirements. In addition, the website will require GOER's prior final approval.

28. Security, Non-Disclosure, and Confidentiality

The Contractor shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in performance of its activities under the Contract. The Contractor shall ensure that its personnel, agents, officers and subcontractors, if any are fully aware of the obligations arising under this section and shall take all commercially reasonable steps to ensure compliance. The Contract may be terminated by GOER for cause for a material breach of this section.

a. *Security Procedures and Employee Dishonesty:*

The Contractor will comply fully with all security procedures of GOER communicated to the Contractor in the performance of this Contract, including, but not limited to, New York State Cyber Security Policy P03-002 see: <https://www.its.ny.gov/document/information-security-policy> and New York State Cyber Security Standard S05-001, as amended from time to time, or their successors. Applicable policies may be found at: <https://www.its.ny.gov/eiso/policies/security>. The Contractor shall hold GOER harmless from any loss or damage to GOER resulting from the violation by the Contractor, its officers, agents, employees, and subcontractors, of any of such security procedures or policies resulting from any criminal acts committed by such officers, agents, employees, and subcontractors, while providing services as requested in the RFP under the contract.

GOER may terminate the Contract if it determines that the Contractor has violated a material term of this section. The terms of this section shall apply equally to the Contractor, officers, agents, employees, and subcontractors, if any. The Contractor agrees that all officers, agents, employees, and subcontractors, if any, shall be made aware of and shall agree to the terms of the Security, Non-Disclosure, and Confidentiality provisions of this Contract.

b. *Nondisclosure and Confidentiality*

1) Except as may be required by applicable law or a court of competent jurisdiction, the contractor, its officers, agents, employees, and subcontractors, if any, shall maintain strict confidence with respect to any confidential information to which the contractor, its officers, agents, employees, and subcontractors, if any have access. This representation shall survive termination of the contract. For purposes of the contract, all State information of which the contractor, its officers, agents, employees, and subcontractors, if any becomes aware during the course of performing services as requested in the RFP for GOER shall be deemed to be confidential information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered confidential information:

- information that is previously rightfully known to the receiving party without restriction on disclosure;

- information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
- information that is independently developed by the contractor without use of confidential information of the State.

The contractor shall hold the State harmless, without limitation, from any loss or damage to the State resulting from the disclosure by the contractor, its officers, agents, employees, and subcontractors of such confidential information.

- 2) The disclosure of any information about GOER/LMC information technology, State employees or the State workforce that the vendor/contractor may have access to in the course of this engagement to any individual not employed by GOER/the LMC is prohibited unless explicitly specified in this RFP. Vendor personnel will be required to sign GOER's standard Non-Disclosure Agreement.

The vendor/contractor may be required to submit a risk assessment plan for the management of confidential information. This plan, if required, must include technology and non-technology based approaches to managing the security of confidential information.

29. Subcontractors

The Contractor may subcontract services as requested in the RFP provided under the contract, or any part of it, only upon the prior written approval of GOER/Partnership. A subcontractor must provide a resume for Partnership review.

A subcontractor shall be defined as any firm or person who is not an active employee of the Contractor, but who is otherwise engaged or assigned to perform work under the Contract. All agreements between the Contractor and its subcontractors shall be by bona fide written contract.

The Contractor shall include, in all subcontracts in such a manner that they will be binding upon each subcontractor with respect to work performed in connection with the Contract, provisions consistent with those found in the Contract, including, but not limited to:

- That the work performed by the subcontractor must be in accordance with the terms of the Contract;
- That the subcontractor shall comply with the provisions of Section 5-a of the Tax Law;
- That nothing contained in such subcontract shall impair the rights of GOER;
- That nothing contained therein shall create any contractual relation between any subcontractor and GOER;

- That the subcontractor shall maintain all records with respect to work performed by the subcontractor in the same manner as required of the Contractor; and
- That GOER shall have the same authority to audit the records of all subcontractors as it does those of the Contractor.

The Contractor shall be fully responsible to GOER for the acts and omissions in the performance of services as requested in the RFP under the Contract of the subcontractors and/or persons either directly or indirectly employed by it or by the subcontractors, as it is for the acts and omissions in the performance of services as requested in the RFP under the Contract or persons directly employed by the Contractor. The Contractor shall not in any way be relieved of any programmatic or financial responsibility under the Contract by its agreement with any subcontractor or by GOER's approval of such an agreement with a subcontractor.

GOER reserves the right to reject any proposed subcontractor for any reason, which may include, but is not limited to: (i) that the proposed subcontractor is on the Department of Labor's list of companies with which New York State cannot do business; or (ii) GOER determines that the proposed subcontractor is not qualified or has previously provided unsatisfactory contract performance or service.

30. Information Security Breach and Notification Act

In accordance with the Information Security Breach and Notification Act (ISBNA) (General Business Law, §889-aa; State Technology Law, §208), the Contractor shall be responsible for complying with the provisions of the ISBNA and the following terms contained herein with respect to any private information (as defined in ISBNA) received by the Contractor under this Project (Private Information) that is within the control of the Contractor either on GOER's information security systems or the Contractor's information security systems (System). In the event of a breach of the security of the System (as defined by ISBNA) the Contractor shall immediately commence an investigation, in cooperation with GOER, to determine the scope of the breach and restore the security of the System to prevent any further breaches. The Contractor shall also notify GOER of any breach of the security of the System immediately following discovery of such breach. Except as otherwise instructed by GOER, the Contractor shall, to the fullest extent possible, first consult with and receive authorization from GOER prior to notifying any individuals, the State Consumer Protection Board, the Office of the Attorney General (OAG) and the Office of Cyber Security and Critical Infrastructure Coordination or any consumer reporting agencies of a breach of the security of the System or concerning any determination to delay notification due to law enforcement investigations. The Contractor shall be responsible for providing the notice to all such required recipients and for all costs associated with providing such notice. Nothing herein shall in any way impair the authority of the OAG to bring an action against the Contractor to enforce the provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA. Additional information relative to the law and the notification process is available at:

<http://its.ny.gov/eiso/breach-notification>.

I. SUMMARY OF DOCUMENTS REQUIRED WITH PROPOSAL AND CONTRACT

Below is a table summarizing the documents to be completed and submitted with the bidder's proposal as well as the forms that the winning bidder(s) will need to complete prior to a contract being approved. Original signatures are required on all forms. These forms are located at <http://goer.ny.gov/vendor-info/index.cfm>.

Document Name	Required with Proposal	Required with Contract
Intent to Bid (GOER Form # ADM-103)	No. The ADM-103 is optional and is requested by the date stated in the RFP.	
Application for Competitively Bid Contract (GOER Form # ADM-28)	√	
Vendor Responsibility Questionnaire, with original signature notarized	√ Hardcopy must be submitted with proposal or if filed via the VendRep System, must be electronically filed by proposal due date.	
Contractor Certification Form (ST-220-TD)	No. Send directly to NYS Department of Taxation and Finance by proposal due date.	
Contractor Certification to a Covered Agency Form (ST-220-CA)	√	
Contractor Cost Information (GOER Form # ADM-30)	√	
Nondiscrimination in Employment in Northern Ireland Certification: Macbride Fair Employment Principles (GOER Form # ADM-321)	√	
Non-Collusive Bidding Certificate Required by Section 139-d of the State Finance Law (GOER Form # ADM-320)	√	
Confidentiality and Nondisclosure Agreement (GOER Form # ADM-319)	√	
Contractor's MWBE Utilization Plan (GOER Form # ADM-145)	√	
Contractor's MWBE Quarterly Payment Report (GOER Form # ADM-146)		√

Document Name	Required with Proposal	Required with Contract
MWBE Waiver Request Form (GOER Form # ADM-149)	√ If applicable	
Equal Employment Opportunity Staffing Plan (GOER FORM # ADM-311)	√	
Workforce Employment Utilization Report (GOER Form # ADM-314)		√
MWBE/EEO Policy Statement (GOER Form # ADM-315)	√	
Form A		√
Form B		No. Form B is due at the end of the fiscal year.
Proof of Workers' Compensation Coverage and Disability Benefits Insurance and/or Attestation of Exemption(s)		√
Certificate of Liability Insurance Naming State of New York as an Additional Insured		√

Policy and Guidelines for Implementing the NYS Procurement Lobbying Law

I. Overview

Chapter 1 of the Laws of 2005 (the “Law”), which amended the Legislative Law (the “Lobbying Act”) and the State Finance Law, was enacted on August 23, 2005 by Governor George E. Pataki. The Law regulates attempts to influence state and local Governmental Entity procurement contracts in order to increase transparency and accountability in New York State’s procurement process. The Law was subsequently modified in 2005, 2006, 2007, 2009 and 2010.

Generally, the Law:

- Makes the Lobbying Act applicable to attempts to influence procurements and contracts once the procurement process has been commenced by a State agency, unified court system, State legislature, public authority, certain industrial development agencies and local benefit corporations;
- Requires the above-mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- Requires governmental entities to designate the persons who may be contacted relative to the governmental procurement by that entity in a restricted period;
- Authorizes the New York State Joint Commission on Public Ethics (JCOPE) (f/n/a the NYS Commission on Public Integrity) to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- Directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to the Law and those who have been debarred and publish such list on its website;
- Requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- Expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- Modifies the governance of JCOPE to provide that opinions of JCOPE shall be binding only on the person to whom such opinion is rendered;
- Increases the monetary threshold which triggers a lobbyist’s obligations under the Lobbying Act from \$2,000 to \$5,000; and
- Establishes the Advisory Council on Procurement Lobbying.

Primarily, the Law regulates two related aspects of procurements: (i) activities by the business and lobbying community seeking procurement contracts (through

amendments to the Legislative Law) and (ii) activities involving governmental entities establishing procurement contracts (through amendments to the State Finance Law).

II. Applicability of the Policy and Guidelines (hereinafter “Policy”)

The Governor’s Office of Employee Relations, in addition to its own procurement activities, provides administrative and contracting services for the Statewide Joint Labor-Management Committees. This policy applies to all of the above entities (referred to in the policy collectively as “the agency”).

In general, this policy applies to every procurement involving an estimated annualized expenditure in excess of \$15,000 for:

- Commodity;
- Service;
- Technology;
- Public work;
- Construction;
- Revenue contract;
- The purchase, sale or lease of real property; or
- The acquisition or granting of other interest in real property.

Procurements under \$15,000 are not covered by changes to the Law or this policy.

Contacts between employees of the agency and an Offerer are restricted at the point in time when the agency issues its first written document soliciting a response from Offerers which is intended to result in a procurement contract (see State Finance Law §139-j (1) (f)). This is referred to as the “Restricted Period” as used in this policy. Contacts between Offerers and the agency prior to the Restricted Period of procurement are acceptable. Therefore, communications between Offerers and the agency during the preparation of specifications, bid documents, RFPs, IFBs, are not governed by State Finance Law Sections 139-j and 139-k. Communications at this stage, however, are governed by the provisions set forth in State Finance Law Sections 163 and 163-a and other applicable law, including registration and reporting requirements of the Lobbying Act.

Offerers and agency personnel may communicate prior to the Restricted Period in the form of a Request for Information (RFI) by the agency and the response thereto by an Offerer. ORFIs are generally used as a means to collect information upon which to base a decision by an agency to proceed with procurement. RFIs are not a tool employed to award a contract.

The Law and this policy apply to sole source and single source contracts, in addition to competitive procurements. Amendments authorized under the terms of a contract as it was finally awarded or approved by the Comptroller are not subject to the Restricted Period. Supplements to a contract incorporating other amendments, renewals, extensions or any other material change in a contract resulting in a financial benefit to the Offerer are subject to the Restricted Period.

III. Permissible Contacts During the Restricted Period

The “Restricted Period” begins with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, request for services, or solicitation of proposals, or any other method for soliciting a response from Offerers with regard to a procurement opportunity or contract. This period ends with the final procurement decision or contract award and, if applicable, approval by the State Comptroller. However, the negotiation of a contract by an Offerer who has been tentatively awarded a contract is permitted and would need to be recorded as a Contact in the procurement record.

The following represent instances where communication with someone other than the designated Contact person(s) for a procurement may be necessary:

- Submission of a written bid, proposal or response to a solicitation intending to result in a procurement contract;
- Submission of written questions by a method set forth in the solicitation when all written questions and responses are to be provided to all Offerers who have expressed an interest in the solicitation;
- Participation in a conference, demonstration or other means for exchange of information in a setting open to all potential bidders provided for in the solicitation;
- Complaints by an Offerer to office of general counsel of the procuring agency where the designated person for the procurement contract of the agency fails to respond in a timely manner, provided that such written complaints become part of the procurement record;
- Negotiations with the agency after a tentative award;
- Debriefings about a procurement contract award;
- Protests, appeals or other review proceedings to the agency conducting the Governmental Procurement seeking a final administrative determination or in a subsequent judicial proceeding;
- Complaints of alleged improper conduct in a Governmental Procurement to the attorney general, inspector general, district attorney or court of competent jurisdiction;
- Protests, appeals or complaints to the State Comptroller during the process of contract approval provided that the State Comptroller makes a record of such communications and any responses thereto to keep in the procurement record;
- Communications between Offerers and the agency that solely address a responsibility determination of the Offerer being made by the agency;
- Communications relating to a Governmental Procurement made by certain preferred source providers except for communications which attempt to influence the issuance or terms of the specifications that serve as the basis for bid documents, requests for proposals, invitations for bids, or solicitations of

proposals, or any other method for soliciting a response from Offerers intending to result in a procurement contract with the agency; and

- Communications from the agency exercising an oversight role in a Governmental Procurement with Offerers regarding the status of the review, oversight or approval of that Governmental Procurement.

