

GC22-009 FUNDING OPPORTUNITY

2022-2025 McKinney-Vento Grant Program Overview

Purpose	<p>The purpose of McKinney-Vento funding is to facilitate the improved attendance, engagement, and academic success of homeless children and youth.</p> <p>Applicants should consider a student’s immediate/essential needs, social-emotional needs, academic needs, and physical and mental health needs in the planning and proposal of the McKinney-Vento Homeless Education Program.</p> <p>Activities and services must not replace the regular academic program. The activities must be designed to expand upon or improve services for students in temporary housing. Grant funds should NOT be used to fulfill the basic McKinney-Vento Act statute requirements related to identification, enrollment, or transportation to/from the regular school day.</p> <p>Find the text of the federal McKinney-Vento Act and related information here.</p>
Eligible Applicants	<p>New York State local educational agencies (LEAs), which for the purposes of this RFP are public school districts, charter schools, and BOCES, are eligible to apply for this funding opportunity. BOCES may only apply as a part of a consortium. The NYC Department of Education is the eligible school district applicant in NYC, not individual Community School Districts. LEAs must have identified a minimum average of 100 students in temporary housing in the 2018-19, 2019-20, and 2020-21 school years to be eligible for funding. LEAs that have identified a three-year average of fewer than 100 students in temporary housing may apply as a consortium of LEAs to bring the total to at least 100.</p> <p>Single LEAs (which include public school districts and charter schools) must have identified a minimum average of 100 students in temporary housing in the 2018-19, 2019-20, and 2020-2021 school years to be eligible for funding. For example, if a district identified 75 students as homeless in SY 2018-19, 95 students as homeless in SY 2019-20, and 140 students as homeless in SY 2020-21, the district would be eligible for funding because the average for the three years is 103. The three-year averages for all districts and charter schools are posted on the NYS-TEACHS website under the heading “SIRS Data on Student Homelessness – 3 Year Summary.”</p> <p>The averages are calculated using duplicated data from the data warehouse. Duplicated data is used to better reflect the fluid movement of students within LEAs. Here is a link for more information on the data warehouse, also known as Student Information Repository System or SIRS.</p> <p>Consortiums (which can include BOCES) LEAs that have identified a three-year average of fewer than 100 students in temporary housing may apply as a consortium of LEAs whose total identified students in temporary housing is equal to or greater than 100 on average across all three school years. BOCES are eligible to apply for a McKinney-Vento grant as a part of a consortium. However, a BOCES cannot apply on its own.</p> <p>For example, if:</p> <ul style="list-style-type: none">• District A has an average of 90 students in temporary housing in school years 2018-19, 2019-20, and 2020-21;

- District B has an average of 80 students in temporary housing during the same time period;
- District C has an average of 95 students in temporary housing during the same time period; and
- Districts A, B, and C apply as a consortium;
- Then, the total for their consortium is 265 students in temporary housing.

BOCES do not have averages of students identified as homeless. The total number of students identified as homeless for any consortium will be the sum of the averages of the component districts in the consortium.

Please note all consortium members must be LEAs and must be direct providers of services. **Consortium members CANNOT be third-party contractors.** The application must be submitted by an identified lead LEA that will serve as fiscal agent for the funding. **The consortium member that is designated as the lead applicant/fiscal agent must be an LEA and must also be a direct provider of services. BOCES are only eligible to apply as a part of a consortium; a BOCES cannot apply on its own.** Consortium applicants must submit Attachment A, "Consortium Member Agreement and Statement of Assurances".

A BOCES can serve as the lead or member LEA of one or more consortiums. A program contact as the lead LEA will oversee the implementation of the project, arrange for the disbursement of funds to participating LEAs, and submit required reports and documentation to NYSED as requested.

Please note:

- All consortium members, including the LEA designated as the lead applicant/fiscal agent, must be eligible recipients and be a direct provider of services. **Consortium members CANNOT include third-party contractors.**
- A school district or charter school can only be included in one application (e.g., a school district may not apply both on its own and as a part of a consortium).

Funding

Funding comes from the U.S. Department of Education, through the Education of Homeless Children and Youth Program authorized by the McKinney-Vento Homeless Education Act. McKinney-Vento grant awards are contingent on the annual state allocation. Approximately \$7 million per year is expected to be available.

Funding Period: The grant period will cover three one-year periods: September 1, 2022 – August 31, 2023; September 1, 2023 – August 31, 2024; and September 1, 2024 – August 31, 2025. Years 2 and 3 will be authorized based upon submission of a satisfactory annual program report that includes progress toward stated activity outcomes and an associated budget review. Funding for Years 2 and 3 will be awarded at the same level as Year 1.

Structure:

The Grant is intended to support LEAs in their efforts to promote school success for students in temporary housing. Funding will be structured as follows based on the LEA's/Consortium's average number of students identified as homeless:

- 100-500 students identified – up to \$125,000 per year
- 501-1,000 students identified – up to \$175,000 per year
- 1,001-50,000 students identified – up to \$250,000 per year

	<ul style="list-style-type: none"> • >50,000 students identified – up to \$2.5 million per year. <p>Applications will be ranked from highest to lowest score. NYSED will fund as many applications as possible (using the funding levels described above) working down the rank order until funds are exhausted. The minimum score to qualify for ranking will be 60 points. Please note that this award does not allow grantees to carry over unexpended grant funds into the next school/funding year.</p>
Webinar/ Questions and Answers	<p>A webinar will be held April 7, 2022 at 9:30 a.m. To register for the webinar, please visit the NYS-TEACHS website. The webinar will be posted to the website afterward.</p> <p>Questions regarding this RFP may be submitted to homelessrfp@nysed.gov. Questions must be received no later than close of business on April 14, 2022.</p> <p>A Questions and Answers Summary will be posted by April 28, 2022 on the P-12 website.</p>
Application Due Date	<p>An electronic version of the complete application in Microsoft Word (.docx) or portable document format (.pdf) must be sent to homelessrfp@nysed.gov by no later than 5:00 p.m. Eastern Time on May 19, 2022. Applications received after that date and time will not be reviewed.</p> <p>Applicants must also mail in one complete hardcopy application with original, authorized signature(s), as well as one original and two copies of the signed FS-10 budget. These materials must be postmarked by the application deadline, May 19, 2022.</p> <p>Mailing address for the application: New York State Education Department Office of ESSA Funded Programs, Room EB 320 89 Washington Avenue Albany, NY 12234 Attn: McKinney-Vento Education of Homeless Children and Youth Application</p>
Application Scoring and Awards	<p>Funds are awarded based on the quality of the application. Strong applications will provide thorough, thoughtful answers to all relevant points described in the instructions, with emphasis on activities that facilitate improved attendance, engagement, and academic success in schools. Examples of activities that LEAs can include, but are not limited to: mentoring and/or tutoring programs, coordination of counseling services, family support and/or programming, professional development, transportation to/from extra-curricular activities, preschool outreach, weekend food programs, and physical improvements to shelter or school space to create a safe and supportive educational environment. Budget proposals should clearly reflect the stated program activities.</p> <p>Additionally, partnerships with local agencies and/or community-based organizations (CBOs) to provide wrap around services are encouraged and may be included in the grant activity section of the application.</p> <p>Points are awarded based on the quality of activities described, not the quantity. No points will be given for activities that aim to fulfill the basic McKinney-Vento statutes of identification, immediate enrollment, or transportation to/from the regular school day.</p>

	<p>Each eligible proposal will be reviewed by at least two reviewers. Each reviewer will score the proposal according to the indicated point criteria in the Proposal Narrative and the Budget using the Proposal Evaluation Rubric. If individual scores are more than 15 points apart, another reviewer will score the application. The two scores closest in numeric value will be averaged to calculate the final average score of the application. If the third reviewer’s score is equal to the average of the two original scores, the third reviewer’s score will become the final score.</p> <p>Only applications from eligible applicants received by email by 5:00 p.m. on the due date of May 19, 2022, will be reviewed and rated (A hardcopy of the application plus an original and two copies of the FS-10 should also be postmarked by the due date). The scores of the reviewers will be totaled and then averaged to arrive at the final score for each application.</p> <p>For the Grant application, the highest scoring applications, scoring at least 60 points, will be awarded Grants. If there are not sufficient grant funds available for all fundable Grant applications scoring at least 60 points, applications will be ranked from highest to lowest score and will be awarded, in rank order, until the grant funds are exhausted. In the event of a tie score, the application with the higher score on Program Design and Implementation Plan will be ranked higher than the other application with the same overall score. In the event of a tie score on Program Design and Implementation Plan, the application serving the higher number of students identified as homeless will be ranked higher than the other application with the same overall score. See the Evaluation Rubric in the RFP for more detail about how applications will be scored.</p> <p>NYSED reserves the right to eliminate any budget item or activity deemed unallowable or inappropriate in the budget narrative or FS-10 form. Grantees will not be allowed to substitute new items for those that have been eliminated.</p>
<p>New Pre-qualification Requirement</p>	<p>The State of New York has implemented a statewide prequalification process (described on the Grants Gateway website) designed to facilitate prompt contracting for not-for-profit vendors. All not-for-profit vendors, including charter schools, are required to pre-qualify prior to grant application. This includes all currently funded not-for-profit institutions that have already received an award and are in the middle of the program cycle. (BOCES and public school districts are exempt from the Prequalification requirement.)</p> <p>The pre-qualification must be completed by all not-for-profit institutions prior to the application deadline of 5:00 p.m. on May 19, 2022, to receive an award under this RFP. Please review the additional information regarding this requirement in the Prequalification for Individual Applications section below.</p>
<p>Non-Mandatory Notice of Intent</p>	<p>The Notice of Intent (NOI) is not a requirement for submitting a complete application. However, the New York State Education Department (NYSED) strongly encourages all prospective applicants to submit an NOI to ensure a timely and thorough review and rating process.</p> <p>A non-profit applicant’s NOI will also help to facilitate timely review of prequalification materials. The NOI is a simple email notice stating your organization’s intent to apply for this grant, and it must include the legal name of the organization and the NYS Vendor ID. Please send the NOI to homelessrfp@nysed.gov by May 3, 2022.</p>