Impermissible contact with the agency occurs when the Offerer contacts a person in the agency who is not the designated contact person for the procurement in an attempt to influence a procurement. The obligations under the Law and this policy are activated when an Offerer or anyone working on behalf of the Offerer has any oral, written, or electronic communication with the agency that a reasonable person would believe is intended to influence a procurement being made by the agency.

IV. Agency Requirements

This policy has certain requirements that apply to the agency, while other requirements apply to Offerers. The agency will collect certain information about a person or organization contacting us about a procurement in an attempt to influence such procurement during the Restricted Period. In addition, the agency will obtain information from Offerers about any findings by any Governmental Entity of non-responsibility made within the previous four years and if the finding of non-responsibility was due to (1) engaging in impermissible contacts with a Governmental Entity or (2) the intentional provision of false or incomplete information to a Governmental Entity.

This information will be solicited in the initial bid documents on forms developed for this purpose. If any employee of our agency is contacted, that employee must record the contact, obtaining the following specific information for each contact:

- Name of Person and Organization
- Address
- Telephone Number
- Place of Principal Employment
- Occupation
- Record whether the person/organization making the contact was the Offerer or was retained employed or designated by, or on behalf of, the Offerer to appear before or contact the agency regarding the procurement.

These records of contact will be included in the procurement record for the procurement contract using the agency's "Record of Contact" form, and must be forwarded to the Contract Manager in the agency's Administration Unit.

It is the policy of the agency to make a determination of responsibility before awarding a procurement contract to an Offerer. In addition to responsibility factors such as financial and organizational capacity, legal authority, integrity, and past performance, this policy requires us to take into consideration any violation of the permissible contact requirements of State Finance Law Section 139-j and the disclosure requirements of

State Finance Law Section 139-k. A determination of non-responsibility will be made if it is found that the Offerer knowingly and willfully made an impermissible contact or failed to timely disclose accurate and complete information or otherwise cooperate in providing the information required by State Finance Law Section 139-k.

This agency is precluded from awarding a procurement contract to an Offerer that has been determined to be non-responsible because of a knowing and willful violation of the prohibitions of State Finance Law Section 139-j against impermissible contacts during the Restricted Period, unless the agency finds that an award is necessary to protect public property or public health or safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. An Article of Procurement is defined as a commodity, service, technology, public work, construction, revenue contract, purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a Governmental Procurement.

Furthermore, if an Offerer has a second knowing and willful violation within four years of a previous determination of non-responsibility, the Offerer can be debarred for four years.

Communications received by the agency from legislative staff or members of the State Legislature when those persons are acting in their official capacity are not considered "Contacts" during the Restricted Period and thus do not have to be recorded pursuant to the State Finance Law. Also, communications that a reasonable person would infer are not intended to influence a procurement by the agency do not have to be recorded.

For purposes of this policy, the agency will include a record of contacts about a particular procurement and determination of non-responsibility (if any) in the procurement file where it will remain as a part of the procurement record. The procurement file will be retained for that period of time already designated under the agency's Records Retention Policy, currently six (6) years after the expiration of the related contract, or final payment, whichever is later.

V. Offerers Requirements and Responsibilities

Offerers have certain requirements under the State Finance Law and under this policy if they, or their designated representative, choose to respond to a Request for Proposals or attempt to influence a procurement. Under the Law and this policy, an Offerer or his/her representative is generally prohibited from contacting anyone other than the designated contact persons at this agency with regard to a procurement during the Restricted Period. Offerers are also required to disclose whether there has been a finding of non-responsibility with regard to their compliance under the law within the past four years. Furthermore, an Offerer must affirm that they understand and agree to comply with this policy relating to permissible contacts during a procurement and certify that all information provided to the agency is complete, true and accurate.

If an Offerer is found to have engaged in impermissible contacts with this agency,

the Offerer will be denied a contract under this policy. However, this denial does not preclude the agency from awarding such Offerer another procurement contract if this non-responsibility determination is the first such determination against the Offerer in four years.

VI. Violations of This Policy

Alleged violations of this policy will be reviewed by the agency's Ethics Officer. The Ethics Officer shall immediately investigate the allegation and if sufficient cause exists to believe that the allegation is true, the Ethics Officer shall give the Offerer reasonable notice that the investigation is ongoing and an opportunity to be heard. The Offerer's response to the alleged violation will become a part of the investigative or review record and will be given due consideration by the agency during the review or investigation.

VII. Questions About This Policy

Questions about this policy should be directed to DFA Contract Manager in GOER's Administration Unit at 518-473-3755.

APPENDIX A

**STANDARD CLAUSES FOR NEW YORK STATE
CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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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, licenser, 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 \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's 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 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
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: mwb certification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/ VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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.

**GOER/LMC
COPYRIGHT POLICY**

Last Revised: January 2015

PURPOSE OF THE COPYRIGHT LAW

The Copyright Law is found in 17 United States Code (USC) Sections 101 et seq. The primary purpose of the Copyright Law is to encourage the creation and production of original works of authorship, including literary, dramatic, musical, artistic, and other intellectual works. The law provides authors of such works or the owner of copyright with exclusive rights to reproduce and distribute their work.

THE OWNER OF THE COPYRIGHT

The Copyright Law provides that the copyright in a work becomes the property of the author who created the work. The author, as the owner of the copyright, can enter into contracts or agreements, which transfer or assign to others some or all of her/his rights as copyright holder.

However, if a work is a “work made for hire,” then the Copyright Law provides that the employer or other person for whom the work was prepared owns the copyright.

- < A work created by an employee within the scope of his or her employment is a “work made for hire.” For example, copyright ownership vests with GOER, when a GOER staff member authors a training manual as part of that staff member’s job duties.

- < If a work is created by an independent contractor, and fits within one of the nine categories of works set forth in the law, and there is a written agreement between the parties specifying that the work is a “work made for hire,” then the person for whom the work was prepared owns the copyright. For example, when GOER contracts with an independent contractor to write/create a curriculum, GOER would own the copyright, as this would be a “work made for hire.”

RIGHTS OF THE OWNER OF THE COPYRIGHT

Section 106 of the Copyright Law grants the ***owner of the copyright the exclusive right to do and to authorize others to do*** the following:

- to reproduce the copyrighted work;
- to prepare derivative works based upon the copyrighted work;
- to distribute copies of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending (this includes distribution of free copies to students);
- to perform the copyrighted work publicly with respect to literary, musical, dramatic, and choreographic works, pantomimes, motion pictures, and other audiovisual works;
- to display the copyrighted work publicly in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work;

- to perform the copyrighted work publicly by means of a digital audio transmission in the case of sound recordings.

IT IS ILLEGAL FOR ANYONE TO VIOLATE ANY OF THE RIGHTS PROVIDED BY THE COPYRIGHT LAW TO THE OWNER OF THE COPYRIGHT.

Where GOER is the copyright owner, GOER holds all of the above rights.

These exclusive rights of the copyright holder are, however, subject to important exceptions. Certain public and private uses of copyrighted works are allowed under the law without the copyright holder's permission if they can be determined to be **Fair Use**. Fair use is discussed more fully in the following pages.

Mere ownership of a book, manuscript, painting, or any other copy does not include ownership of the copyright. This is the case even when one acquires the original work. For example, if a person were to acquire the original manuscript of John Grisham's, "The Firm," the owner of the copyright would still be John Grisham, or the person(s) he has assigned the copyright to. The law provides that transfer of ownership of any material object that embodies a protected work does not of itself convey any rights in the copyright.

WORKS PROTECTED BY COPYRIGHT

In order for a work to receive copyright protection, it must be an **original** work of authorship representing an appreciable amount of creativity and must be fixed in a tangible medium of expression. The primary categories of works in the Copyright Law are literary works, musical works, dramatic works, pantomimes, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works.

These categories are viewed broadly. For example, textbooks, computer programs and most compilations may be registered as literary works; maps and architectural plans may be registered as a pictorial, graphic, or sculptural work.

Copyright protects the words or pictures or graphics chosen by the author to describe, explain or illustrate an idea or system. However, it gives the copyright owner no exclusive rights in the idea, method, or system described or depicted.

For example, an author wrote a book setting forth his theory of what happened to Jimmy Hoffa. The copyright in the book prevents others from reproducing, copying or distributing the text and illustrations used by the author to describe his theory. It does not give the author any copyright to the theory set forth in the book. Other persons may write their own books or plays using the theory. However, they may not use the author's words.

WHEN COPYRIGHT PROTECTION BEGINS

Normally, the act of publishing a document and securing copyright protection occur at the same time. For example, a copyright notice is fixed on a work when it is printed. Under the law in effect after 1978, copyright protection is secured the moment a work is fixed in tangible form. Thus a work still enjoys copyright protection even if there is no copyright symbol or other copyright notice. Furthermore, a work fixed in tangible form, but not published, is protected by copyright.

Publishing, also referred to as publication, though is important for many reasons. Published works are subject to mandatory deposit requirements (with the Federal Copyright Office), publication affects the limitations on the exclusive rights of a copyright owner, publication year determines the duration of copyright for anonymous works and works made for hire, and publication with notice puts the public on notice that the work is protected by copyright. Publication, and therefore publishing, is defined as:

The distribution of copies of a work to the public by sale or other transfer of ownership, or by rental, lease or lending. The offering to distribute copies to a group or person for purposes of further distribution, public performance or public display constitutes publication. A public performance or display of a work does not of itself constitute publication.

When we copy a curriculum or manual and distribute it to State employees in a training session we are publishing the document. If the work that GOER has published contains the copyrighted material of others, without the appropriate permissions, GOER has **violated the Copyright Law**.

WORKS NOT PROTECTED BY COPYRIGHT

1. Works, which were never copyrighted.

Works published prior to January 1, 1978 without copyright notice are not protected and may be reproduced without restriction. However, works published after January 1, 1978 without notice of copyright are protected by the Copyright Law.

2. Published works whose copyrights have expired.

Generally, all copyrights have expired for works originally created and published or registered before March 1, 1922. Although a pre-1978 work may not contain the required copyright notice, it is best to assume that all works dated 1922 or later is covered by a valid copyright.

3. United States Government publications.

United States Government publications may be copied freely. They are deemed to be in the public domain and are not copyrightable. This category consists of

documents prepared by an officer or employee of the U.S. Government as part of that person's official duties. It does not extend to documents published by others with the support of Government grants and contracts. These works may or may not be protected by copyright depending on the specifics of the contract under which they were created. *Note: Publications of the State of New York and other states are copyrightable.*

4. Ideas, methods and systems.

Copyright protection is not available for ideas or procedures for doing, making or building things, scientific or technical methods or discoveries, business operations or procedures, mathematical principles, formulas, algorithms, or any other concept, process, or method of operation.

Section 102 of the Copyright Law, clearly expresses this principle: "In no case does copyright protection for an original work of authorship extend to any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated or embodied in such work."

5. Names, titles and short phrases.

Even if a name, title or short phrase, is novel, distinctive, or lends itself to a play on words, it cannot be protected by copyright. There is no copyright protection to combinations of words such as: names of products or services, names of businesses, pseudonyms, titles of works, catchwords, mottoes, slogans, and mere listings of ingredients. Some of these may be protected by trademark.

6. Works that have not been fixed in a tangible form of expression.

Works must be fixed in a tangible form of expression in order to be protected. Choreographic works that have not been notated or recorded, or improvisational speeches or performances that have not been written or recorded are not subject to copyright protection.

7. Works consisting entirely of information that is common property and containing no original authorship.

Standard calendars, height and weight charts, tape measures and rulers, and lists or tables taken from public documents or other common sources are not subject to copyright protection.

COPYRIGHT NOTICE

Works published prior to January 1, 1978 were required to contain a copyright notice in order to be protected by Copyright Law. However, works published after January 1, 1978 do not have to contain copyright notice in order to be protected by the Copyright Law.

Proper copyright notice has three parts:

- 1) a symbol "©," the word "Copyright," or the abbreviation "Copr.",
- 2) the year a work is first published, and,
- 3) the name of the copyright owner.

Sometimes the statements such as "All Rights Reserved" or "No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical [etc., etc.]" are printed underneath a copyright notice. These statements do not override any rights to **Fair Use** provided by the Copyright Law.

DURATION OF COPYRIGHT

1. Works Originally Created on or After January 1, 1978.

After January 1, 1978, a work is automatically protected from the moment it is fixed in tangible form for a term of the author's life, plus an additional 70 years after the author's death. For a joint work prepared by two or more authors who did not work for hire, the term lasts for 70 years after the last surviving author's death. For works made for hire, and for anonymous and pseudonymous works (unless the author's identity is revealed in Copyright Office records), the duration of copyright will be 95 years from first publication or 120 years from creation, whichever is shorter.

2. Works Originally Created Before January 1, 1978, but Published or Registered After That Date.

These works have been automatically brought under the statute and are now given copyright protection. The duration of copyright in these works will generally be computed in the same way as for works created on or after January 1, 1978.