<p>Required Reporting and Cohort Participation</p>	<p>ALL GRANTEES: The McKinney-Vento Liaison or authorized grant representative for each funding recipient will be required to submit end-of-year reports at the completion of each program/fiscal year (August 31). The reports will outline progress towards program activity outcomes, as well as grant spending. Grantees will also use the end-of-year reports to provide information about the LEA’s implementation plan for the upcoming program/fiscal year.</p> <p>NYS-TEACHS will email Grantees with the End-of-Year Report template in advance of the August 31 deadline.</p> <p>An LEA’s failure to implement and/or report on approved grant activities without reasonable explanation may result in an audit by NYSED the following year and/or possibly delay dispersal of funds.</p> <p>The McKinney-Vento Liaison or authorized grant representative from each funded LEA is required to participate in:</p> <ul style="list-style-type: none"> • 3 McKinney-Vento Grantee Conference Calls per school year; • An annual Spring McKinney-Vento Grantee Meeting (<i>if the meeting is in-person, grant funds may be used for travel and overnight stay costs</i>); • Any NYSED, NYS-TEACHS, or approved third-party requests for data, survey responses, and/or site visits; and • Mid-year check-ins throughout the 3-year grant cycle with NYSED, NYS-TEACHS, and/or a field expert to address successes and challenges that the grantee has faced during plan implementation. The purpose of these conversations is to course correct as needed to serve students in temporary housing effectively and ensure fidelity to trauma-sensitive practices. Check-ins may be done in person or virtually. <p><i>Note: All grant programs must maintain current programmatic and fiscal records for a minimum of seven years after the grant period is over and make them available during any requested monitoring visits and/or site visits.</i></p>
<p>Allowable Activities</p>	<p>Successful grant applicants will develop and implement activities, programs, and/or partnerships that aim to increase attendance, engagement, and academic success for students in temporary housing. Program activities and services may be provided on school grounds or at other facilities such as shelters, community organizations, or counseling/health clinics. Successful applicants will include a mix of activity types within their applications, including but not limited to;</p> <ol style="list-style-type: none"> 1. student-facing activities (e.g., tutoring), 2. student/family support services (e.g., supplies), 3. capacity-building activities (e.g., professional development) and 4. social and emotional learning (e.g., trauma-sensitive strategies). <p>Activities undertaken must not isolate or stigmatize students in temporary housing and cannot replace regular academic programs. Instead, they must be designed to expand on or improve services provided as part of the LEA’s regular academic program. Funds for this program must be used to supplement (increase the level of services) and not supplant (replace) funds from other federal, state, and/or local sources.</p>

Additionally, please note that McKinney-Vento Competitive Grant funds **CANNOT** be used to implement some state and federally mandated services. The “LEA Responsibilities Chart” on page 20 outlines which activities will receive points ONLY as required prerequisites and which activities are eligible to receive points and funding as grant program activities.

For a full list of mandated responsibilities, please see Sections 722(g)(3) & 732(g)(6) of the McKinney-Vento Act, available here: www.nysteachs.org.

Allowable Activities for the Grant include, but are not limited to:

- The provision of tutoring, supplemental instruction, and enriched educational services, as well as transportation to and from such services;
- Before-school and after-school activities, mentoring, and summer programs with a teacher or other qualified individual, as well as transportation related to these programs and services;
- Provision of student support services, including mental health counseling and violence prevention counseling, as well as transportation related to these services;
- Partnerships with local organizations to provide physical and mental health services, enrichment activities, or other “whole child” supports, as well as transportation related to these services;
- Programs focused on building executive functioning skills such as coping, self-regulation, and leadership;
- Supplies needed for school and/or personal hygiene;
- Supplemental food programs such as after-school snacks or weekend food programs;
- Provision of developmentally appropriate early childhood education programs not otherwise provided;
- Provision of education and training to parents of students in temporary housing about educational rights and resources that are available;
- Adaptation of space, purchase of supplies for non-school facilities (*e.g., age-appropriate play/study spaces within shelters or “calming corners” in classrooms*); and
- Professional development and training on McKinney-Vento statutes, trauma-sensitivity, or another related topic for educators, school/district personnel, and/or community partners.

In addition, grant funds may be used for:

- Salary for the full-time or part-time McKinney-Vento liaison if he/she directly manages the McKinney-Vento grant activities in addition to the state and federally mandated duties (*application must include specifics about this person’s grant-related duties*); and
- Salaries/stipends for other full-time or part-time staff or volunteers who are directly working to implement the grant activities.
- A school-wide approach to trauma-sensitivity that addresses the negative effects of chronic stress or trauma through a focus on school climate that addresses the following three elements:

- 1. Creating a safe and supportive environment** (*e.g., predictable and safe environments at critical transition points for families and students including*

	<p><i>a welcoming enrollment office or a calm and supportive bus ride to and from school);</i></p> <ol style="list-style-type: none"> 2. Fostering secure attachments (e.g., consistent one-on-one relationships with adults; participation in a mentoring program in school or in a community-based program); and 3. Strengthening a student’s non-cognitive skills (e.g., programs/curricula designed to teach or improve students’ ability to be resilient, self-regulate, or cope in a healthy way).
<p>Accessibility of Web-Based Information and Applications</p>	<p>Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by a NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.</p>
<p>Required Components</p>	<p>A complete application for the Grant includes:</p> <ul style="list-style-type: none"> • Application and Related Materials Checklist • Cover page • Section A – Local Landscape <ul style="list-style-type: none"> ○ Questions 1-4 ○ LEA Responsibilities Chart • Section B - Program Design and Implementation <ul style="list-style-type: none"> ○ Program Overview (Narrative) ○ Program Activity Plan • Attachment A – Consortium Member Agreement and Statement of Assurances (<i>if applicable</i>) • FS-10 Budget Form & Budget Narrative (Attachment B) for Grant • M/WBE Documents <p><i>The State Education Department does not discriminate on the basis of age, color, religion, creed, disability, marital status, veteran status, national origin, race, gender, genetic predisposition or carrier status, or sexual orientation in its educational programs, services, and activities. Portions of any publication designed for distribution can be made available in a variety of formats, including Braille, large print or audiotape, upon request. Inquiries regarding this policy of nondiscrimination should be directed to the Department’s Office for Diversity, Ethics, and Access, Room 530, Education Building, Albany, NY 12234.</i></p>

ADDITIONAL INFORMATION

Identification of LEA Activities for the Grant

When beginning to outline a local program, LEAs are encouraged to use a basic logic model. Start with a formal or informal **needs-assessment** to identify the major educational and social-emotional needs of homeless children and youths in the LEA/consortium. Then, outline the specific activities that the LEA/consortium will take to address those needs. Finally, establish the outputs (what the LEA will do/produce) and the anticipated outcomes (impact).

McKinney-Vento Grant Consortium Requirements

In order to achieve the minimum number of 100 students in temporary housing to be served by this grant, participants can form a consortium.

The consortium must meet the following requirements:

- A. The consortium must designate one of the members to serve as the applicant/fiscal agent for the grant. The applicant agency/fiscal agent must be an eligible grant recipient. All other consortium members must be eligible grant participants, as defined by the program statute or regulation.
- B. In the event a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the applicant agency/fiscal agent, not the partnership/consortium, since the group is not a legal entity.
- C. The applicant agency/fiscal agent must:
 1. Be an eligible grant recipient as defined by statute.
 2. Receive and administer the grant funds and submit the required reports to account for the use of grant funds.
 3. Require consortium members to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
 4. Not act solely as a flow-through for grant funds to pass to other recipients. The fiscal agent must provide a minimum of twenty percent (20%) of the direct services supported by this grant, as reflected in the budget.
 5. Be an active member of the consortium, convening consortium members at least 3 times per year to discuss ongoing program needs and goals and/or provide training. Dates and outcomes from the meetings will be requested in the end-of-year report.
 6. NOT subgrant funds to other recipients. The applicant/fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.
 7. Be responsible for the performance of any services provided by the consortium LEAs, partners, consultants, or other organizations. This includes coordination for how each partner or consortium LEA plans to lead or participate in grant program activities as well as report on the specific program outcomes for each consortia member in the end-of-year report.
 8. Facilitate an agreement with all of the LEAs in the consortium related to the method of funding apportionment. The lead LEA in a consortium - which may be a BOCES, school district, or charter school - may use all the funding and not disperse any to other consortium LEAs, or it may allocate up to eighty percent (80%) of the award to the consortium LEAs. However, the LEAs that are a part of the consortium must agree upon a method of apportionment of funding and articulate that in the consortium's application. Consortium partners are required to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide (programmatically and fiscally). This agreement needs to be included in the RFP application as part of Attachment A.

Additional requirements for ALL applicants:

1. The applicant/ lead fiscal agent is responsible for the performance of any services provided by the partners, sub-contractors, consultants, or other organizations and must coordinate how each plan to participate.
2. Any changes in subcontractors require the prior approval of NYSED.

3. The fiscal agent must follow its own procurement rules and regulations for the selection of subcontractors.

PREQUALIFICATION FOR INDIVIDUAL APPLICATIONS FROM NOT-FOR-PROFIT ORGANIZATIONS (This applies to charter schools only; *BOCES and public school districts are exempt*):

Pursuant to the New York State Division of the Budget bulletin H-1032, not-for profit organizations must Prequalify to do business with New York State agencies before they can compete for State grants. The process allows nonprofits to address questions and concerns prior to entering a competitive bid process. **Nonprofits are strongly encouraged to begin the Prequalification process as soon as possible.**

To become prequalified, a nonprofit must register with Grants Gateway and complete an online Prequalification application. This includes completing a series of forms by answering basic questions regarding the organization and uploading key organizational documents.

Detailed information on how to register with the Grants Gateway and become prequalified is available on the [Grants Management](#) website.

Disclaimer: New York State reserves 5-10 business days from the receipt of complete Prequalification applications to conduct its review. If supplementary information or updates are required, review times will be longer. Due to the length of time this process could take to complete, it is advised that nonprofits Prequalify as soon as possible. Failure to successfully complete the Prequalification process early enough may result in a grant application being disqualified.

Proposals received from nonprofit applicants that are not Prequalified in the Grants Gateway by 5:00 PM on the proposal due date of May 19, 2022 cannot be evaluated. Such proposals will be disqualified from further consideration.

WHAT IS NYSED'S M/WBE POLICY FOR THE MCKINNEY-VENTO GRANT?

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

The following M/WBE requirements apply when an applicant submits an application for grant funding that exceeds \$25,000 for the full grant period. All forms referenced here can be found in the M/WBE Documents section at the end of this RFP.

All applicants are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) policy. Compliance can be achieved by one of the three methods described below. Full participation by meeting or exceeding the M/WBE participation goal for this grant is the preferred method.

M/WBE participation includes services, materials, or supplies purchased from minority and women-owned firms certified with the NYS Division of Minority and Women Business Development. Not-for-profit agencies are not eligible for this certification. For additional information and a listing of currently certified M/WBEs, see the [NYS MWBE Directory](#).

The M/WBE participation goal for this grant is thirty percent (30%) of each applicant's total discretionary non-personnel service budget each year of the grant. Discretionary non-personnel service budget is defined as total budget, excluding the sum of funds budgeted for:

1. direct personnel services (i.e., professional and support staff salaries) and fringe benefits;
2. rent, lease, utilities, and indirect costs, if these items are allowable expenditures; and

The M/WBE Goal Calculation Worksheet is provided for use in calculating the dollar amount of the M/WBE goal for this grant application.

All requested information and documentation should be provided at the time of submission. If this cannot be done, the applicant will have thirty (30) days from the date of notice of award to submit the necessary documents and respond satisfactorily to any follow-up questions from the Department. Failure to do so may result in loss of funding.

METHODS TO COMPLY

An applicant can comply with NYSED's M/WBE policy by one of three methods:

- 1. Full Participation** - This is the preferred method of compliance. Full participation is achieved when an applicant meets or exceeds the participation goals for this grant.

COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 100 Utilization Plan
- M/WBE 102 Notice of Intent to Participate
- EE0 100 Staffing Plan and Instructions

- 2. Partial Participation, Partial Request for Waiver** - This is acceptable only if good faith efforts to achieve full participation are made and documented, but full participation is not possible.

COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 100 Utilization Plan
- M/WBE 101 Request for Waiver
- M/WBE 102 Notice of Intent to Participate
- M/WBE 105 Contractor's Good Faith Efforts
- EE0 100 Staffing Plan and Instructions

- 3. No Participation, Request for Complete Waiver** - This is acceptable only if good faith efforts to achieve full or partial participation are made and documented, but do not result in any participation by M/WBE firm(s).

COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 101 Request for Waiver
- M/WBE 105 Contractor's Good Faith Efforts
- EE0 100 Staffing Plan and Instructions

GOOD FAITH EFFORTS

Applicants must make a good faith effort to solicit NYS certified M/WBE firms as subcontractors and/or suppliers to achieve the goals for this grant. Solicitations may include, but are not limited to: advertisements in minority and women-centered publications; solicitation of vendors found in the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#), and the solicitation of minority and women-oriented trade and labor organizations.

Good faith efforts include actions such as setting up meetings or announcements to make M/WBEs aware of supplier and subcontracting opportunities, identifying logical areas of the grant project that could be subcontracted to M/WBE firms, and utilizing all current lists of M/WBEs who are available for and may be interested in subcontracting or supplying goods for the project.

Applicants should document their efforts to comply with the stated M/WBE goals and submit evidence of such efforts. Examples of acceptable documentation can be found in form M/WBE 105, Contractor's Good Faith Efforts. NYSED reserves the right to reject any application for failure to document "good faith efforts."

REQUEST FOR WAIVER

When full participation cannot be achieved, applicants must submit a Request for Waiver (M/WBE 101). Requests for Waivers must be accompanied by documentation explaining the good faith efforts made and reasons they were unsuccessful in obtaining M/WBE participation.

NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable applicants to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total budget.

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

NYSED's M/WBE Coordinator is available to assist applicants in meeting the M/WBE goals. The Coordinator can be reached at MWBEgrants@nysed.gov.

Equal Employment Opportunity Reporting (EEO) Pursuant to Article 15-A of the New York State Executive Law

Applicants must complete and submit form EEO 100: Staffing Plan.

Contract Terms and Conditions

Grant awards to charter schools will require that the awardee enter into a grant contract, the form of which will be posted on the [P-12 website](#). In addition to being signed by the awardee and NYSED Counsel, the contract will need to be submitted for review and approval by the NYS Attorney General and the Office of the State Comptroller. All provisions of this RFP are subordinate to the terms and conditions of the grant contract. The contents of this RFP, any subsequent correspondence related to final contract negotiations, and such other stipulations as agreed upon may be made a part of the final contract developed by NYSED.

Workers' Compensation Coverage and Debarment

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

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

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or

131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

PROOF OF COVERAGE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

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

Proof of Disability Benefits Coverage

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

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

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

NYSED's Reservation of Rights

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews, and the state's investigation of a bidder's qualifications, experience, ability, or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8)

prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation; (16) to request best and final offers.

CAN UNSUCCESSFUL APPLICANTS RECEIVE A DEBRIEFING?

All unsuccessful applicants may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED. Bidders may request a debriefing letter on the selection process regarding this RFP by submitting a written request to: homelessrfp@nysed.gov. Please include "RFP GC22-009 Debriefing Request" in the subject line.

The program office will provide a written summary of the proposal's strengths and weaknesses, as well as recommendations for improvement. Within ten (10) business days, the program staff will issue a written debriefing letter to the applicant.

WHAT ARE THE GRANT AWARD PROTEST PROCEDURES?

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with: homelessrfp@nysed.gov. Please include "RFP GC22-009 Protest" in the subject line and address the email to Thomas McBride.
3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within ten (10) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.
4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

DO I NEED TO REGISTER WITH THE FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM)?

Yes. In order to be awarded federal funds, an agency must be registered (*and then maintain a current registration*) in the federal [System for Award Management](#) known as SAM. SAM is a government-wide, web-enabled database that collects, validates, stores, and disseminates business information about organizations receiving federal funds. Information on an agency's registration in SAM needs to be provided on the Payee Information Form to be submitted with the application, if required. Please note that the Payee Information Form is not required of current or past subgrantees.

WHAT IS THE PAYEE INFORMATION FORM/NYSED SUBSTITUTE W-9?

The [Payee Information Form](#) is a packet containing the Payee Information Form itself and an accompanying NYSED Substitute W-9. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through the NYSED.

APPLICATION MATERIALS BEGIN ON NEXT PAGE

APPLICATION AND RELATED MATERIALS

2022 – 2025 McKinney-Vento Competitive Grant

SUBMISSION PROCESS:

- ✓ The completed Grant application should be **submitted electronically** to homelessrfp@nysed.gov as **one** Word or PDF file attachment.
- ✓ Please use the subject line, “MV Application, LEA name, last name of the program contact,” for your application submission.
- ✓ Applicants must also mail in one complete hardcopy application with original, authorized signature(s), as well as one original and two copies of the signed FS-10 budget. These materials should be **mailed to**:

New York State Education Department
 89 Washington Avenue
 ESSA Funded Program Office, Room 320EB
 Albany NY 12234
 Attn: McKinney-Vento Education of Homeless Children and Youth Application

Application Checklist:

Listed below are the required documents for a complete application package, in the order that they should be submitted. Use this checklist to ensure that your application submission is complete and in compliance with application instructions.