3. Works Originally Created and Published or Registered Before January 1, 1978.

Under the law in effect before 1978, copyright was secured either on the date a work was published or on the date of registration if the work was registered in unpublished form. In either case, the copyright endured for a term of 28 years from the date it was secured. The law amended as of 1978 provides that copyrights in existence prior to January 1, 1978 may be renewed.

Generally, all copyrights have expired for works originally created and published or registered before March 1, 1922. Although a pre-1978 work may not contain the required copyright notice, it is best to assume that all works dated 1922 or later are covered by a valid copyright.

Determining the copyright status of some post 1922, but pre 1978 works, may not

be easy. For difficult issues, we may have to seek the assistance of the U.S. Copyright Office, who will investigate the copyright status of a work on an hourly fee basis.

FAIR USE DOCTRINE

The Fair Use provisions of the Copyright Law are set forth in Section 107 and contain exceptions to the copyright owner's exclusive rights to reproduction and distribution. Fair Use permits limited copying without the copyright owner's permission for purposes such as criticism, comment, scholarship, research or teaching.

The law does not establish specific limits of what constitutes Fair Use of a copyrighted work. However, it does provide that in determining whether a particular use would be deemed a Fair Use of a copyrighted work, the four factors set forth in Section 107 must be considered:

1. **the purpose and character** of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
2. **the nature** of the copyrighted work;
3. **the amount and substantiality** of the portion used in relation to the work as a whole; and
4. **the effect of the use** upon the potential market for or value of the copyrighted work.

Because of the Fair Use provision of the law, what would otherwise be considered copyright infringement is permitted. Authors may quote from or reproduce small amounts of material for purposes of criticism, comment or to illustrate or support their own ideas. For example, two or three paragraphs of a book or periodical article, a stanza of a poem, a single chart or graph may be copied. Use of a more extensive quotation must be analyzed on a case-by-case basis under the four factors of Fair Use and where necessary, express permission of the copyright owner must be obtained. Whether or not permission is needed, any sources used should always be credited using the proper citation format. *Kate L. Turabian, A Manual for writers of Term Papers, Theses, and Dissertations, Sixth Ed.* (Chicago: The University of Chicago Press, 1996) should be referred to for the proper citation format, and a helpful summary is provided in the document *Guidelines for Documenting Sources* which is included at the end of this manual.

EVALUATING FAIR USE UNDER THE FOUR STATUTORY FACTORS

1. Purpose and character of the use.

A nonprofit educational purpose makes it more likely, but does not ensure, that the use would be considered fair. A copy made to avoid purchasing the original and

used in place of the original would not be considered Fair Use. A quote for purposes of comment or criticism is more acceptable than quoting to support one's position.

2. Nature of the copyrighted work.

A use would be more likely to be considered fair when the copyrighted work was a compilation of facts or information, rather than a creative or imaginative work. Copying of books out-of-print or materials unavailable for purchase, newspaper or journal (not newsletter) articles of current interest, or material designed for distribution to the general public are more likely to be considered Fair Use. In the context of classroom use (which would include GOER training programs), copying from textbooks and other materials prepared primarily for the educational market (particularly consumable workbooks) is not considered Fair Use.

3. Amount and substantiality of the material used in relation to the copyrighted work as a whole.

In evaluating this factor both the amount of the work being copied and the significance or importance of the portion being copied must be examined. As a general rule, quotes should be limited to one or two consecutive paragraphs or stanzas. The material quoted should be but a small portion of the copyrighted work and should not contain the essence or principal element of the copyrighted work. Substantial paraphrasing is considered mere copying and Fair Use analysis must be used to determine if permission is required.

4. Effect of the use on the potential market for or value of the copyrighted work.

A use is not considered fair where it would diminish or lower the value of the copyrighted work.

Clearly, the determination as to what is and what is not Fair Use requires a review of the facts on a case-by-case basis. Any questions on whether a particular use would be considered a Fair Use under the Copyright Act should be directed to GOER's Counsel's Office.

COPYING OF COPYRIGHTED MATERIALS FOR EDUCATIONAL PURPOSES

Copying for educational purposes can be an infringement of the rights of the copyright holder. The creators of the Copyright Act of 1976 recognized a need for guidance about what constituted permissible amounts of photocopying of copyrighted materials for educational purposes. To offer some guidance, "Guidelines for Classroom Copying in Not-for-Profit Educational Institutions" (hereafter Classroom Guidelines) was written by representatives of various educational organizations and was included, as part of the legislative history of the Act. The Classroom Guidelines provide standards for both single copying by teachers and multiple copying for classroom use. The guidelines, which set

forth the minimum, not maximum, of educational Fair Use, are summarized below.

For simplicity sake, where the materials being copied are for educational purposes, and consist of a single copy or multiple copies for classroom use, consider the copying “as is.” Refer to section “Steps in Copyright Analysis” for further clarification.

A. Single Copying by Teachers or Instructors

At the very least, a teacher may make a single copy of any of the following for scholarly research or in preparing to teach a class:

- a chapter from a book;
- an article from a periodical or newspaper;
- a short story, short essay, or short poem, whether or not from a collective work;
- a chart, diagram, graph, drawing, cartoon or picture from a book, periodical, or newspaper.

All single use copying of copyrighted works must comply with the four factors of Fair Use as set forth previously. Under the following conditions, photocopying would most likely be considered Fair Use:

- where staff were unable to locate another copy of the work because it was not available from the library or other source and cannot be obtained within required time constraints;
- where the material will be copied only once and will not be distributed to others;
- where the amount of material photocopied is a small proportion of the entire work.

As a general rule, most single copy photocopying for individual use in research may be considered Fair Use.

B. Copying for Classroom Use

The Classroom Guidelines permit distribution by a teacher of multiple copies of materials to students in a class, without obtaining prior permission to do so from the copyright owner, under the following conditions (all conditions must be met):

1. The distribution of the same photocopied material does not occur every semester, is for only one course, with only one copy provided to each student, which copy becomes the student's property, and no charge is made for the copy beyond the actual cost of reproduction;

2. The amount of material distributed does not exceed certain brevity standards:
 - a. for prose--a work may be copied in its entirety if it is less than 2500 words in length. If the work is longer, the excerpts copied should not exceed 1000 words, or 10% of the work, whichever is less;
 - b. for poetry--250 words is the suggested limit;
 - c. for illustrations--one is the rule of thumb;
3. The copying is at the instance and inspiration of the individual teachers such that the decision to use the material did not allow adequate time to request permission prior to use; and
4. The appropriate copyright notice appears on the first page of the photocopied material.

The best rule of thumb, which can be garnered from these guidelines, is that photocopying should not be done as a substitute for purchasing the material, particularly for multiple copy classroom use. Photocopying practices must not have a significant detrimental impact on the market for the original copyrighted work. As with single use copying, all multiple use copying of copyrighted works must comply with the four factors of Fair Use set forth previously.

PHOTOCOPYING AND DUPLICATION WHICH REQUIRE PERMISSION

Following are some guidelines to help in determining when photocopying and duplication require permission. Again, all such copying must be analyzed under the four factors of Fair Use.

1. Repetitive Copying: The classroom or reserve use of photocopied materials in multiple courses for successive years would require advance permission from the copyright owner.
2. Copying for Profit: Where the students are charged more than the actual cost of photocopying the material.
3. Consumable Works: The duplication of works that are consumed in the classroom, such as standardized tests, exercises, and workbooks, normally requires permission from the copyright owner.
4. Creation of Anthologies as Basic Text Material for a Course: Creation of a collective work or anthology by photocopying a number of copyrighted articles and excerpts used together as the basic text for a course will in most instances require the permission of the copyright holders. Such pho-

tocopying is considered a substitute for purchase of a book and not a Fair Use.

USE OF AUDIO-VISUAL MATERIALS

The rules governing the use of excerpts of audiovisual work are the same as those governing any other copyrighted performance. Audiovisual works, for the purpose of these guidelines, include audiotapes, videotapes, CDs, DVDs, and computer recorded and stored media such as mp3 files and YouTube© videos. Therefore, employees must analyze whether a particular use is a Fair Use under the four statutory factors mentioned above.

As a general rule, employees should only use a brief excerpt of an audiovisual work and the excerpt should not constitute more than a small portion of the work from which they were extracted. If the excerpt used supplants what otherwise would have been the sale of an audiovisual work, a copyright infringement may occur.

The following represents guidelines that, if followed, tend to make the use of an excerpt from an audiovisual work "fair use" for a nonprofit educational purpose. They are derived from a variety of sources including Section 110 of the United States Copyright Law, the Guidelines for Off-Air Taping for Educational Purposes (Kastenmeier Guidelines), and various policies of educational institutions.

A. Audiovisual Works in the Classroom

The limited use of an audiovisual work for a nonprofit educational purpose is generally permissible, provided the following conditions are met:

1. The work must be shown as part of the instructional program.
2. The work must be shown by a program participant or instructor to only program participants and the instructor.
3. The work must be shown either in a classroom or other location devoted to instruction.
4. The work must be shown either in a face-to-face setting or where participants and instructors are in the same building or general area.
5. The work must be shown using a legally reproduced copy with the copyright notice included.

Even the limited use of an audiovisual work is prohibited when:

6. The work is used for any purpose unrelated to a teaching activity.
7. The work is shown in a public performance, to an audience not confined to program participants, and is not related to nonprofit educational instruction.

8. The use involves an illegally acquired or illegally duplicated copy of the work.
9. The work is transmitted by radio or television (either closed or open circuit) from an outside location.

B. Broadcast Programming

The following apply to "off-air recording" of a broadcast program (including cable television programs) for a nonprofit educational purpose:

1. An "off-air recording" may be kept for no more than 45 calendar days after the recording date, at which time the tapes must be erased.
2. The "off-air recording" may be used by an individual instructor in the course of relevant teaching activities, and repeated once only when instructional reinforcement is necessary in classrooms, during the first 10 consecutive work days in the 45 calendar retention period. "Work days" are defined as days when GOER is open for business within the 45 calendar day retention period.
3. The "off-air recording" may be viewed after the 10 day consecutive period for teacher evaluation purposes, such as to determine whether or not to include the "off-air recording" for future teaching curriculum.
4. All copies of the "off-air recording" must include the copyright notice on the broadcast program as recorded.
5. The "off-air recording" may not be physically or electronically altered or combined with others to form anthologies. However, the "off-air recording" need not be used or shown in its entirety.
6. If several different instructors want to use the same "air recording," duplication is permitted but all copies are subject to restrictions of the original recording.
7. These guidelines are for commercial television broadcasts and some public television broadcasts, unless there are other negotiated rights or licensing agreements.

C. Public Broadcasting Service/Programs

Many of the programs and series distributed by the Public Broadcasting Service (PBS) include a 7-day re-record right. The 7-day re-record rights allow:

1. Only a single copy of the program may be recorded for a nonprofit educational purpose and it may not be duplicated.
2. A program may be recorded and shown each time a program is broadcast.

3. The program may be retained for 7 consecutive days following the broadcast but must be erased at the end of the 7th day.
4. The program may be shown as often as needed during the 7-day period.

D. Audiovisual Work - Distribution and Duplication

Rights to make multiple copies of an audiovisual work and distribute that work beyond the GOER/LMC can vary depending on the work. Employees should not assume that they have the right to duplicate and distribute a work simply because they have purchased a copy. For example, distribution and duplication rights may have to be purchased from the producer or the distributor. Additionally, there may be no rights available from any source at any cost.

E. Digital Distance Education

Digital distance education, such as webinars or video conferencing, is an emerging educational technique being used in lieu of traditional classroom learning. The Technology, Education, and Copyright Harmonization Act of 2002 ("TEACH Act") clarifies what uses of copyrighted material are permissible with regard to distance education when permission of the copyright holder has not been sought. Furthermore, the TEACH Act outlines the specific requirements that the information technology staff and students must abide by in order to be in compliance with the current copyright laws. The Act permits teachers and students of an accredited, nonprofit education institution or government body to transmit performances and displays of copyrighted material as part of a course if certain conditions have been met. If these conditions are not or cannot be met, use of the material will have to qualify as a fair use or have the permission of the copyright holder to be lawful.

Questions regarding the use of copyrighted materials in a digital distance educational environment must be directed to GOER's Counsel's Office prior to the distribution and use of those materials.

AGENCY COPYRIGHT POLICY

1. Photocopying of Copyrighted Educational Materials at GOER.

The summary of the Classroom Guidelines set forth above may be used in determining the minimum standards of educational Fair Use for making single and multiple photocopies of works protected by copyright.

All staff are required to comply with the educational Fair Use guidelines for copying. Staff must write for permission from the holder of the copyright for all photocopying requests which may exceed educational Fair Use limits.

2. Copyright of Published Materials and Works.

All materials and works published shall contain a notice of copyright. Refer to page 58 for the meaning of the word “publication.” For materials and works published by GOER, the following copyright notice shall be used:

Copyright © 1997 by The New York State Governor’s Office of Employee Relations.

For materials and works published by the LMCs, the same format should be used but the LMC name should be inserted instead of GOER. For example:

Copyright © 1997 by The New York State Child Care Advisory Committee.

3. Copyright Registration.

Copyright registration is a legal formality by which a public record is made of a particular copyright and additional rights accrue to the copyright owner including the right to sue others for copyright infringement. Registration is accomplished by mailing to the Register of Copyrights a completed application form for each work to be registered, paying a \$20 fee for each application and submitting two complete copies of the work to be registered.