<i>Required Documents</i>	<i>Checked-Applicant</i>	<i>Checked - SED</i>
Application Cover Page with original signature of Chief Administrative Officer/Superintendent or his/her designee <i>Please note: Your signature on the application page indicates that you agree to the “Assurances, certifications, Appendix A, and Appendix A-1G” that appear at the end of this application.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Payee Information Form (if applicable) http://www.oms.nysed.gov/cafe/forms/PIform.pdf	<input type="checkbox"/>	<input type="checkbox"/>
Grant: Section A - Local Landscape: <ul style="list-style-type: none"> ✓ Questions 1-4 ✓ LEA Responsibilities Chart 	<input type="checkbox"/>	<input type="checkbox"/>
Grant: Section B - Program Design and Implementation: <ul style="list-style-type: none"> ✓ Program Overview (Narrative) ✓ Program Activity Plan 	<input type="checkbox"/>	<input type="checkbox"/>
Grant: Attachment A – Consortium Member Agreement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Grant: FS-10 Budget (signature required)	<input type="checkbox"/>	<input type="checkbox"/>
Grant: Attachment B - Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>

Worker's Compensation Documentation (<i>encouraged</i>)	<input type="checkbox"/>	<input type="checkbox"/>	
Disability Benefits Documentation (<i>encouraged</i>)	<input type="checkbox"/>	<input type="checkbox"/>	
Is the applicant prequalified, if required? (While no documentation is required with the application, the applicant may be required to prequalify in order to be eligible for this grant opportunity)	<input type="checkbox"/>	<input type="checkbox"/>	
M/WBE Documents Package (original signatures required)			
<input type="checkbox"/> Full Participation <input type="checkbox"/> Request Partial Waiver <input type="checkbox"/> Request Total Waiver			
	Forms Required		
Type of Form	Full Participation	Request Partial Waiver	Request Total Waiver
Calculation of M/WBE Goal Amount	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 100 Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	N/A
M/WBE 102 Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N/A
M/WBE 105 Contractor's Good Faith Efforts	N/A	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 101 Request for Waiver Form and Instructions	N/A	<input type="checkbox"/>	<input type="checkbox"/>
EEO 100 Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SED Comments:			
Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SED Reviewer: _____ Date: _____			

**New York State Education Department
McKinney-Vento Education of Homeless Children and Youth**

AGENCY CODE*

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* To find your code, go to <http://www.oms.nysed.gov/cafe/reports> and click on the appropriate county in the chart. Scroll to your LEA name and the code will be on the left.

Name of Applicant LEA: Are you a current grantee (Cycle 19-22)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Address: City: _____ Zip Code: _____ County: _____								
Primary Grant Contact for Implementation: <i>NOTE: This person will be expected to participate in 3 grantee calls and 1 in-person meeting per year.</i> Name: Title: Telephone: Email:	McKinney-Vento Liaison (if different than primary contact): Name: Title: Telephone: Email:								
Additional Grant Contact(s) if applicable: <table border="0" style="width:100%"> <tr> <td style="width:50%">Name:</td> <td style="width:50%">Name:</td> </tr> <tr> <td>Title:</td> <td>Title:</td> </tr> <tr> <td>Telephone:</td> <td>Telephone:</td> </tr> <tr> <td>Email:</td> <td>Email:</td> </tr> </table>		Name:	Name:	Title:	Title:	Telephone:	Telephone:	Email:	Email:
Name:	Name:								
Title:	Title:								
Telephone:	Telephone:								
Email:	Email:								
Check here if proposal is for a consortium of LEAs <input type="checkbox"/> Name(s) of consortium LEA(s): 									
<i>I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, and Appendix A-1G and that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</i>									
Name/Title of Chief Administrative Officer/Superintendent or Designee: Date: Signature of Chief School Officer:									

Grant: Section A – Local Landscape

For Section A - Local Landscape, please complete questions 1-4 and the LEA Responsibilities Chart.

1. Summary of Needs Assessment: In the space below, please include a brief (500 words or less) description of the LEA/consortium’s current need in supporting students in temporary housing. Please be sure to address EACH of the following bullet points in this section:

- Local trends in identification and primary nighttime residence over the past three years;
 - Local needs as they relate to attendance/chronic absenteeism, academic performance, and social/emotional functioning (including barriers) of students in temporary housing, which are validated by results of a needs assessment (presented by the LEA) and/or data from the student management system;
 - Effective programming currently in place (*including data/research about the programming, participation in pre-K, and funding streams if applicable*); and
 - Community resources and/or partnerships available to support the program being proposed.
-

2. Student Homelessness: Please provide the total number of students identified as homeless in SY 2018-19, 2019-20, 2020-21, and the average for those 3 years for your LEA/consortium. Consortium applicants should also include data for individual consortium members (LEAs).

Data for the below chart must match the data found [here](#):
under the heading “SIRS Data on Student Homelessness – 3 Year Summary.”

	2018-2019	2019-2020	2020-21	AVERAGE for SY18-19, SY19-20, SY20-21
LEA/Consortium Total				
Consortium member #1 (LEA NAME) (if applicable)				
Consortium member #2 (LEA NAME) (if applicable)				
Consortium member #3 (LEA NAME) (if applicable)				
Consortium member #4 (LEA NAME) (if applicable)				

3. Student Homelessness Compared to Poverty: Please look at the data on student poverty in your district and the expected number of students in temporary housing based on poverty at [this link](#) on the NYS Teaches website. Is your district's identification (or each consortium LEA's identification) of students in temporary housing in line with what would be expected based on poverty data?

- Yes.
- No. *If no, please explain:*

4. Barriers: Has your district (or any consortium districts) been contacted by NYSED in the past 12 months regarding a barrier to enrollment, transportation, dispute, or something similar?

- Yes. *If yes, please explain how the situation has been satisfactorily corrected or how the grant funds will enable the district to correct the issue going forward.*
- No.

LEA Responsibilities Chart:

Please acknowledge that the following McKinney-Vento requirements are being implemented by the LEA (or each LEA in your consortium). Where these mandates are not being effectively implemented, please provide an explanation and/or plan to correct the situation.

Reminder: McKinney-Vento Competitive Grant funds CANNOT be used to implement the state and federally mandated services listed below. These protections and services are a pre-requisite for the grant but WILL NOT receive any points as program activities in the grant application.

The LEA Liaison ensures that:	Implementation Status	If no, please explain and/or include the LEA's plan to correct the situation.
Students experiencing homelessness are identified through coordination with other entities and agencies.	<input type="checkbox"/> Yes, happening. <input type="checkbox"/> No, not happening.	
The educational rights of students who are homeless are publicly posted in all schools, shelters, public libraries, and food pantries.	<input type="checkbox"/> Yes, happening. <input type="checkbox"/> No, not happening.	
Students in temporary housing are immediately enrolled, even if they don't have the paperwork normally needed.	<input type="checkbox"/> Yes, happening. <input type="checkbox"/> No, not happening.	
Students in temporary housing can maintain enrollment in the school of origin and free transportation is provided back to that school.	<input type="checkbox"/> Yes, happening. <input type="checkbox"/> No, not happening.	

The LEA Liaison ensures that:	Implementation Status	If no, please explain and/or include the LEA's plan to correct the situation.
<p>Parents or guardians of children and youths who are homeless are informed of educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children. *</p> <p><i>*Parent/family engagement activities that go beyond the mandated minimum can be included as a grant activity.</i></p>	<p><input type="checkbox"/> Yes, happening. <input type="checkbox"/> No, not happening.</p>	
<p>Students/families in temporary housing receive referrals to health, dental, mental health, and substance abuse services; housing services; and other appropriate services*</p> <p><i>*LEAs with systems to make referrals AND follow-up (i.e., wrap around case management), may include this as a grant activity.</i></p>	<p><input type="checkbox"/> Yes, happening. <input type="checkbox"/> No, not happening.</p>	
<p>School personnel receive McKinney-Vento-related professional development (i.e., at least one training to school district staff per year*)</p> <p><i>*Trainings that go beyond the mandated minimum can be included as a grant activity.</i></p>	<p><input type="checkbox"/> Yes, happening. <input type="checkbox"/> No, not happening.</p>	
<p>Young children who are homeless are referred to pre-k, Head Start programs (including Early Head Start programs), early intervention services, and other preschool programs administered by the LEA.*</p> <p><i>*Early childhood supports/services that go beyond basic referrals may be included as a grant activity.</i></p>	<p><input type="checkbox"/> Yes, happening. <input type="checkbox"/> No, not happening.</p>	
<p>Youth who are homeless receive college counseling and unaccompanied homeless youth are informed of their status as independent students for the purposes of federal financial aid (i.e., FAFSA) and receive verification of such status. *</p> <p><i>* Engagement and/or support activities for Unaccompanied Youth that go beyond the mandated minimum can be included as a grant activity.</i></p>	<p><input type="checkbox"/> Yes, happening. <input type="checkbox"/> No, not happening.</p>	
<p>Enrollment disputes are promptly resolved in accordance with the requirements of the McKinney-Vento Act.</p>	<p><input type="checkbox"/> Yes, happening. <input type="checkbox"/> No, not happening.</p>	

Grant: Section B - Program Design and Implementation

For section B, please complete the Program Overview (Narrative) and Program Activity Plan.

Program Overview: In the space below, please include a brief (500 words or less) overview of the LEA/consortium's proposed McKinney-Vento program. Please be sure to address EACH of the following bullet points:

- The types of services/activities that the LEA/consortium plans to offer to meet the academic and social-emotional needs of students in temporary housing. Please be sure to address the areas of attendance, engagement, and academic performance in your answer.
- Provide a description of how your proposed project will coordinate and collaborate with community agencies, non-profit organizations, or other state/federal agencies who serve homeless families, children, and youth (*e.g., department of social services, shelters, county Youth Bureau, Runaway and Homeless Youth programs and shelters, community action agencies, Head Start, Continuum of Care, business partners, faith-based agencies, Titles I, II, III, IV, V, and IDEA,*).
- The degree to which the McKinney-Vento liaison will be involved in the implementation of the grant program activities and/or who else will be responsible for grant activity planning, implementation, and data collection and reporting.

Grant Program Activity Plan – Add activities as needed

Program Activity #1:

- Activity:
- Activity Category:
- Operational Plan:
- Timeline:
- Number of Students in Temporary Housing served:
- Anticipated Outcome:
- Measurement Tool:
- Budget:

Program Activity #2:

- Activity:
- Activity Category:
- Operational Plan:
- Timeline:
- Number of Students in Temporary served:
- Anticipated Outcome:
- Measurement Tool:
- Budget:

Program Activity #3:

- Activity:
- Activity Category:
- Operational Plan:
- Timeline:
- Number of Students in Temporary Housing served:
- Anticipated Outcome:
- Measurement Tool:
- Budget:

Program Activity #4:

- Activity:
- Activity Category:
- Operational Plan:
- Timeline:
- Number of Students in Temporary Housing served:
- Anticipated Outcome:
- Measurement Tool:
- Budget:

Instructions for Section B – Program Activity Plan:

For the Program Activity Plan, please complete one “Grant Program Activity” template for each individual grant program activity you plan to implement. (See Allowable Activities section beginning on page 5: Successful applicants will include a mix of activity types.)

Each program activity should include information for all 8 bullet points listed below.

- **Activity:** The specific activities that the LEA/consortium will implement. Activities listed should aim to improve the attendance, engagement, and academic success of students in temporary housing and go beyond the minimum requirements of the McKinney-Vento Act (i.e., immediate enrollment, provision of transportation to the school of origin, provision of free meals).
- **Activity Category:** Successful applicants will have *at least one* activity in each of the following four categories (*examples are page 25-28*):
 - Student Facing Programs
 - Student and Family Supports and Services
 - Knowledge and Capacity Building
 - Trauma-sensitive Strategies
- **Operational Plan:** Details about how the activity/program will be implemented. Include specifics about outreach, recruitment, and retention of students and families where appropriate.
- **Timeline:** The timeframe for when the proposed activities will take place. Applicants should allow for a reasonable amount of time for ramping up new programming, recruiting new staff and students to participate in the activities, and implementing the activities. Describe whether activity is a singular event, repeating, weekly, etc. for participants.
- **Number of Students in Temporary Housing Served:** How many students experiencing homelessness will participate in the activity and/or be served by the program annually? If permanently housed students also participate, please include both the total number of students participating in the activity and the total number of students who are homeless participating in the activity.
- **Anticipated Outcome:** What result will you see if this activity is successful? Outcomes must be specific and measurable either using qualitative data or using quantitative data. *See examples on pages 25-28 for guidance.*
- **Measurement tool:** How will you gather and/or keep track of data used to demonstrate the success of the activity? *See examples on pages 25-28 for guidance.*
- **Budget:** The **amount of McKinney-Vento grant funds** needed to implement the activity. If a district staff member whose salary is being paid in part or fully with grant funds will implement the activity, include the name and title of that person in the budget code and the budget narrative

For your reference, examples and tips are included on pages 25-28.

For more information on how each bullet point will be weighted and scored, see the scoring rubric at the end of the application.

EXAMPLES

Program Activity (example):

- **Activity:** 6-8th grade “homework help” group that will also incorporate academic goal setting.
- **Activity Category:** Student facing program
- **Operational Plan:** Initial outreach will happen in September and will include invitation flyers in backpacks and emails to parents where possible. We will also work with individual teachers to identify students most in need of academic support. Once selected, the small groups will meet with their teacher/mentor three times a week during lunch. At least one of the three weekly meetings will focus on goal setting and progress towards completion. To encourage continued participation, there will be pizza at the last session of each month for those who have attended ninety percent (90%) of sessions.
- **Timeline:** We will work to recruit and train the teachers/mentors in the Fall and launch the program in January.
- **# of Students in Temporary Housing served:** We plan to serve 30-40 students in temporary housing per year in this program. The total # of students will be 100, so students in temporary housing will make up 30%-40% of the total students served.
- **Anticipated Outcome:** All students in temporary housing who participate in a minimum of 10 sessions will be passing classes with at least an 80% (B-).
- **Measurement Tool:** Measured by the monthly grade reports pulled from Schoology (the school’s data management system) by the MV Liaison.
- **Budget:** \$3,000 - stipend for mentors + Jane Smith, MV Liaison whose salary is paid with grant funds, oversees this activity.

Activity Category, Anticipated Outcomes, and Measurement Tool examples:

Activity Category	Examples of Anticipated Outcomes for “Student Facing Programs”	Examples of Measurement Tools
<p>Student Facing Programs (e.g., Tutoring, mentoring, counseling, afterschool or summer enrichment programs, social-emotional learning lessons, mindfulness activities, “calm down spaces” in classroom/school, early childhood programs)</p>	<ul style="list-style-type: none"> • 75% of students in temporary housing who participate in at least five sessions will improve GPA/standardized test scores 10% from last year. • 80% of students in temporary housing who meet at least 10 times with mentors will indicate that they “feel safer in school” and “have an adult they trust at school” according to a post-activity survey. This percentage will demonstrate at least a 15% increase from the pre-activity survey. • In the schools with the grant-funded attendance improvement program, the chronic absenteeism rate for students in temporary housing will go down by 5% as compared to the previous year. • Students in temporary housing who participate in this program will be promoted to the next grade level at the same rate as their permanently housed peers. 	<ul style="list-style-type: none"> • Student survey given at the beginning and end of year with questions specific to the program activity • Pre and post-test for students to measure learning • School staff survey • Attendance data • Discipline reports • Teacher reports/feedback on individual students • Student grades from student management system • Participation and/or retention rates based on attendance logs • State test data • <i>Include your own measurement tool.</i>

	<ul style="list-style-type: none"> • 70% of students who begin this program will stay involved until the end of the school year. • The number of discipline referrals to students participating in the mentoring/tutoring program will fall by 25% from the year before. • 17/20 elementary school classrooms will have a “safe space” of some kind. • <i>Include your own measurable result.</i> 	
Activity Category	Examples of Anticipated Outcomes for “Supports and Services”	Examples of Measurement Tools
Student and/or Family Supports and Services <i>(e.g., case management, school and/or hygiene supplies, transportation to extracurricular activities, parent workshops, weekend food backpack programs, family counseling, physical shelter improvements such as a study room or preschool room,)</i>	<ul style="list-style-type: none"> • At least 10 parents will participate in each session of our series and 80% or more will report that they can use the information provided. • 75 % of students provided with transportation assistance and waived fees for after-school programming will improve school attendance from before the services began or have an attendance rate that matches the district’s average attendance rate. • At least 30 families will receive weekend food backpacks for 20+ weekends out of the year. Students participating in the backpack program will have attendance rates similar to permanently housed peers. • 95% of students in temporary housing who received referrals for local food pantries, free health clinics, free summer programs, etc. report that they connected with one of those programs and benefited from it. • <i>Include your own measurable result.</i> 	<ul style="list-style-type: none"> • Student survey given at the beginning and end of year with questions specific to needs and then whether those needs were met. • Count of parent attendees, sign-in sheet • Parent survey given after an event with questions specific to the event’s goals. • Attendance and/or progress toward individual goals as reported by a partner organization. • Reports from shelter staff about improved use of space and participation in events. • Attendance data • Discipline reports • Teacher reports/feedback on individual students • Student grades from student management system • <i>Include your own measurement tool.</i>
Activity Category	Examples of Anticipated Outcomes for “Knowledge and Capacity Building”	Examples of Measurement Tools
Knowledge and/or Capacity Building <i>(e.g., Professional development, coalition and/or consortium meetings, community partnerships, hiring additional staff)</i>	<ul style="list-style-type: none"> • All district departments will be represented at the professional development session and will set up meetings with the liaison to discuss challenges. • District-wide survey will demonstrate growth in staff empathy following the poverty simulation training. • At least 30/40 of our district’s transportation and enrollment staff will be trained in trauma-sensitivity 	<ul style="list-style-type: none"> • Pretests and posttests to measure learning • Staff surveys to measure increase in empathy • Attendance logs for PD and other trainings • <i>Include your own measurement tool.</i>

	<p>and 80% will report that they are better able to do XYZ as reported on an end of year survey.</p> <ul style="list-style-type: none"> • Liaison will receive at least 10 referrals from the enrollment office and the school counselor’s office, up from 0 this year. <p><i>Include your own measurable result.</i></p>	
Activity Category	Examples of Anticipated Outcomes for Social and Emotional Learning (e.g. trauma-sensitive strategies).	Examples of Measurement Tools
Social and emotional learning (e.g. trauma-sensitive strategies)	<ul style="list-style-type: none"> • X% of student who participate in X number of mindfulness sessions will achieve X. • X% of students who participate in X program will indicate that they “feel safe in school” and “have an adult they trust at school” according to a post-activity survey. • Fewer than 10% of Students in Temporary Housing (STH) will be chronically absent (<i>defined as missing 10% of school days during any period of enrollment</i>) because of the mentoring program and attachment to someone at school. • STH will be promoted to the next grade level at the same rate as their permanently housed peers. • X% of students who begin in X program will stay involved until the end of the school year. • The number of discipline referrals for students participating in the mentoring/tutoring program will decline by X% from the year before. • X% of district staff will be trained in trauma-sensitivity and do X with that knowledge. • X number of classrooms will have a “safe space” of some kind. • X% of district transportation and enrollment staff will be trained in trauma-sensitivity. • <i>Include your own measurable outcome.</i> 	<ul style="list-style-type: none"> • School climate survey given to students at the beginning and end of the year • Parent and/or staff survey about student’s ability to self-regulate, given at the beginning and end of the year • Attendance and participation rates of school staff for training • Pre-test and Post-test to measure learning • Attendance data (school and/or program attendance) • Participation and/or retention rates based on attendance logs • Discipline reports • Teacher reports/feedback on individual students • Student grades from student management system • <i>Include your own measurement tool.</i>