The decision to register materials and works will be determined on a case-by-case basis by the GOER Director in consultation with the program manager and Counsel’s Office. The factors that will be considered when making the decisions to register include, but are not limited to, the following:

- The length of time the material or work will be used.
- The number of uses for the material or work.
- The time, effort and money expended for the creation of the material or work.
- The number of copies to be distributed.
- The scope of the distribution of copies of the material or work.
- Whether others will be given permission to copy the material or work.
- The uniqueness of the subject matter of the material or work.

STEPS IN COPYRIGHT ANALYSIS

Following is an outline of the process to follow in analyzing whether or not permission must be obtained.

1. Is this Incorporation or Copying “as is?”
2. Incorporation - Where the material is being incorporated into a publication of GOER.
 - a. Is the material being incorporated from a copyrighted work?
 - b. If the material being incorporated is copyrighted, then the Fair Use doctrine

applies and the use must be analyzed. Consult with GOER's Counsel's Office as needed.

- c. If the use is Fair then no permission is required, but proper citation format must be used.
 - d. If the use exceeds the Fair Use guidelines, then permission must be requested. Permissions must be granted in writing.
2. Copying "as is" - Where the material is being copied for educational purposes and a single copy or multiple copies for classroom use are being made.
- a. Is the material being copied from a copyrighted work?
 - b. If the material is from a copyrighted work, then the summary of classroom guidelines set forth on pages 87 through 92 should be consulted and the use must be analyzed. Consult with GOER's Counsel's Office as needed.
 - c. If the use is Fair, then no permission is required, but copyright notice must appear on the first page of all copies.
 - d. If the use exceeds what is permitted for educational copying, then permission must be obtained. Permissions must be granted in writing.

WRITING FOR PERMISSION: SAMPLE LETTERS

When a use of copyrighted material requires permission, GOER's Counsel's Office will secure the appropriate permission. Program managers and staff who need permission to use materials should contact GOER's Counsel's Office and provide the following informational materials:

1. Copy of original copyrighted material in its entirety. This material should provide the Counsel's Office with the copyright holder's information. If it does not, the copyright holder's name and address should be provided to the Counsel's Office.
2. A draft copy of how the original copyrighted material will be incorporated into the GOER or LMC curriculum or materials the program manager or staff is producing, if applicable.

The process of granting permission requires time for the publisher to check the status of the copyright and to evaluate the nature of the request. Therefore, allow substantial lead time for the Counsel's Office to obtain the permission before the materials are needed in final form.

COPYRIGHT REQUIREMENTS FOR CONTRACTORS:

When contracting with consultants for curriculum development and/or delivery, the following language will be included in our Request for Proposals, Contracts, and Purchase Order agreements, and compliance will be required of our consultants:

- **Ownership of Materials:** All materials developed with funding provided by the State and all proposals, work plans and budgets become the property of New York State. All materials produced, either in whole or in part, through funding provided by New York State shall belong exclusively to GOER and to the State of New York. GOER may use any of the materials developed with project funds for any GOER or other State purpose.
- **Copyright:** All documents created or prepared under this contract must be in compliance with GOER/LMC Copyright Policy. As indicated by this Copyright Policy, GOER adheres to and requires the successful bidder to adhere to the requirements of the Copyright Law, which is Federal law and contained in Title 17 of the United States Code, Sections 101 et seq. Such requirements include, but are not limited to, the following:
 - When GOER contracts for the creation of a training or instructional work and/or materials or curriculum, it is deemed under the Copyright Law as a Work-Made-for-Hire Agreement and GOER is the owner of the copyright thereto.
 - The vendor must contact GOER to incorporate or include previously copyrighted materials in the work being created or prepared under the contract. The vendor shall submit a copy of the previously copyrighted material, a draft of how the vendor proposes to include or incorporate the previously copyrighted material in the Work-Made-for-Hire. GOER shall obtain written permission, where such written permission is necessary and required, from the copyright owner(s) or their legal representative(s) for such inclusion or incorporation of such previously copyrighted material.
 - After GOER obtains written permission, GOER will transmit a copy of the written permission to the vendor and, the vendor shall include, on the appropriate page(s) of the Work-Made-For-Hire, a citation to the copyright owner(s), using the style as set forth in the written permission.
 - Where a copyright owner requests a fee for permission, GOER shall pay the copyright owner(s) or legal representative(s) the agreed upon fee, if any, for the inclusion or incorporation of previously copyrighted material in the work-made-for-hire. GOER, in its sole discretion, may determine that it will not pay such fee for the right to include or incorporate such previously copyrighted material. In such event, the vendor will be required to create new materials or use alternate previously copyrighted materials (which shall also be subject to GOER's Copyright Policy).

- Bibliographic and footnote references and citations must be included where appropriate and must use the proper format as set forth in the Copyright Policy.
- The contract will contain a warranty by which the contractor shall warrant to GOER that he/she is the sole author of the material or work created or produced, except for the incorporated material for which copyright permission was obtained.
- The contract will contain an indemnification in which the contractor agrees to indemnify GOER against any legal action with respect to the warranty.

Where the consultant is using materials previously developed by that consultant and adapting or revising such materials for delivery to New York State employees, the consultant materials must comply with the requirements of GOER/LMC Copyright Policy.

COPYRIGHT REFERENCES

Grossman, John, Editor. *The Chicago Manual of Style, 14th Edition*. Chicago: The University Chicago Press, 1993.

Guidelines for Classroom Copying in Not-for-Profit Educational Institutions. H.R. Judiciary Comm. Rep. No. 94-1476, 94th Congress, 2d Session, pp. 68-71.

State University of New York at Albany. *Copyright Policies*. Albany: SUNY Albany, 1987.

Title 17, United States Code Sections 101 et seq.

Turabian, Kate L. *A Manual for Writers of Term Papers, Theses, and Dissertations, 6th Edition*. Chicago: The University of Chicago Press, 1996.

United States Copyright Office, Circular 1, *Copyright Basics*.

United States Copyright Office, Circular 9, *Works-Made-For-Hire Under the 1976 Copyright Act*.

United States Copyright Office, Circular 31, *Ideas Methods, or Systems*.

United States Copyright Office, Circular 34, *Copyright Protection Not Available for Names, Titles, or Short Phrases*.

**GOVERNOR'S OFFICE OF EMPLOYEE RELATIONS (GOER)/
NEW YORK STATE LABOR-MANAGEMENT COMMITTEES (LMCs)**

Travel and Lodging Reimbursement Policy for Consultants

Reimbursement for consultant travel and meal/lodging expenses is subject to the same limitations that apply to New York State employees. These limitations are described below.

Reimbursement rates cited in this policy are subject to change. Updates to this policy are located on the GOER website at <http://goer.ny.gov/vendor-info/index.cfm>.

TRAVEL REIMBURSEMENT ALLOWANCES				
Location	Method I (Unreceipted) Lodging & Meals	Method II (Lodging Receipted) Lodging Meals		Max Per Diem
Albany County	\$40.00	\$115.00	\$59.00	\$174.00
Broome County - Binghamton	\$40.00	\$ 99.00	\$59.00	\$158.00
Dutchess County - Poughkeepsie	\$35.00	\$104.00	\$64.00	\$168.00
Erie County - Buffalo	\$40.00	\$112.00	\$64.00	\$176.00
Essex County - Lake Placid				
Essex (Oct 1-Nov 30)	\$35.00	\$115.00	\$74.00	\$189.00
Essex (Dec1-Feb 29)	\$35.00	\$140.00	\$74.00	\$214.00
Essex (Mar 1-Jun 30)	\$35.00	\$107.00	\$74.00	\$181.00
Essex (Jul 1-Aug 31)	\$35.00	\$172.00	\$74.00	\$246.00
Essex (Sep 1-Sep 30)	\$35.00	\$115.00	\$74.00	\$189.00
Jefferson County - Watertown	\$35.00	\$ 94.00	\$54.00	\$148.00
Monroe County - Rochester	\$40.00	\$101.00	\$59.00	\$160.00
Nassau County - Floral Park/Garden City/Great Neck	\$50.00	\$150.00	\$69.00	\$219.00
New York City - (Manhattan), Bronx, Brooklyn (Kings), Queens, Staten Island (Richmond)				
NYC (Oct 1-Dec 31)	\$50.00	\$306.00	\$74.00	\$380.00
NYC (Jan 1-Feb 28)	\$50.00	\$181.00	\$74.00	\$255.00
NYC (Mar 1-June 30)	\$50.00	\$270.00	\$74.00	\$344.00
NYC (July 1-Aug 31)	\$50.00	\$242.00	\$74.00	\$316.00

TRAVEL REIMBURSEMENT ALLOWANCES				
Location	Method I (Unreceipted) Lodging & Meals	Method II (Lodging Receipted)		Max Per Diem
		Lodging	Meals	
NYC (Sep 1-Sep 30)	\$50.00	\$306.00	\$74.00	\$380.00
Niagara Falls (Oct 1-June 30)	\$40.00 \$40.00	\$ 89.00 \$114.00	\$59.00 \$59.00	\$148.00 \$173.00
Niagara Falls (July 1- August 31)				
Niagara Falls (Sep 1-Sep 30)	\$40.00	\$ 89.00	\$59.00	\$148.00
Onondaga/Oswego Counties - Syracuse	\$40.00	\$100.00	\$59.00	\$159.00
Orange County - West Point	\$35.00	\$106.00	\$59.00	\$165.00
Rensselaer County - Troy	\$40.00	\$107.00	\$64.00	\$171.00
Rockland County - Nyack, Palisades	\$50.00	\$112.00	\$64.00	\$176.00
Saratoga/Schenectady Counties				
Saratoga/Schenectady (Oct 1-Jun 30)	\$40.00	\$120.00	\$64.00	\$184.00
Saratoga/Schenectady (Jul 1-Aug 31)	\$40.00	\$186.00	\$64.00	\$250.00
Saratoga/Schenectady (Sep 1-Sep 30)	\$40.00	\$120.00	\$64.00	\$184.00
Seneca County - Waterloo, Romulus	\$35.00	\$121.00	\$59.00	\$180.00
Suffolk County - Long Island/Riverhead/Ronkonkoma/Melville				
	\$50.00	\$126.00	\$64.00	\$190.00
Tioga County - Owego	\$40.00	\$ 99.00	\$59.00	\$158.00
Tompkins County - Ithaca	\$35.00	\$121.00	\$59.00	\$180.00
Ulster County - Kingston	\$35.00	\$115.00	\$69.00	\$184.00
Warren County – Glens Falls (Oct 1-June 30)	\$35.00	\$ 99.00	\$64.00	\$163.00
Warren County – Glens Falls (July 1-Aug 31)	\$35.00	\$160.00	\$64.00	\$224.00

TRAVEL REIMBURSEMENT ALLOWANCES				
Location	Method I (Unreceipted) Lodging & Meals	Method II (Lodging Receipted) Lodging Meals		Max Per Diem
Warren County – Glens Falls (Sep 1-Sep 30)	\$35.00	\$ 99.00	\$64.00	\$163.00
Westchester County - Tarrytown/White Plains/New Rochelle	\$50.00	\$151.00	\$64.00	\$215.00
NYS Counties below: <i>Allegany, Chemung, Clinton, Franklin, Fulton, Hamilton, Herkimer, Lewis, Montgomery, Oneida, Otsego, Putnam, Schuylar, St. Lawrence, Steuben, Sullivan, Washington, Yates</i>	\$35.00	\$ 89.00	\$51.00	\$140.00
NYS Counties below: <i>Cattaraugus, Cayuga, Chautauqua, Chenango, Columbia, Cortland, Delaware, Genesee, Greene, Livingston, Madison, Ontario, Orleans, Schoharie, Wayne, Wyoming</i>	\$40.00	\$ 89.00	\$51.00	\$140.00
Outside New York State	\$50.00	<i>varies according to Federal Allowances</i>		

For more detailed per diem rates, including rates outside New York State, please visit the U.S. General Services Administration (GSA) website located at www.gsa.gov/portal and click on per diem rates.

MEAL ALLOWANCE PER DIEM BREAKDOWN FOR OVERNIGHT TRAVEL

MEAL ALLOWANCE	\$51	\$54	\$59	\$64	\$69	\$74
Breakfast (max)	\$10	\$11	\$12	\$13	\$14	\$15
Dinner (max)	\$41	\$43	\$47	\$51	\$55	\$59

METHOD I PER DIEM

This is for overnight travel without receipts. Reimbursement is a flat rate for each county. The flat rate includes meals and incidental expenses. *You may qualify for an additional meal if you left one hour or more prior to your official work start time, or returned two hours or more after your official work end time. The meal reimbursement is the same as the unreceipted day trip: \$5 for breakfast, \$12 for dinner.

METHOD II PER DIEM

When in travel status (*35 miles or more from home and official station*), each overnight meal per diem begins with dinner the evening of your stay and ends with breakfast the following morning. One per diem is allowed for each overnight and must be accompanied by a lodging receipt that clearly shows travel dates. *You may qualify for an additional meal if you left one hour or more prior to your official work start time, or returned two hours or more after your official work end time. Meal per diem amounts vary by county. Additional meals will be paid at the rate for the county to which you traveled.