General Tips:

- **Keep your outcomes small and measurable, but meaningful and relevant to the activity. Start by asking: what is the primary goal of this activity?**
For example, if you are implementing a program to ensure that students experiencing homelessness receive consistent one-on-one counseling with a school social worker, consider asking the social worker(s) what goals they have when working with students, and consider whether the social worker(s) already have a pre-screening and end-of-year survey in place. If they do, use the data that's already available and have the social worker aggregate the data for students experiencing homelessness (with attention paid to student privacy). Or, consider implementing a pre- and post-survey that asks students about their self-confidence, social skills, self-control, or other items directly related to the counseling.
- **When providing data on the activity, it is better for your dataset to include only students experiencing homelessness who participated in that specific activity.**
For example, if 15/100 of your students in temporary housing attend tutoring, the average attendance rate among all students in temporary housing isn't a strong indicator to measure the results of the tutoring activity.
- **Many results need before and after data, or another type of baseline, to demonstrate changes in student performance and/or behavior.**
If your stated goal is that 30% of your students in temporary housing pass Regents exams following tutoring sessions, and you later report that 32% did so, it is unclear whether the tutoring made a difference. Provide a baseline – how did those students score the year prior? Or, how did students in temporary housing fare if they did not attend tutoring?
- **Don't forget to consider how you will collect the data.**
If lots of students are added to the program on a rolling basis, it's best not to distribute one survey for everyone in September and another in June.
- **Simple is good!**
Meet with your Data Coordinator to see whether data can be pulled from your district's student management system. Distribute surveys that are short so that they can be returned immediately. If you have a number of programs, consider distributing one survey to all students/families in temporary housing but having them indicate which services they used, so that you can pull the relevant data for each activity.

McKinney-Vento Competitive Grant Program

Attachment A: MCKINNEY-VENTO CONSORTIUM AGREEMENT FOR SY22-25

Consortium Member Agreement and Statement of Assurances For Consortium Applicants Only

By completing and signing this form, the McKinney-Vento Grant Consortium Lead LEA and Component LEAs assure that they will:

- Comply with NYSED’s Consortium Policy for Federal and State Grants (page 8);
- Comply with the McKinney-Vento Act and use requested funds to comply with paragraphs (3) through (7) of section 722(g);
- Collaboratively design and implement a program to serve homeless students as described in the Grant Application from the lead LEA.;
- Be an active member of the consortium, convening (or participating in) consortium meetings at least 3 times per year to discuss ongoing program needs and goals and/or provide training. Dates and outcomes from meetings will be required as part of the end-of-year report.
- Keep records on the project;
- Submit annual fiscal and programmatic reports (including aggregate data on students identified as homeless) for submission to the New York State Education Department. The end of the year report must include updates on the program implementation for each member of the consortium.
- Ensure that activities carried out by the agency will not isolate or stigmatize homeless children and youths; and
- Maintain ongoing communication and coordination among consortium members to implement a fully integrated program and carry out all consortium responsibilities.

In the tables below, please provide a brief summary of the programmatic responsibilities and funding distribution between the Lead LEA and EACH Component LEAs (add Component LEA tables as needed).

Lead LEA Programmatic Responsibilities:	
Name of Lead LEA:	
LEA Code:	
Please briefly list the services/programs the <u>Lead LEA</u> will provide:	<i>(Examples: quarterly consortium meetings, professional development for liaisons, tutoring, counseling, reporting on consortium LEA outcomes, etc.)</i>
Print Name of Superintendent/Chief Administrative Officer:	
Signature of Superintendent/Chief Administrative Officer:	

Component LEA #1 Responsibilities:	
Name of Component LEA #1:	
LEA Code:	

Please briefly list the services/programs <u>Component LEA</u> will provide:	<i>(Examples: purchase and distribution of supplies, school-based after-school program, etc.)</i>
Amount of grant funds that will go directly to <u>Component LEA</u> :	
Print Name of Superintendent/Chief Administrative Officer:	
Signature of Superintendent/Chief Administrative Officer:	

Component LEA #2 Responsibilities:	
Name of Component LEA #2:	
LEA Code:	
Please briefly list the services/programs <u>Component LEA</u> will provide:	<i>(Examples: purchase and distribution of supplies, school-based after-school program, etc.)</i>
Amount of grant funds that will go directly to <u>Component LEA</u> :	
Print Name of Superintendent/Chief Administrative Officer:	
Signature of Superintendent/Chief Administrative Officer:	

Component LEA #3 Responsibilities:	
Name of Component LEA #3:	
LEA Code:	
Please briefly list the services/programs <u>Component LEA</u> will provide:	<i>(Examples: purchase and distribution of supplies, school-based after-school program, etc.)</i>
Amount of grant funds that will go directly to <u>Component LEA</u> :	
Print Name of Superintendent/Chief Administrative Officer:	

Signature of Superintendent/Chief Administrative Officer:	
---	--

Component LEA #4 Responsibilities:	
Name of Component LEA #4:	
LEA Code:	
Please briefly list the services/programs <u>Component LEA</u> will provide:	<i>(Examples: purchase and distribution of supplies, school-based after-school program, etc.)</i>
Amount of grant funds that will go directly to <u>Component LEA</u> :	
Print Name of Superintendent/Chief Administrative Officer:	
Signature of Superintendent/Chief Administrative Officer:	

Grant: Budget Narrative and Forms (FS-10)

Instructions:

The grant award period will begin on September 1, 2022, and end on August 31, 2025, with the initial project period (Year 1) being September 1, 2022, through August 31, 2023. **Separate Budget Narrative and FS-10 forms must be submitted for the Grant of this initial year.**

For Year 1 funding (9/1/22 – 8/31/23), applicants must submit two budget-related forms:

- **Budget Narrative: Attachment B:** *Narrative forms must provide a clear explanation/justification of how the proposed expenditures are appropriate and necessary to support the project activities and how the proposed expenditures are reasonable for the number of participating students.*
- **FS-10: Budget**
 - **FS-10** in [Excel](#)  (124 KB) - *recommended; please enable macros*
 - **FS-10** in [Word](#)  (90 KB) | **FS-10** in [.pdf](#) 

The FS-10 Budget Form, information about the categories of expenditures, and general information on allowable costs, applicable cost principles, and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](#).

The FS-10 must bear the original signature of the Chief School/Administrative Officer.

For more information, visit the [Grants Finance website](#).

Grant funds for Years 2 and 3 will be awarded based on the approval of subsequent 12-month program budgets.

As a guide, costs may include: tutoring, supplemental instruction, and enriched educational services not otherwise provided through Federal, State, or local funding; early childhood programs not otherwise provided through Federal, State, or local funding; violence prevention counseling; excess transportation costs for before- or after-school activities (*i.e., costs not covered by State Aid or Medicaid reimbursement*); professional development for educators and pupil services personnel to heighten the understanding and sensitivity to needs of students in temporary housing; expedited evaluations; referral to health services; school supplies; emergency assistance to enable homeless children and youth to attend school; and the development of partnerships between schools and agencies providing services to homeless children and youth.

NOTE ABOUT FUNDING FOR SALARIES: Grant funds may be used for salaries of staff members directly supporting grant activities. Grant funds may be used for the salary of an existing staff member and/or to hire an additional staff member(s) to support specific McKinney-Vento grant program activities as described in the application.

To satisfy the "supplement, not supplant" rule, the portion of the staff person's salary paid by grant funds should match the portion of the person's time spent on grant-related work. For example:

- If a full-time social worker is hired to work solely on grant-related program activities, then grant funds may cover 100% of his/her salary.
- If an existing liaison is spending 50% of his/her time on grant-related activities and 50% of his/her time fulfilling McKinney-Vento statutes (*i.e., enrollment, transportation, basic referrals*), then 50% of his/her salary may be paid with grant funds.

Details about plans to use grant funds for salaries should be included in the following two places:

- Within the "Budget" bullet for the related grant activity in the Program Activity Plan

- Under Code 15 and/or Code 16 of the Budget Narrative (*Please provide the title and the full-time equivalent (FTE), i.e., the percentage of time or number of hours that will be paid with MV funding. For example, indicate 0.25 FTE homeless liaison, 0.10 FTE clerical support, or 200 hours tutoring.*)

Please keep in mind that Title I funds may be used to pay for the McKinney-Vento Liaison's salary (see question M-10 from the U.S. Department of Education's [Education for Homeless Children and Youths Program Non-Regulatory Guidance](#)).

The McKinney-Vento Homeless Assistance Act lists approved use of funds. For more information see Section H in U.S. Department of Education's [Education for Homeless Children and Youths Program Non-Regulatory Guidance](#).

McKinney-Vento Competitive Grant Program

Attachment B: MCKINNEY-VENTO BUDGET NARRATIVE FOR 22-25

MUST BE SUBMITTED WITH BUDGET

LEA:	BEDS CODE:
CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY <i>(Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.) NOTE: FS-10s with missing quantities or unit costs, or with terms such "TBD" or "Varies" cannot be accepted on the FS-10 or Budget Narrative forms.</i>
Code 15 <i>Professional Salaries</i>	<i>NOTE: To use grant funds for a staff person's salary, that person(s) must <u>directly</u> support McKinney-Vento grant program activities. Please include information about which activities/programs this person is responsible for and an estimate of the time dedicated to it (i.e., If the staff person is going to spend 25% of his or her time on grant-related activities, then only 25% of salary can be covered using grant funding and only .25 FTE can be included in this Budget Category).</i>
Code 16 <i>Support Staff Salaries</i>	<i>NOTE: To use grant funds for support staff salaries, that person(s) must <u>directly</u> support McKinney-Vento grant program activities. Please include information about which activities/programs this person is responsible for and an estimate of the time dedicated to it (i.e., If the staff person is going to spend 25% of his or her time on grant-related activities, then only 25% of salary can be covered using grant funding and only .25 FTE can be included in this Budget Category).</i>
Code 40 <i>Purchased Services</i>	
Code 45 <i>Supplies and Materials</i>	

CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY <i>(Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.) NOTE: FS-10s with missing quantities or unit costs, or with terms such "TBD" or "Varies" cannot be accepted on the FS-10 or Budget Narrative forms.</i>
Code 46 <i>Travel Expenses</i>	
Code 80 <i>Employee Benefits</i>	
Code 90 <i>Indirect Cost</i>	
Code 49 <i>BOCES Services</i>	
Code 30 <i>Minor Remodeling</i>	
Code 20 <i>Equipment</i>	

M/WBE Documents
M/WBE Goal Calculation Worksheet
(This form should reflect Year 1 budget totals)

RFP # and Title: RFP GC22-009, McKinney-Vento Competitive Grant Program

Applicant Name: _____

The M/WBE participation for this grant is 30% of each applicant’s total discretionary non-personnel service budget for each year of the grant. Discretionary non-personnel service budget is defined as the total budget, excluding the sum of funds budgeted for direct personal services (i.e., professional and support staff salaries) and fringe benefits, as well as rent, lease, utilities, and indirect costs, if these are allowable expenditures.

Please complete the following table to determine the dollar amount of the M/WBE goal for this grant application.

	Budget Category	Amount budgeted for items excluded from M/WBE calculation	Totals
1.	Total Budget		
2.	Professional Salaries		
3.	Support Staff Salaries		
4.	Fringe Benefits		
5.	Indirect Costs		
6.	Rent/Lease/Utilities*		
7.	Sum of lines 2, 3 ,4 ,5, and 6		
8.	Line 1 minus Line 7		
9.	M/WBE Goal percentage (30%)		0.30
10.	Line 8 multiplied by Line 9 =MWBE goal amount		

*If not included in #5

M/WBE COVER LETTER

Minority & Woman-Owned Business Enterprise Requirements

NAME OF GRANT PROGRAM: McKinney-Vento Competitive Grant Program

NAME OF APPLICANT: _____

In accordance with the provisions of Article 15-A of the NYS Executive Law, 5 NYCRR Parts 140-145, Section 163 (6) of the NYS Finance Law and Executive Order #8 and in fulfillment of the New York State Education Department (NYSED) policies governing Equal Employment Opportunity and Minority and Women-Owned Business Enterprise (M/WBE) participation, it is the intention of the New York State Education Department to provide real and substantial opportunities for certified Minority and Women-Owned Business Enterprises on all State contracts. It is with this intention the NYSED has assigned M/WBE participation goals to this contract.

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

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

By my signature on this Cover Letter, I certify that I am authorized to bind the Bidder's firm contractually.

Typed or Printed Name of Authorized Representative of the Firm:

Typed or Printed Title/Position of Authorized Representative of the Firm:

Signature/Date:

M/WBE UTILIZATION PLAN

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

Bidder/Applicant's Name _____
 Address _____
 City, State, Zip _____

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

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

PREPARED BY (Signature) _____ DATE _____

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

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

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

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

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

Bidder/Applicant Name: _____ Federal ID No.: _____

Address: _____ Phone No.: _____

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

Signature of Authorized Representative of Bidder/Applicant's Firm _____

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

Date: _____

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

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

Address: _____ Phone No.: _____

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

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

DESIGNATION: _____ MBE Subcontractor _____ WBE Subcontractor _____ MBE Supplier _____ WBE Supplier

PART C - CERTIFICATION STATUS:

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

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

The estimated dollar amount of the agreement \$ _____

Signature of Authorized Representative of M/WBE Firm

Date

Printed or Typed Name and Title of Authorized Representative

M/WBE 102

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

PROJECT/CONTRACT # _____

I, _____
(Bidder/Applicant)

_____ of _____
(Title) (Company)

_____ () _____
(Address) (Telephone Number)

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

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

Submit additional pages as needed.

Authorized Representative Signature

Date

M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION

RFP#/PROJECT NAME _____

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

 (Address) ()
 (Phone)

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

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

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

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

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

 (Authorized Representative Signature) (Date) (Print Name)

M/WBE 105A

REQUEST FOR WAIVER FORM

BIDDER/APPLICANT NAME:
ADDRESS:
CITY, STATE, ZIPCODE:

TELEPHONE:
EMAIL:
FEDERAL ID NO.:
RFP#/PROJECT #:

INSTRUCTIONS: By submitting this form and the required information, the bidder/applicant certifies that Good Faith Efforts have been taken to promote M/WBE participation pursuant to the M/WBE goals set forth under this RFP/Contract. Please see the next page for additional requirements and document submission instructions.

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

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

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

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

M/WBE 101

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-11, as listed below. If a Waiver Pending ESD Certification is requested, please see Item 11 below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.

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

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

EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN (Instructions on next page)

Applicant Name: _____

Telephone: _____

Address: _____

Federal ID No.: _____

City, State, ZIP: _____

Project No: _____

Report includes:

Work force to be utilized on this contract OR

Applicant's total work force

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

EEO - Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category																	
		Hispanic or Latino		Male										Female					
		Male	Female	White	African-American or Black	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran	White	African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran
Executive/Senior Level Officials and Managers																			
First/Mid-Level Officials and Managers																			
Professionals																			
Technicians																			
Sales Workers																			
Administrative Support Workers																			
Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
TOTAL																			

PREPARED BY (Signature): _____
 NAME AND TITLE OF PREPARER: _____
 (Print or type)

DATE: _____
 TELEPHONE/EMAIL: _____
 (Print or type)

STAFFING PLAN INSTRUCTIONS

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

Instructions for Completing:

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

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

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

FOR NYSED USE

2022– 2025 McKinney-Vento Education of Homeless Children and Youth
Competitive Grant Application Review Sheet

LEA Name: _____

LEA Contact: _____

Agency Code:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Total Homeless Number: _____

Total (with or without Consortium) needs to be at least 100 to apply. Statistics may be found on the number of students reported as homeless for the 2018-19, 2019-20 and 2020-21 school years at the [NYS-TEACHS website](#) under the heading "SIRS Data on Student Homelessness – 3 Year Summary."

The LEA/Consortium applying for (check all that apply):

- New Grant applicant Returning Grant applicant (i.e., SY19-22 Baseline Grantee)

Reviewer: _____

Review Date: _____

FOR NYSED USE
Grant Application Evaluation Rubric

Applicant:				
Consortium Application: <input type="checkbox"/> Yes <input type="checkbox"/> No	Reviewer Initials	Date Review Completed	Total Potential Funding	Score (100 Possible)

Rating Guidelines

- Very Good:** Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed services and coordination activities to achieve the academic and social-emotional success of students in temporary housing.
- Good:** General, but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.
- Fair:** Questionable and/or non-specific. Information about approach and strategies is limited. Lacks focus and detail.
- Poor:** Barely addresses criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.
- Missing:** Does not address the criteria, simply re-states the criteria, or is literally missing.