UNRECEIPTED MEAL ALLOWANCE FOR SINGLE DAY TRIP - ALL LOCATIONS

Breakfast (max) \$5.00/Dinner (max) \$12.00
(All Single Day Trip Meal Reimbursements are Taxable Income)

Requirements: Must be in travel status (35 miles or more from home and official station). *You may qualify for a meal if you left one hour or more prior to your official work start time, or returned two hours or more after your official work end time. Reimbursement of day trip meals up to the amount of a per diem for the county visited is allowable when accompanied by a receipt.

**If your early departure or late return is because you stopped for a meal or for personal reasons, you are not entitled to the meal per diem. Trips that include extra meal per diems MUST have a START and END time.*

LODGING LETTER: GOER can provide consultants with a letter requesting that they be afforded, at the discretion of the hotel/motel management, the same discounted lodging rates provided state employees. However, unless a consultant has tax exempt status, we also will pay for hotel taxes in excess of the allowable hotel per diems.

LUNCH: Lunch expenses are not reimbursable.

INCIDENTALS: Incidental expenses such as tips for bellmen and porters are included in meal allowances and are not individually reimbursed.

CLAIM FOR TRAVEL REIMBURSEMENT BY A NON-EMPLOYEE (AC3257-S) – This form located at http://www.osc.state.ny.us/agencies/forms/ac3257s_fe.pdf should be completed and submitted with invoice and supporting documentation.

TRANSPORTATION: Consultants should use the most efficient and cost effective method of transportation available.

PERSONAL CAR MILEAGE: To view the GSA POV Mileage Reimbursement Rates, please go to [GSA Portal](#) and click on POV Mileage Reimbursement. All mileage claims *must* state beginning point and destination point.

RECEIPTS REQUIRED: Receipts must be submitted in accordance with the chart below.

Expense Type	Documentation Required
Transportation by Common Carrier (e.g. train, bus, airplane, subway)	Ticket stub if purchase price is printed on the stub; receipt and ticket stub if purchase price is not printed on the stub
Taxi	Receipt
Rental Car	Receipt showing return time
Tolls - EZ Pass	EZ pass statement with applicable charges indicated
Tolls - Cash	Receipt
Gas	Receipt
Day Trip Meals - Receipted	Receipt
Hotels - Receipted	Receipt
Parking	Receipt
Miscellaneous Expenses	Receipt

**Governor's Office of Employee Relations (GOER)/New York State
Labor-Management Committees (LMC)**

Application for Competitively Bid Contract (ADM-28)

1. Project/Procurement Title:	
2. Contract Procurement Number (to be completed by GOER):	
3. Issuing Unit or Committee:	
4. Name of Firm Submitting Proposal: Federal Employer Identification #:	
5. Address (Payment Office Mailing Address):	E-mail: Facsimile:
6. Telephone Number:	
7. <i>Non-Sectarian use of Funds</i> : Are any of your purposes sectarian (for the advancement of any religion)? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES , please state if funds to be received from New York State will be used for a purely secular purpose:	

8. *Compliance with New York State Policy:* I (we), the undersigned, affirm that we are willing to comply with all the conditions set forth in the Request-For-Proposals, specifically those set forth in New York State Standard Appendix "A" and all the statutes and regulations pertaining thereto.

9. *Americans with Disabilities Act (ADA):* The successful bidder(s) shall comply with all applicable requirements of the Americans with Disabilities Act (ADA), codified at Title 42 of the United States Code, Section 12101 et seq. and associated regulations, including, but not limited to, those located in 28 C.F.R. Part 36. The successful bidder(s) shall comply with all applicable requirements of the New York State Human Rights Law, codified in the Executive Law Sections 290-301 and applicable regulations implemented pursuant to that law. The successful bidder shall warrant to the GOER that the successful bidder(s) is (are) in compliance with both the ADA and its regulations and the New York State Human Rights Law and its regulations. The successful bidder(s) shall also indemnify the GOER to that end.

10. *Period of Validity:* Each bidder(s) shall hold all provisions of their proposal firm and not revocable for a period of up to ninety days from the bid opening unless withdrawn in writing or unless otherwise specified in the solicitation.

11. *Vendor Responsibility Questionnaire Requirement, Check the appropriate box:*

Certified, within the last 6 months, and filed the Vendor Responsibility Questionnaire online via the New York State VendRep System.

OR

Included a properly executed paper copy of the Vendor Responsibility Questionnaire with the Technical Proposal.

**Procurement Lobbying Law Provision of State Finance Law Sections 139-j and 139-k
139-k (5):**

**Contractor Disclosure of Contacts Form
Procurement Lobbying Law – Form 1**

This form shall be completed and submitted with your bid, proposal, or offer. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the bid, proposal, or offer. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid, proposal, or offer.

Section 1:

Is this an initial filing in accordance with Section II, paragraph 1 of Procurement Lobbying Law or an updated filing in accordance with Section II, paragraph 2 of Procurement Lobbying Law? (Please check): Initial filing Updated filing

If at the time of this filing no person or organization was retained, employed or designated by or on behalf of the bidder to attempt to influence the procurement process, check here:

Section 2: This section *must only be completed* if your firm or business has retained, employed, or designated by or on behalf of the prospective bidder/contractor to appear before or contact the Governmental Entity to attempt to influence the procurement.

Name and Address:

Telephone Number:

Primary Place of Business/Executive Office:

Occupation:

Does the above named person or organization have a financial interest in the procurement?

Yes No

**Procurement Lobbying Law Provision of State Finance Law Sections 139-j and 139-k
139-k (5):**

Prospective Bidder/Contractor Disclosure of Prior Non-Responsibility Determinations

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

Name and Title of Person Submitting this Form:

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 five years? No Yes

If yes to above, please answer the following questions:

Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139?
 No Yes

Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity?
 No Yes

If yes to above, please provide details regarding the finding of non-responsibility below:

Government Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility: (Add additional pages if necessary.)

Procurement Lobbying Law Provision of State Finance Law Sections 139-j and 139-k

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? No Yes

If yes to above, please provide details below:

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding: (Add additional pages as necessary.)

I (We), the undersigned, attest that I am (we are) in agreement with all of the above provisions and I am (we are) authorized to bind the bidder to the above provisions and the provisions of the technical proposal and cost proposal that I (we) have submitted.

Signature(s) of Individual(s) Authorized to Sign Contract:

Name(s)/Title(s):

Date:

Job Skills Program Course Categories

NOTE: Bidders should submit proposals for **course categories** in which they have expertise and NOT for specific courses. Descriptions for some of the courses listed below can be accessed on the Partnership's website at www.nyscseapartnership.org.

Job Skills Program Course Categories	Examples of Courses in the Category
<p>Computer Skills</p> <p><i>Courses in this category provide employees with the knowledge and skills they need to use a personal computer and application software.</i></p>	<ul style="list-style-type: none"> • Computer Basics • Designing Dynamic PowerPoint Presentations • Internet Research Skills • Understanding Today's Computer • Using Microsoft Office Access • Using Microsoft Office Excel • Using Microsoft Office Outlook • Using Microsoft Office PowerPoint • Using Microsoft Office Word
<p>Individual Development</p> <p><i>Courses in this category provide employees with the knowledge and skills they need to help improve their work and personal lives.</i></p>	<ul style="list-style-type: none"> • Best Practices in Resume and Interview Preparation • Careers in Nursing • Career Options Within NYS Government Using GOT-IT • Dealing with Stress • Financing Your Education • Getting Started with a Healthy Lifestyle • Managing Finances • Managing Your Stress • Study Skills • Using Credit Wisely • Using the Merit System • You and Your Finances • Your Work Matters: Pride in Public Service
<p>Interpersonal Communication</p> <p><i>Courses in this category provide employees with the skills they need to communicate effectively.</i></p>	<ul style="list-style-type: none"> • Being an Effective Team Member • Building Better Work Relationships • Communicating with the Public • Conflict Resolution: How to Be Your Own Mediator • Customer Service • Dealing with Difficult Behaviors • Effective Telephone Communication • Electronic Etiquette • Feedback: Making it Effective • Influencing with Confidence

Job Skills Program Course Categories	Examples of Courses in the Category
	<ul style="list-style-type: none"> • Job Etiquette • Keep Your Cool: Ways to Protect Your Professional Reputation • Workplace Social Skills
<p>Language Skills</p> <p><i>Courses in this category are designed for employees whose first language is not English and provide basic skills in reading, writing, grammar, speaking, listening, and non-verbal communication. Courses in this category also provide employees with basic knowledge of the Spanish language and Hispanic/Latino culture and provide essential skills in using and understanding standard pronunciation, common vocabulary, and grammatical structure of the language. The courses in this category provide the fundamentals for working with clients and the public who are non-English speakers or not fluent in English.</i></p>	<ul style="list-style-type: none"> • Conversational Spanish • Focus on Pronunciation: Level 1 • Focus on Pronunciation: Level 2 • Introduction to Spanish: Level 1 • Introduction to Spanish: Level 2
<p>Math Skills</p> <p><i>Courses in this category provide employees with the skills they need to complete assignments involving basic, intermediate, and advanced level mathematical computations.</i></p>	<ul style="list-style-type: none"> • Interpreting Data • Introduction to Accounting • Math Skills Builder: Level 1 • Math Skills Builder: Level 2
<p>Safety and Health</p> <p><i>Courses in this category provide employees with the knowledge and skills needed to promote a safe and healthy work environment.</i></p>	<ul style="list-style-type: none"> • Accident Recordkeeping • Asbestos Awareness • Asbestos Awareness Train-the-Trainer • Back Injury Prevention • Computer Ergonomics Assessor Training • Confined Space Entry • Construction Safety Awareness • Control of Hazardous Energy (Lockout/Tagout) • Control of Hazardous Energy (Lockout/Tagout) Train-the-Trainer • Excavation and Trenching Safety • Fall Prevention and Protection • Fall Prevention and Protection Train-the-Trainer

Job Skills Program Course Categories	Examples of Courses in the Category
	<ul style="list-style-type: none"> • Forklift Operator Safety • Forklift Operator Safety Train-the-Trainer • Heavy Equipment Operation Safety • Introduction to Imminent Danger • Lead Awareness • OSHA 10-Hour General Industry • Preventing Slips, Trips, and Falls • Scaffolding Safety
<p>Work Management</p> <p><i>Courses in this category provide employees with the skills they need to complete assignments efficiently and effectively.</i></p>	<ul style="list-style-type: none"> • Change: Making it Work • Conducting Effective Meetings • Critical Thinking • Effective Problem Solving • Getting Organized: Time, Tasks, and Life • Take Control of Your Time • Taming Your Tasks • The Organized Office Worker
<p>Writing Skills</p> <p><i>Courses in this category provide employees with the skills they need to communicate effectively via the written word.</i></p>	<ul style="list-style-type: none"> • Building a Better Vocabulary • Business Writing • Catching Errors: A Proofreader's Guide • Fundamentals of Writing • Grammar and Punctuation • Polishing Your Writing for Supervisors, Managers and Leaders • Writing Effectively • Writing Reports and Evaluations • Writing Successful Email

Adult Education Basics (AEB) Program Course Categories

NOTE: Bidders should submit proposals for **course categories** in which they have expertise and NOT for specific courses. Descriptions for some of the courses listed below can be accessed on the Partnership's website at www.nyscseapartnership.org.

Adult Education Basics (AEB) Course Categories	Examples of Courses in the Category
<p>Basic Education Skills</p> <p><i>Courses in this category provide employees with the essential knowledge and skills they need to perform their job duties. These courses help employees improve their basic reading, English grammar and punctuation, and basic writing and math skills, and enhance their knowledge and understanding of science and social studies.</i></p>	<ul style="list-style-type: none"> • Reading, Writing and Math: Level 1 • Reading, Writing and Math: Level 2 • Reading, Writing and Math: Level 3 • Test Assessing Secondary Completion (TASC) Preparation: Level 1 • Test Assessing Secondary Completion (TASC) Preparation: Level 2 • Test Assessing Secondary Completion (TASC) Preparation: Level 3
<p>English Language Skills</p> <p><i>Courses in this category are designed for employees whose first language is not English and provide basic skills in reading, writing, grammar, speaking, listening, and non-verbal communication in the English language.</i></p>	<ul style="list-style-type: none"> • English for Speakers of Other Languages (ESOL): Level 1 • English for Speakers of Other Languages (ESOL): Level 2 • English for Speakers of Other Languages (ESOL): Level 3
<p>Math Skills</p> <p><i>Courses in this category provide employees with the skills they need to complete assignments involving basic, intermediate, and advanced level mathematical computations.</i></p>	<ul style="list-style-type: none"> • Introduction to Math: Level 1 • Introduction to Math: Level 2 • Introduction to Math: Level 3
<p>Reading Skills</p> <p><i>Courses in this category provide employees with the essential skills for reading various types of documents and publications and increasing their comprehension and processing and interpreting information.</i></p>	<ul style="list-style-type: none"> • Reading Comprehension: Level 1 • Reading Comprehension: Level 2 • Reading Comprehension: Level 3

Adult Education Basics (AEB) Course Categories	Examples of Courses in the Category
<p>Writing Skills</p> <p><i>Courses in this category provide employees with the skills needed to write effectively in the workplace.</i></p>	<ul style="list-style-type: none"> • Introduction to Writing: Level 1 • Introduction to Writing: Level 2 • Introduction to Writing: Level 3
<p>Writing Skills – Creative Writing</p> <p><i>Courses in this category provide employees the skills to increase their comfort with the process of writing.</i></p>	<ul style="list-style-type: none"> • Basic Writing: A Creative Approach: Level 1 • Basic Writing: A Creative Approach: Level 2

CONTRACTOR COST INFORMATION, GOER Form # ADM-30
Job Skills and Adult Education Basics
Program Delivery and Curriculum Development

Bidders should submit only one Cost Proposal for all bids. Provide one **daily rate** per program area (Job Skills and/or Adult Education Basics) and function (Program Delivery and/or Curriculum Development) based on an eight (8) hour day. There should be only one daily rate provided for all course categories related to Program Delivery and only one daily rate for all course categories related to Curriculum Development. Bidders should refer to the Time Allotment for Completion of Curriculum Development Projects, Attachment 11, when completing their Cost Proposal for Curriculum Development. Additionally, if bidding on both the Job Skills Program (Part B) and the Adult Education Basics Program (Part C) only one ADM-30 should be submitted for all course categories being bid.

Program Area and Function	Daily Rate
Job Skills Program	
Program Delivery	_____
Curriculum Development	_____
Adult Education Basics (AEB) Program	
Program Delivery	_____
Curriculum Development	_____

Bidder's Name:

Special Notes:

- All Program Delivery assignments will be done with one instructor unless otherwise determined and approved by the Partnership. Delivery would then be reimbursed on a per instructor basis at the contractor's daily rate.
- Preparation for Program Delivery should be included in the contractor's daily rate.
- Instructors must bring a laptop with Microsoft Office (version 2010 or greater), speakers, and LCD projector, at no cost to New York State, to training programs that require it.
- Interim or partial payments may be made when 50% of an AEB Curriculum Development project is completed, accepted, and approved by the Partnership. Final payment will be made when an entire Curriculum Development project for Job Skills or AEB is completed, accepted, and approved by the Partnership.
- Participation in the Partnership's consultant orientation will be reimbursed at \$100 per hour plus travel costs in accordance with New York State travel guidelines (Attachment 4).
- Partial days (for webinar and classroom delivery less than six (6) hours) will be pro-rated based on a contractor's daily rate based on an eight (8) hour day.
- Daily rates must include all contractor non-personal service (NPS) costs and any indirect costs, e.g., supplies, materials, copying, utilities, and equipment rental. However, postage to return course materials will be reimbursed with prior approval from the Partnership.
- Travel will be reimbursed in accordance with the New York State travel guidelines (Attachment 4).

GOER Data Security Policy

To facilitate the secure sharing of information, appropriate security measures must be in place commensurate with the sensitivity and confidentiality of the personal information being shared. Because the data in question may be personally identifiable and of a financial nature, for information to be released outside GOER or shared between GOER and the contractor a process must be established that:

- evaluates and documents the sensitivity of the information to be released or shared;
- identifies the responsibilities of each party for protecting the information;
- defines the minimum controls required to transmit and use the information;
- records the measures that each party has in place to protect the information;
- defines a method for compliance measurement;
- provides a signoff procedure for each party to accept responsibilities;
- establishes a schedule and procedure for reviewing the controls.

At a minimum, we require that data transmissions between the parties be encrypted (256-bit) and that periodic security reviews be undertaken to ensure the integrity, security and availability of the information. Please refer to NYS Information Technology Policy on encryption, NYS-S14-007 at

<http://www.its.ny.gov/policy/enterprise-encryption-standard-v1.0.pdf>.

A range of network controls must be undertaken to maintain security, both in the Contactor's internal network and to ensure the protection of connected State services and networks. Wherever necessary, we require that special controls be implemented to safeguard data integrity and confidentiality of the data while passing over public networks (e.g., the Internet).

Below, please find an excerpt from GOER/LMC Information Technology, Management, and Security Policy that outlines the requirements for IT work performed by outside contractors, as well as requirements for information management.

Requirements for IT Work Performed by Outside Contractors

- 1) When a contractor is required to provide a web site as a result of any contract entered into by GOER or the LMCs, that web site must conform to State policies found at <http://www.its.ny.gov/eiso/policies/security> including NYS Information Technology Policy NYS-P08-005 at <http://www.its.ny.gov/policy/NYS-P08-005.pdf>, which requires that State entity web sites are accessible to individuals with disabilities and which provides the standards web sites must meet in order to comply.
- 2) When a contractor is required to provide a web site as a result of any contract entered into by GOER or the LMCs, ownership of web site content and any

applicable domain names must be clearly addressed in the contract.

3) When a contractor is required to provide a web site as a result of any contract entered into by GOER or the LMCs, acceptance of the web site and completion of the contract must be contingent on an agency review of the web site for accessibility, usability, suitability, and receipt of all appropriate documentation.

4) When a contractor is responsible for the collection or manipulation of information as a result of any contract entered into by GOER or the LMCs, the GOER Risk Management Officer (RMO) must be informed and consulted regarding adherence to agency standards for data definition and storage. Ownership of the information and provisions for the future of the information after the expiration of the contract period must also be clearly addressed in the contract.

5) When a contractor is responsible for the collection or manipulation of information as a result of any contract entered into by GOER or the LMCs, the RMO must be informed and consulted regarding adherence to agency standards for data security.

6) When a vendor/contractor is responsible for the collection or manipulation of information as a result of any contract/work agreement entered into by GOER or an LMC, completion of the contract must be contingent upon a review of the work by the RMO and receipt of complete documentation of the data system in use.

7) The following language must be incorporated into all RFPs and work agreements with outside vendors, whether engaged via a purchase order or via contract:

"The disclosure of any information about GOER/LMC information technology, State employees or the State workforce that the vendor/contractor may have access to in the course of this engagement to any individual not employed by GOER/LMC is prohibited unless explicitly specified in the RFP, contract or purchase order/work agreement. Vendor personnel will be required to sign GOER's standard Non-Disclosure Agreement.

"Bidders may be required to submit a risk assessment plan for the management of confidential information. This plan, if required, must include technology and non-technology based approaches to managing the security of confidential information."

Information Management

Mainstream agency databases and applications must be developed, administered and maintained in accordance with the following basic framework, whether developed in-house or by an outside contractor:

1) Documentation must include data entity diagrams that clearly reveal the key relationships (primary and foreign) of all data elements in each database schema.

Each data element must be defined along with its role in the schema. Database data dictionaries must be complete and published.

2) Data entity *types* must be in alignment with current agency requirements and standards.

3) Common *data groups* (tables, lists of values, etc.) e.g. bargaining units, agency ids must reside in one agency table only.

4) Access to data and specific manipulation rights must be administered by a central database authority in accordance with the application's unit management.

5) Data *editing procedures* must be complete and meet agency standards.

6) All data integrity must be enforced *at the database level* as opposed to the application level.

7) In the performance of work related to this contract the contractor is required to comply with NYS Information Technology Policy [NYS-P14-001](#) and all State policies found at <http://www.its.ny.gov/eiso/policies/security>. Any and all third-party use of State equipment, systems or data must be authorized in advance by GOER's executive management.

Template for Proposal Submission

B. JOB SKILLS PROGRAM: DESCRIPTION OF SERVICES SOUGHT AND REQUIREMENTS

B.3. Selection Criteria and Requirements for Job Skills Program Delivery

B.3.a. Bidder Capability:

Bidders are expected to describe their firm's ability to deliver half-day, one-day, and multiple-day classes on dates, times, and locations mutually agreed to by the Partnership, consultant, and agency worksite. Program delivery occurs at various locations throughout New York State using course materials provided by the Partnership. Proposals are expected to describe the professional teaching expertise and qualifications of proposed staff assigned to the project.

The proposal is expected to:

B.3.a.1) Provide a comprehensive description of the bidder's firm and its proposed staff indicating the ability to deliver the training programs for each course category being bid. Include a list of the bidder's proposed staff assigned to program delivery, describe their teaching experience, and provide resumes for proposed staff. **Required**

RESPONSE:

B.3.a.2) Describe the bidder's firm's ability to deliver multiple classroom-based and webinar course offerings at various locations throughout New York State. If the bidder's firm has geographic limitations, please provide these. **Required**

RESPONSE:

It is desired that the proposal will:

B.3.a.3) Provide evidence of experience consistent with excellence in service in teaching for the bidder's firm, e.g., include awards, ratings, evaluations, or other evidence of distinction in the training field. **Optional**

RESPONSE:

B.3.b. Subject Matter Expertise (within the last 5 years):

Bidders are expected to describe their staff's knowledge of each course category in which they are bidding.

The proposal is expected to:

- B.3.b.1) Provide a comprehensive description of proposed staff's knowledge and qualifications to teach courses in each course category being bid. **Required**

RESPONSE:

- B.3.b.2) Provide a description of relevant additional background and experience of the proposed staff in the course category being bid. **Required**

RESPONSE:

- B.3.b.3) List the number of years or months of experience of the proposed staff for each course category being bid. **Required**

RESPONSE:

B.3.c. Adult Learner Teaching Expertise (within the last 5 years):

Bidders are expected to describe their proposed staff's experience teaching adult learners in each category in which they are bidding. Bidders are expected to describe their staff's knowledge and experience with instructional techniques including, but not limited to, use of case studies, role plays, small group discussion and facilitation, demonstrations, simulations, and direct lecture presentations.

The proposal is expected to:

- B.3.c.1) Describe each teacher's experience working with adult learners in an educational environment. **Required**

RESPONSE:

- B.3.c.2) Include a list of classroom-based and webinar courses delivered by proposed staff to adult learners for each course category being bid. Include specific instances of what, where, and when training delivery occurred. **Required**

RESPONSE:

- B.3.c.3) Describe each teacher's experience working with various learning styles and preferences, e.g., expertise in or use of multi-sensory, multi-modal and/or interactive teaching techniques. **Required**

RESPONSE:

- B.3.c.4) List the proposed staff(s) years or months of relevant experience teaching adult learners for each course category being bid. **Required**

RESPONSE:

- B.3.d. Experience with Similar Employers and Employees (within the last 5 years):

Bidders are requested to describe their experience in serving clients similar to New York State, e.g., other public employers; large, multi-site employers; unionized employee populations; or culturally diverse employee populations.

It is desired that the proposal will:

- B.3.d.1) List and describe educational program delivery experience with New York State government or other public employers. **Optional**

RESPONSE:

B.3.d.2) List and describe educational program delivery experience with other large multi-site employers. **Optional**

RESPONSE:

B.3.d.3) List and describe educational program delivery experience with other unionized employee populations deemed relevant. **Optional**

RESPONSE:

B.3.e. Use of Technology in Program Delivery:

B.3.e.1) Bidders are expected to provide all appropriate equipment the Partnership deems necessary for classroom training, including hardware (laptop computers, speakers, and LCD projectors) and software (Microsoft Office version 2010 or greater). LCD projectors allow slide shows to be viewed by classroom participants. All equipment must be in good working order and meet any additional specifications identified by the Partnership in advance of program delivery. **Required**

RESPONSE:

B.3.e.2) Bidders are expected to be proficient in the use of all appropriate equipment and technology the Partnership deems necessary for classroom training, including the use of hardware, software, multi-media presentations and Internet navigation and use. **Required**

RESPONSE:

B.3.e.3) Bidders are expected to facilitate learning using appropriate technology in either webinar or classroom environments. **Required**

RESPONSE:

B.5. Selection Criteria and Requirements for Job Skills Program Curriculum Development

B.5.a. Bidder Capability:

Bidders are expected to describe their firm's ability to develop and revise Job Skills program curricula for classroom-based instruction and webinars. Proposals are expected to describe the professional expertise and qualifications of proposed staff assigned to the project.

The proposal is expected to:

- B.5.a.1) Provide a comprehensive description of the bidder's firm and the proposed curriculum development staff indicating the ability to develop courses for each course category being bid. Include a list of the bidder's proposed staff assigned to curriculum development, describe their curriculum development experience, and provide resumes for proposed staff. **Required**

RESPONSE:

- B.5.a.2) Describe the bidder's firm's ability to develop course curricula for classroom-based instruction and webinars. **Required**

RESPONSE:

It is desired that the proposal will:

- B.5.a.3) Provide evidence of experience consistent with excellence in service in curriculum development for the bidder's firm, e.g., include awards, ratings, evaluations, or other evidence of distinction. **Optional**

RESPONSE:

B.5.b. Subject Matter Expertise (within the last 5 years):

Bidders are expected to describe their curriculum development staff's

knowledge of each course category in which they are bidding.

The proposal is expected to:

- B.5.b.1) Provide a comprehensive description of proposed staff's knowledge and qualifications to develop courses in each course category being bid. **Required**

RESPONSE:

- B.5.b.2) Provide a description of relevant additional background and experience of the proposed staff in the course category being bid. **Required**

RESPONSE:

- B.5.b.3) List the number of years or months of experience of the proposed staff for each course category being bid. **Required**

RESPONSE:

B.5.c. Curriculum Development Expertise (within the last 5 years):

Bidders are expected to describe their proposed curriculum development staff's experience in designing courses in each course category in which they are bidding.

The proposal is expected to:

- B.5.c.1) Describe each proposed curriculum developer's experience in designing courses in each course category being bid. **Required**

RESPONSE:

- B.5.c.2) Describe previously completed work that reflects knowledge and experience of the principles of sound curriculum design and development. **Required**

RESPONSE:

- B.5.c.3) Include a list of classroom-based and webinar courses for each course category being bid that were developed by proposed curriculum development staff for adult learners. Include specific instances of what, where, and when curriculum development occurred. **Required**

RESPONSE:

The proposal must:

- B.5.c.4) Provide one (1) sample of curriculum in hard copy and one (1) copy on CD ROM that the bidder's firm has developed for each course category being bid. **Mandatory Requirement**

RESPONSE:

B.5.d. Adult Learner Expertise (within the last 5 years):

Bidders are expected to describe their proposed staff's knowledge and experience with developing high-quality, learner-centered curriculum for adult learner audiences.

The proposal is expected to:

- B.5.d.1) Describe relevant course development expertise of proposed staff for classroom education and teaching for adult learners. **Required**

RESPONSE:

- B.5.d.2) Describe relevant experience for proposed staff in developing education and teaching programs for adult learners for delivery via webinar. **Required**

RESPONSE:

- B.5.d.3) Describe each proposed curriculum developer's experience working with various learning styles and preferences, e.g., expertise in or use of multi-sensory, multi-modal and/or interactive teaching techniques. **Required**

RESPONSE:

- B.5.d.4) List the proposed staff(s) years or months of relevant experience in developing curricula for adult learners for each course category being bid. **Required**

RESPONSE:

- B.5.e. Experience with Similar Employers and Employees (within the last 5 years):

Bidders are requested to describe their proposed staff's experience in serving clients similar to New York State, e.g., other public employers; large, multi-site employers; unionized employee populations; and culturally diverse employee populations.

It is desired that the proposal will:

- B.5.e.1) List and describe curriculum development experience within New York State government or other public employers. **Optional**

RESPONSE:

- B.5.e.2) List and describe curriculum development experience with other large multi-site employers. **Optional**

RESPONSE:

- B.5.e.3) List and describe curriculum development experience with other unionized employee populations deemed relevant. **Optional**

RESPONSE:

C.3. Selection Criteria and Requirements for Adult Education Basics (AEB) Program Delivery

C.3.a. Bidder Capability:

Bidders are expected to describe their firm's ability to deliver half-day, one-day, and multiple-day classes on dates, times, and locations mutually agreed to by the Partnership, consultant, and agency worksite. Program delivery occurs at various locations throughout New York State using course materials provided by the Partnership. Proposals are expected to describe the professional teaching expertise and qualifications of proposed staff assigned to the project.

RESPONSE:

The proposal is expected to:

- C.3.a.1) Provide a comprehensive description of the bidder's firm and its proposed staff indicating the ability to deliver the training programs for each course category being bid. Include a list of the bidder's proposed staff assigned to program delivery, describe their teaching experience, and provide resumes for proposed staff. **Required**

RESPONSE:

- C.3.a.2) Describe the bidder's firm's ability to deliver multiple classroom-based and webinar course offerings at various locations throughout New York State. If the bidder's firm has geographic limitations, please provide these. **Required**

RESPONSE:

It is desired that the proposal will:

- C.3.a.3) Provide evidence of experience consistent with excellence in service in teaching for the bidder's firm, e.g., include awards, ratings, evaluations, or other evidence of distinction in the training field. **Optional**

RESPONSE:

C.3.b. Subject Matter Expertise (within the last 5 years):

Bidders are expected to describe their staff's knowledge of each course category in which they are bidding.

The proposal is expected to:

- C.3.b.1) Provide a comprehensive description of proposed staff's knowledge and qualifications to teach courses in each course category being bid. **Required**

RESPONSE:

- C.3.b.2) Provide a description of relevant additional background and experience of the proposed staff in the course category being bid. **Required**

RESPONSE:

- C.3.b.3) List the number of years or months of experience of the proposed staff for each course category being bid. **Required**

RESPONSE:

C.3.c. Adult Learner Teaching Expertise (within the last 5 years):

Bidders are expected to describe their proposed staff's experience teaching adult learners in each category in which they are bidding. Bidders are expected to describe their staff's knowledge and experience with instructional techniques including, but not limited to, use of case studies, role plays, small group discussion and facilitation, demonstrations, simulations, and direct lecture presentations.

The proposal is expected to:

- C.3.c.1) Describe each teacher's experience working with adult learners in an educational environment. **Required**

RESPONSE:

- C.3.c.2) Include a list of classroom-based and webinar courses delivered by proposed staff to adult learners for each course category being bid. Include specific instances of what, where, and when training delivery occurred. **Required**

RESPONSE:

- C.3.c.3) Describe each teacher's experience working with various learning styles and preferences, e.g., expertise in or use of multi-sensory, multi-modal and/or interactive teaching techniques. **Required**

RESPONSE:

- C.3.c.4) List the proposed staff(s) years or months of relevant experience teaching adult learners for each course category being bid. **Required**

RESPONSE:

- C.3.d. Experience with Similar Employers and Employees (within the last 5 years):

Bidders are requested to describe their experience in serving clients similar to New York State, e.g., other public employers; large, multi-site employers; unionized employee populations; or culturally diverse employee populations.

It is desired that the proposal will:

- C.3.d.1) List and describe educational program delivery experience with New York State government or other public employers. **Optional**

RESPONSE:

C.3.d.2) List and describe educational program delivery experience with other large multi-site employers. **Optional**

RESPONSE:

C.3.d.3) List and describe educational program delivery experience with other unionized employee populations deemed relevant. **Optional**

RESPONSE:

C.3.e. Use of Technology in Program Delivery:

C.3.e.1) Bidders are expected to provide all appropriate equipment the Partnership deems necessary for classroom training, including hardware (laptop computers, speakers, and LCD projectors) and software (Microsoft Office version 2010 or greater). LCD projectors allow slideshows to be viewed by classroom participants. All equipment must be in good working order and meet any additional specifications identified by the Partnership in advance of program delivery. **Required**

RESPONSE:

C.3.e.2) Bidders are expected to be proficient in the use of all appropriate equipment and technology the Partnership deems necessary for classroom training, including the use of hardware, software, multi-media presentations and Internet navigation and use. **Required**

RESPONSE:

C.3.e.3) Bidders are expected to facilitate learning using appropriate technology in either webinar or classroom environments. **Required**

RESPONSE:

C.5. Selection Criteria and Requirements for Adult Education Basics (AEB) Curriculum Development

C.5.a. Bidder Capability:

Bidders are expected to describe their firm's ability to develop and revise AEB program curricula for classroom-based instruction and webinars. Proposals are expected to describe the professional expertise and qualifications of proposed staff assigned to the project.

The proposal is expected to:

- C.5.a.1) Provide a comprehensive description of the bidder's firm and the proposed curriculum development staff indicating the ability to develop courses for each course category being bid. Include a list of the bidder's proposed staff assigned to curriculum development, describe their curriculum development experience, and provide resumes for proposed staff. **Required**

RESPONSE:

- C.5.a.2) Describe the bidder's firm's ability to develop course curricula for classroom-based instruction and webinars. **Required**

RESPONSE:

It is desired that the proposal will:

- C.5.a.3) Provide evidence of experience consistent with excellence in service in curriculum development for the bidder's firm, e.g., include awards, ratings, evaluations, or other evidence of distinction. **Optional**

RESPONSE:

C.5.b. Subject Matter Expertise (within the last 5 years):

Bidders are expected to describe their curriculum development staff's knowledge of each course category in which they are bidding.

The proposal is expected to:

- C.5.b.1) Provide a comprehensive description of proposed staff's knowledge and qualifications to develop courses in each course category being bid. **Required**

RESPONSE:

- C.5.b.2) Provide a description of relevant additional background and experience of the proposed staff in the course category being bid. **Required**

RESPONSE:

- C.5.b.3) List the number of years or months of experience of the proposed staff for each course category being bid. **Required**

RESPONSE:

C.5.c. Curriculum Development Expertise (within the last 5 years):

Bidders are expected to describe their proposed curriculum development staff's experience in designing courses in each course category in which they are bidding.

The proposal is expected to:

- C.5.c.1) Describe each proposed curriculum developer's experience in designing courses in each course category being bid. **Required**

RESPONSE:

- C.5.c.2) Describe previously completed work that reflects knowledge and experience of the principles of sound curriculum design and development. **Required**

RESPONSE:

- C.5.c.3) Include a list of classroom-based and webinar courses for each course category being bid that were developed by proposed curriculum development staff for adult learners. Include specific instances of what, where, and when curriculum development occurred. **Required**

RESPONSE:

The proposal must:

- C.5.c.4) Provide one (1) sample of curriculum in hard copy and one (1) copy on CD ROM that the bidder's firm has developed for each course category being bid. **Mandatory Requirement**

RESPONSE:

C.5.d. Adult Learner Expertise (within the last 5 years):

Bidders are expected to describe their proposed staff's knowledge and experience with developing high-quality, learner-centered curriculum for adult learner audiences.

The proposal is expected to:

- C.5.d.1) Describe relevant course development expertise of proposed staff for classroom education and teaching for adult learners. **Required**

RESPONSE:

- C.5.d.2) Describe relevant experience for proposed staff in developing education and teaching programs for adult learners for delivery via webinar. **Required**

RESPONSE:

- C.5.d.3) Describe each proposed curriculum developer's experience working with various learning styles and preferences, e.g., expertise in or use of multi-sensory, multi-modal and/or interactive teaching techniques. **Required**

RESPONSE:

- C.5.d.4) List the proposed staff(s) years or months of relevant experience in developing curricula for adult learners for each course category being bid. **Required**

RESPONSE:

- C.5.e. Experience with Similar Employers and Employees (within the last 5 years):

Bidders are requested to describe their proposed staff's experience in serving clients similar to New York State, e.g., other public employers; large, multi-site employers; unionized employee populations; culturally diverse employee populations.

It is desired that the proposal will:

- C.5.e.1) List and describe curriculum development experience within New York State government or other public employers. **Optional**

RESPONSE:

- C.5.e.2) List and describe curriculum development experience with other large multi-site employers. **Optional**

RESPONSE:

- C.5.e.3) List and describe curriculum development experience with other unionized employee populations deemed relevant.
Optional

RESPONSE:

F. PROPOSAL REQUIREMENTS

F.2. Technical Proposal

F.2.a. Summary of Services Being Bid

The project summary should outline significant features of the proposal, summarize the bidder's overall experience, and include a brief description of any related activities currently being provided by the bidder to New York State.

RESPONSE:

F.2.b. References

Provide a list of other clients for whom the bidder has provided similar services or performed similar activities. **Bidders must provide four (4) references** with whom the bidder has provided similar services or performed similar activities within the past three to five years and who can attest to the bidder's qualifications, by listing the organization name, address, contact person, email address and telephone number. These four (4) references should reflect the desired bidder expertise as indicated below. The references will be used in the initial screening of bids. It is recommended that you confirm contact information for the references and inform them that failure to timely respond to the Partnership with respect to this RFP may cause your proposal to be eliminated from consideration. References will be contacted by phone or e-mail Monday through Friday between 9 a.m. and 4 p.m. Each reference will be asked to respond to a series of pre-determined questions regarding the quality of the services provided, the bidder's responsiveness and bidder's flexibility. Reference checks will be scored on a pass or fail basis. **It is a mandatory requirement that bidders must pass two (2) reference checks in order for their bids to be further reviewed and rated.** Bids will be rejected as non-responsive if references are not provided. **Mandatory Requirement**

RESPONSE:

F.2.c. Service Description

Provide a thorough and detailed description of the services to be provided for each deliverable outlined in Parts B and C, Description of Services Sought and Requirements, using the Template for Proposal Submission (Attachment 10).

Provide a detailed listing of courses delivered or developed. Include the course names and dates of delivery or development.

Clearly state and specifically identify in your proposal any subcontractors, subcontracts, or business partners that are to be used to deliver any of the services contained in this RFP. Describe the subcontractor's experience, how the relationship will work, and how seamless service will be provided.

RESPONSE:

F.2.d. Bidder Expertise and Philosophy

Demonstrate relevant experience and expertise of the bidder's firm and its ability to provide the services being sought through this RFP, along with a philosophy and processes congruent with excellence in service and formal recognition for industry leadership.

RESPONSE:

F.2.e. Staff Expertise

Describe the qualifications and expertise of key personnel who will be assigned to this project. Include resumes of proposed program delivery and curriculum development staff. Provide the number of the firm's administrative staff who will support the delivery of services.

RESPONSE:

F.2.f. Samples

Bidder's must provide one (1) sample of curriculum in hard copy and one (1) copy on CD ROM that the bidder's firm has developed for each course category being bid if submitting proposal(s) for curriculum development. Clearly label each sample with the bidder's firm's name and the course category. **Mandatory Requirement**

RESPONSE:

F.2.g. Required Forms and Other Agreements

F.2.g.1) Application for Competitively Bid Contract - GOER Form # ADM-28

Bidders are required to complete GOER Form # ADM-28, Application for Competitively Bid Contract, which includes certification by the bidder that all information provided with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate.

This form also includes a statement indicating the bidder's willingness to enter into a contractual agreement, which will include those terms and conditions as set forth in "Appendix A, Standard Clauses for New York State Contracts" (Attachment 2). Therefore, an official authorized to commit the company to a contract must sign this form.

GOER Form # ADM-28 is located at <http://goer.ny.gov/vendor-info/index.cfm>.

RESPONSE:

F.2.g.2) Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. GOER recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at www.osc.state.ny.us/vendrep.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep

System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact GOER or the Office of the State Comptroller's Help Desk for a copy of the paper form. The questionnaire is also available at <http://goer.ny.gov/vendor-info/index.cfm>.

Bidders should acknowledge either online or paper filing of the Vendor Responsibility Questionnaire as part of their Application for Competitively Bid Contract, GOER Form # ADM-28 – question #11.

RESPONSE:

F.2.g.3) Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors – Contractor Certification Form, ST-220-TD and Contractor Certification to a Covered Agency Form, ST-220-CA.

Bidders are required to complete and submit directly to the New York State Department of Taxation and Finance (DTF), Contractor Certification Form ST-220-TD. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form ST-220-TD must be filed with DTF.

Bidders are required to complete and submit to GOER the Contractor Certification to a Covered Agency Form, ST-220-CA, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

General information on this requirement, including links to [Publication 223](#), Questions and Answers Concerning Tax Law Section 5-a, and Forms [ST-220-TD](#) and [ST-220-CA](#), can be obtained on the DTF Website at www.tax.ny.gov and are also available at <http://goer.ny.gov/vendor-info/index.cfm>.

RESPONSE:

F.2.g.4) Non-Collusive Bidding Certificate Required by Section 139-d of the State Finance Law - GOER Form # ADM-320

Bidders are required to complete the Non-Collusive Bidding Certification, GOER Form # ADM-320, located at <http://goer.ny.gov/vendor-info/index.cfm>.

Refer to Appendix A – Standard Clauses for NYS Contracts which is attached to the RFP as (Attachment 2), for additional information concerning this requirement.

RESPONSE:

F.2.g.5) Nondiscrimination in Employment in Northern Ireland: Macbride Fair Employment Principles Certification - GOER Form # ADM-321

Bidders are required to complete the Nondiscrimination in Employment in Northern Ireland: Macbride Fair Employment Principles Certification, GOER Form # ADM-321, located at <http://goer.ny.gov/vendor-info/index.cfm>. Refer to Appendix A – Standard Clauses for NYS Contracts, which is attached to the RFP as (Attachment 2), for additional information concerning this requirement.

RESPONSE:

F.2.g.6) Confidentiality and Nondisclosure Agreement - GOER Form # ADM-319

Bidders are required to complete the Confidentiality and Nondisclosure Agreement, GOER Form # ADM-319, located at <http://goer.ny.gov/vendor-info/index.cfm>.

RESPONSE:

F.2.g.7) Contractor's MWBE Utilization Plan - GOER Form # ADM-145

Bidders are required to complete the Contractor's MWBE Utilization Plan, GOER Form # ADM-145 located at <http://goer.ny.gov/vendor-info/index.cfm>. Refer to Section D – Minority and Women Business Enterprise and Equal Employment Opportunity for additional information concerning this requirement.

RESPONSE:

F.2.g.8) Equal Employment Opportunity Staffing Plan - GOER Form # ADM-311

Bidders are required to complete the Equal Employment Opportunity Staffing Plan, GOER Form # ADM-311, for the anticipated work force to be utilized on the contract. The form is located at <http://goer.ny.gov/vendor-info/index.cfm>.

RESPONSE:

F.2.g.9) MWBE and EEO Policy Statement - GOER Form # ADM-315

Bidders are required to provide a MWBE and EEO Policy Statement. If Bidder does not have an existing EEO policy statement, they may provide GOER's MWBE and EEO Policy Statement, GOER Form # ADM-315, available at <http://goer.ny.gov/vendor-info/index.cfm>.

RESPONSE:

F.2.g.10) MWBE Waiver Request Form - GOER Form # ADM-149 (if applicable)

Bidders are required to complete the MWBE Waiver Request Form, GOER Form # ADM-149, for a partial or total waiver of MWBE participation goals if the 30% MWBE participation goals established for this contract are not achievable.

RESPONSE:

F.3. Cost Proposal

The Cost Proposal must be submitted separate from the Technical Proposal. The rates for services must be established on the Contractor Cost Information, GOER Form # ADM-30 (Attachment 8) located at <http://goer.ny.gov/vendor-info/index.cfm>.

Bidders should provide one **daily rate** per program (Job Skills and/or Adult Education Basics) and per function (Program Delivery and/or Curriculum Development) based on an eight (8) hour day. To further clarify, for the program (Job Skills and/or Adult Education Basics) there should be only one daily rate provided for all course categories related to Program Delivery and only one daily rate for all course categories related to Curriculum Development. Bidders should refer to the Time Allotment for Completion of Curriculum Development Projects, Attachment 11, when completing their Cost Proposal for Curriculum Development. Additionally, if bidding on both the Job Skills Program (Part B) and the Adult Education Basics Program (Part C) only one ADM-30 should be submitted.

The daily rate must include all non-personal services and indirect costs. Travel expenses will be reimbursed for costs actually incurred at rates established for New York State employees as described in GOER's Travel and Lodging Reimbursement Policy for Consultants (Attachment 4).

Time Allotment for Completion of Curriculum Development Projects

Bidders submitting proposals for Curriculum Development should review the charts below as a guide in determining their daily rate for Curriculum Development.

Chart 1 provides the maximum number of hours allowed for Curriculum Development for courses designed for classroom delivery and Chart 2 provides the maximum number of hours allowed for Curriculum Development for courses designed for webinar delivery.

Charts 3 and 4 provide the course categories for Job Skills and Adult Education Basics (AEB) with the corresponding courses in each category. Each category is provided to illustrate the varying course lengths across categories. These charts also identify courses that are designed for classroom or webinar delivery. This information will be useful as a reference for bidders when determining their daily rate for Curriculum Development.

Chart 1: Time Allotment for Curriculum Development Resulting in Classroom Delivery			
Course Length (in <u>days</u>)	Course Length (in <u>hours</u>)	Allotment: Maximum of 12 Hours of Curriculum Development Time for Each Hour of <u>Classroom Delivery</u>	Estimated No. of <u>Days</u> for Curriculum Development Project Completion (Conversion of 12 Hour Allotment to No. of Development Days Based on an 8 Hour Day)
1 DAY	6	72	9
2 DAYS	12	144	18
4 DAYS	24	288	36
6 DAYS	36	432	54
12 DAYS	72	864	108

Chart 2: Time Allotment for Curriculum Development Resulting in Webinar Delivery		
Course Length (in <u>hours</u>)	Allotment: Maximum of 8 Hours of Curriculum Development Time for Each Hour of <u>Webinar Delivery</u>	Estimated No. of <u>Days</u> for Curriculum Development Project Completion (Conversion of 8 Hour Allotment to No. of Development Days Based on an 8 Hour Day)
1	8	1
1.5	12	1.5

CHART 3: Job Skills Course Categories

<p align="center">Course</p> <p>NOTE: All courses are designed for classroom delivery except where noted as webinar delivery.</p>	<p align="center">Course Length (in <u>hours</u>)</p>	<p align="center">Allotment: 12 Hours of Curriculum Development Time for Each Hour of Classroom Delivery OR 8 Hours of Curriculum Development Time for Each Hour of Webinar Delivery</p>	<p align="center">Estimated No. of <u>Days</u> for Project Completion (Conversion of 12 Hour or 8 Hour Allotment to No. of Development Days Based on An 8 Hour Day)</p>
COMPUTER SKILLS			
Computer Basics	6	72	9
Designing Dynamic PowerPoint Presentations (webinar)	1	8	1
Internet Research Skills (webinar)	1	8	1
Understanding Today's Computer (webinar)	1	8	1
Using Microsoft Office Access	6	72	9
Using Microsoft Office Excel	6	72	9
Using Microsoft Office Outlook	6	72	9
Using Microsoft Office PowerPoint	6	72	9
Using Microsoft Office Word	6	72	9
INDIVIDUAL DEVELOPMENT			
Best Practices in Resume and Interview Preparation (webinar)	1	8	1
Careers in Nursing (webinar)	1	8	1
Career Options Within NYS Government Using GOT-IT (webinar)	1	8	1
Dealing with Stress (webinar)	1	8	1
Financing Your Education (webinar)	1	8	1

Getting Started on a Healthier Lifestyle	6	72	9
Managing Finances (webinar)	1	8	1
Managing Your Stress	6	72	9
Study Skills (webinar)	1	8	1
Using Credit Wisely (webinar)	1.5	12	1.5
Using the Merit System (webinar)	1.5	12	1.5
You and Your Finances (webinar)	1	8	1
Your Work Matters: Pride in Public Service	6	72	9
INTERPERSONAL COMMUNICATION			
Being an Effective Team Member	6	72	9
Building Better Work Relationships	6	72	9
Communicating with the Public	12	144	18
Conflict Resolution Skills: How to Be Your Own Mediator	6	72	9
Customer Service	6	72	9
Dealing with Difficult Behaviors	6	72	9
Effective Telephone Communication	3	36	4.5
Electronic Etiquette	3	36	4.5
Electronic Etiquette (webinar)	1	8	1
Feedback: Making it Effective	6	72	9
Influencing with Confidence	6	72	9
Job Etiquette (webinar)	1	8	1
Keep Your Cool: Ways to Protect Your Professional Reputation	6	72	9
Workplace Social Skills	6	72	9
LANGUAGE SKILLS			
Conversational Spanish	36	432	54
Focus on Pronunciation: Level 1	36	432	54

Focus on Pronunciation: Level 2	36	432	54
Introduction to Spanish: Level 1	24	288	36
Introduction to Spanish: Level 2	24	288	36
MATH SKILLS			
Interpreting Data	6	72	9
Introduction to Accounting	6	72	9
Math Skills Builder: Level 1	12	144	18
Math Skills Builder: Level 2	12	144	18
SAFETY AND HEALTH			
Accident Recordkeeping	3	36	4.5
Asbestos Awareness	3	36	4.5
Asbestos Awareness Train-the-Trainer	12	144	18
Back Injury Prevention	3	36	4.5
Computer Ergonomics Assessor Training	4	48	6
Confined Space Entry	6	72	9
Construction Safety Awareness	9	108	13.5
Control of Hazardous Energy (Lockout/Tagout)	3	36	4.5
Control of Hazardous Energy (Lockout/Tagout) Train-the-Trainer	12	144	18
Excavation and Trenching Safety	6	72	9
Fall Prevention and Protection	6	72	9
Fall Prevention and Protection Train-the-Trainer	18	216	27
Forklift Operator Safety	6	72	9
Forklift Operator Safety Train-the-Trainer	18	216	27
Heavy Equipment Operation Safety	3	36	4.5
Introduction to Imminent Danger	3	36	4.5
Lead Awareness	3	36	4.5
OSHA 10-Hour General Industry	10	120	15
Preventing Slips, Trips, and Falls (webinar)	1	8	1

Scaffolding Safety	6	72	9
WORK MANAGEMENT			
Change: Making it Work	6	72	9
Conducting Effective Meetings	6	72	9
Critical Thinking	6	72	9
Effective Problem Solving	12	144	18
Getting Organized: Time, Tasks, and Life (webinar)	1.5	12	1.5
Take Control of Your Time	3	36	4.5
Take Control of Your Time (webinar)	1	8	1
Taming Your Tasks	3	36	4.5
The Organized Office Worker	6	72	9
WRITING SKILLS			
Building a Better Vocabulary	6	72	9
Business Writing	6	72	9
Catching Errors: A Proofreader's Guide	6	72	9
Fundamentals of Writing	6	72	9
Grammar and Punctuation	6	72	9
Polishing Your Writing for Supervisors, Managers and Leaders	6	72	9
Writing Effectively (webinar)	1.5	12	1.5
Writing Reports and Evaluations	6	72	9
Writing Successful Email	6	72	9

CHART 4: Adult Education Basics (AEB) Course Categories

<p align="center">Course</p> <p>NOTE: All courses are designed for classroom delivery except where noted as webinar delivery.</p>	<p align="center">Course Length (in hours)</p>	<p align="center">Allotment: 12 Hours of Curriculum Development Time for Each Hour of Classroom Delivery OR 8 Hours of Curriculum Development Time for Each Hour of Webinar Delivery</p>	<p align="center">Estimated No. of <u>Days</u> for Project Completion (Conversion of 12 Hour or 8 Hour Allotment to No. of Development Days Based on An 8 Hour Day)</p>
BASIC EDUCATION SKILLS			
Reading, Writing, Math: Level 1	72	864	108
Reading, Writing, Math: Level 2	72	864	108
Reading, Writing, Math: Level 3	72	864	108
ENGLISH LANGUAGE SKILLS			
English for Speakers of Other Languages: Level 1	72	864	108
English for Speakers of Other Languages: Level 2	72	864	108
English for Speakers of Other Languages: Level 3	72	864	108
MATH SKILLS			
Introduction to Math: Level 1	72	864	108
Introduction to Math: Level 2	72	864	108
Introduction to Math: Level 3	72	864	108
READING SKILLS			
Reading Comprehension: Level 1	72	864	108
Reading Comprehension: Level 2	72	864	108
Reading Comprehension: Level 3	72	864	108
WRITING SKILLS			
Introduction to Writing: Level 1	72	864	108

Introduction to Writing: Level 2	72	864	108
Introduction to Writing: Level 3	72	864	108
WRITING SKILLS – CREATIVE WRITING			
Basic Writing: A Creative Approach: Level 1	24	288	36
Basic Writing: A Creative Approach: Level 2	24	288	36