Grant Section A – Local Landscape (17 points) <i>Grading based on Section A: Questions 1-4 and the LEA Responsibility Chart.</i>	Very Good	Good	Fair	Poor	Missing
<p>1. Summary of Needs Assessment clearly articulates a description of the LEA/consortia’s current needs of and support for students in temporary housing, including:</p> <ul style="list-style-type: none"> • Local trends in identification and primary nighttime residence over the past three years; and • Local need through references to academic and social/emotional functioning (including barriers) of students in temporary housing, which are validated by results of a needs assessment (presented by the LEA) and/or data from the student management system. <p>The summary also clearly outlines or describes:</p> <ul style="list-style-type: none"> • Effective programming currently in place (<i>including data/research about the programming and funding streams if applicable</i>); and • Community resources and/or partnerships available <p><i>Note: Full points may be awarded to an applicant without current programming or partnerships in place, where there is sufficient explanation of future plans provided.</i></p>	8	6	4	2	0
<p>2. Homeless identification and nighttime residence chart includes complete homeless identification data over past three years.</p>	2 - yes	N/A	N/A	N/A	0 - no
<p>3. Poverty and ID The district’s identification of students in temporary housing is consistent with poverty data.</p>	2 - yes	N/A	N/A	N/A	0 - no
<p>4. LEA does not have SED noted barriers OR, where barriers are reported, has followed up to correct the situation.</p>	2 - yes	N/A	N/A	N/A	0 - no
<p>LEA Responsibilities Chart: The chart is complete with “yes” acknowledgements for each responsibility listed OR provides a reasonable explanation for why not.</p>	3 - yes	N/A	N/A	N/A	0-no

Section A Reviewer Comments:

Grant: Section B - Program Design and Implementation (63 points) <i>Grading based on Section B Program Overview (Narrative) and Activity Plan.</i>	Very Good	Good	Fair	Poor	Missing
<p>The Program Overview (Narrative) clearly outlines an overview of the LEA/consortium’s proposed McKinney-Vento program, including:</p> <ul style="list-style-type: none"> The types of services/activities that the LEA/consortium plans to offer to meet the academic and social-emotional needs of students in temporary housing. The narrative addresses the areas of attendance, engagement, and academic performance. 	8	6	4	2	0
<p>The Narrative summary includes:</p> <ul style="list-style-type: none"> A description of current or planned collaboration with community agencies, non-profit organizations, or other state/federal agencies who serve homeless families, children, and youth. <i>(e.g., department of social services, shelters, county Youth Bureau, Runaway and Homeless Youth programs and shelters, community action agencies, Head Start, Continuum of Care, business partners, faith-based agencies)</i> The degree to which the McKinney-Vento Liaison will be involved in the implementation of the grant program activities and/or who else will be responsible for grant activity planning, implementation, and data collection/reporting. <p><i>Note: Full points may be awarded to an applicant without current collaborations, partnerships, or MV Liaison in place, where there is sufficient explanation of future plans provided.</i></p>	6	4.5	3	1.5	0

<p>Grant Section B - Program Activity Plan:</p> <p>The Plan includes one or more activities that are “student facing,” such as tutoring, mentoring, summer enrichment, counseling, Social-Emotional Learning, mindfulness, pre-school, “safe spaces,” etc. Activities are specific and consistent with the activities described above in the narrative.</p>	8	6	4	2	0
<p>The Plan includes one or more activities related to student and/or family supports and services, such as medical/dental referrals, school and/or hygiene supplies, transportation to extracurricular activities, parent workshops, weekend food backpack programs, etc. Activities are specific and consistent with the activities described above in the narrative.</p>	7	5.25	3.5	1.75	0
<p>The Plan includes one or more activities related to capacity building, such as school/district professional development, coalition and/or consortium meetings, community partnerships, hiring additional support staff, etc. Activities are specific and consistent with the activities described above in the narrative.</p>	6	4.5	3	1.5	0
<p>The Plan includes one or more social and emotional learning activities related to trauma-sensitive strategies, such as creation of a safe and supportive environment, foster secure attachments, and/or help students to develop non-cognitive skills such as emotional regulation or coping skills where fewer than 10% of STH will be chronically absent because of the mentoring program and attachment to someone at school, number of discipline referrals for students participating in the mentoring/tutoring program will decline, etc. Activities are specific and consistent with the activities described above in the narrative.</p>	6	4.5	3	1.5	0
<p>Each activity listed includes the operational plan with information about how each program/activity will be implemented. This may include information about how the LEA/consortium will recruit students for participation, how each activity or service will be staffed, when/where the activity will take place, and/or other logistical details as appropriate.</p>	7	5.25	3.5	1.75	0

Each activity listed provides a reasonable timeline for ramping up new programming, recruiting new staff and students to participate in the activities, and implementing the activities.	3	2.25	1.5	.75	0
Each activity listed the number of students in temporary housing served annually for each activity that is listed. The number of students served is reasonable given the time, staffing, and budget information provided. Where appropriate, the LEA will include information about how many permanently housed students will participate in the activity/program.	4	3	2	1	0
Each activity listed includes an anticipated outcome that is specific and clearly reflects what effective implementation of the individual activity looks like. Examples of Anticipated Outcomes are given on pages 25-28. Responses should reference these outcomes or be comparable.	4	3	2	1	0
Each activity listed includes a measurement tool that indicates how one would know that they have reached the intended result. Examples of Measurement Tools are provided on pages 25-28. Responses should mention these tools or mention tools that are comparable.	2	1.5	1	.5	0
Each activity listed includes information in the budget line for McKinney-Vento grant funds needed to implement the activity. If an activity is managed by a staff member paid with grant funds, that person is identified.	2	1.5	1	.5	0
Section B Reviewer Comments:					

FOR NYSED USE

FINAL TALLY OF POINTS FOR GRANT APPLICATION

Program (80 points)	Total Points Awarded
A - Local Landscape (17 points)	
B - Program Design and Implementation (63 points)	
Grant Program Total	

Budget (20 points)					
Budget Forms (20 points) <i>Grading based on budget narrative and FS-10 form</i>	Very Good	Good	Fair	Poor	Missing
Description of the budget for an action/activity is clear.	5	3.75	2.50	1.25	0
The proposed expenditures are appropriate, reasonable, allowable, and necessary to support the project activities. This includes sufficient detail of salaries and the related grant activity responsibilities of those staff whose salaries are included in the budget.	5	3.75	2.50	1.25	0
The proposed expenditures are reasonable for the number of participating students.	5	3.75	2.50	1.25	0
Illustrates all proposed expenditures do not supplant or duplicate positions and/or activities already funded through other sources.	5	3.75	2.50	1.25	0
Budget Reviewer Comments:					
Budget Total					

Both Sections (100 points)	Total Points Awarded
Grant Program (80 possible)	
Grant Budget (20 possible)	
Grant Grand Total:	

New York State Education Department

ASSURANCES AND CERTIFICATIONS FOR FEDERAL PROGRAM FUNDS

The following assurances and certifications are a component of your application. ***By signing the certification on the application cover page you are ensuring accountability and compliance with applicable State and federal laws, regulations, and grants management requirements.***

Federal Assurances and Certifications, General:

- Assurances – Non-Construction Programs
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Federal Assurances and Certifications, ESEA:

The following are required as a condition for receiving any federal funds under the Elementary and Secondary Education Act.(ESEA)

- ESEA Assurances
- School Prayer Certification

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Education Department Program Contact listed in the Application. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, and by signing the Application Cover Page, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Standard Form 424B (Rev. 7-97), Prescribed by 2 CFR Part 200, Authorized for Local Reproduction, as amended by New York State Education Department

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

These certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 CFR Part 200, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of any offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period; and;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTIONS

The terms “debarment,” “suspension,” “excluded,” “disqualified,” “ineligible,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded” as used in this certification have the meanings set forth in 2 CFR Part 180, Subpart I, “Definition.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR Part 180 Subpart B, “What is a covered transaction?”

A. The applicant certifies that it and its principals:

- (a) Upon approval of their application, in accordance with 2 CFR Part 180 Subpart C, they shall not enter into any lower tier nonprocurement covered transaction with a person without verifying that the person is not excluded or disqualified unless authorized by USDOE.
- (b) Will obtain an assurance from prospective participants in all lower tier covered nonprocurement transactions and in all solicitations for lower tier covered nonprocurement transactions that the participants will comply with the provisions of 2 CFR Part 180 subparts A,B, C and I.
- (c) Will provide immediate written notice to the New York State Education Department if at any time the applicant and its principals learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

**NEW YORK STATE DEPARTMENT OF EDUCATION
ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) ASSURANCES**

These assurances are required for programs funded under the Elementary and Secondary Education Act as amended by Every Student Succeeds Act of 2015.

As the chief school officer of the applicant, by signing the Application Cover Page, I certify that:

- (1) the applicant will comply with the requirements of Education Law § 3214(3)(d) and (f) and the Gun-Free Schools Act (20 U.S.C. § 7151);
- (2) the applicant will comply with the requirements of 20 U.S.C. § 7908 on military recruiter access;
- (3) the applicant will comply with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;
- (4) the applicant will comply with the requirements of Education Law § 2802(7), and any state regulations implementing such statute and 20 U.S.C. § 7912 on unsafe school choice; and
- (5) the applicant will comply with all fiscal requirements that apply to the program, including but not limited to any applicable supplement not supplant or local maintenance of effort requirements.
- (6) the applicant understands the importance of privacy protections for students and is aware of the responsibilities of the grantee under section 20 U.S.C. 1232g (FERPA) (ESSA §8548)

**PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING
DURING OFFICIAL FEDERAL GRANT BUSINESS**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

MCKINNEY-VENTO ACT ASSURANCES

I. McKinney-Vento funds will be used as in accordance with the requirements set forth in Section 722(g)(3) through (7) of the McKinney-Vento Act, Section 3209 of the New York State Education Law, and Section 100.2(x) of the Commissioner's Regulations.

II. Any subcontracts for certain activities will be supervised by the LEA or district fiscal agent.

III. Participation by LEA's in this proposal will be conducted in accordance with all Federal, State, and local laws and requirements.

IV. Supporting documents for expenditures under this program will be maintained in an orderly manner to permit audit of expenditures and will be made available to appropriate officials on request.

V. Annual reports for services provided under this grant will be sent to the New York State Education Department by the given due date or risk the discontinuation of future McKinney-Vento funding.

THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - o Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - o Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - o Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
 - o Federal grant funds cannot be used to pay for alcoholic beverages; and
 - o Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - o When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - o A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a U.S. Department of Education grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.

All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the U.S. Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - o A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting and conference-related expenses.

Appendix A
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law §163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as

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

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. § 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 Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law §165(6) and Public Authorities Law §2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa; State Technology Law § 208, and commencing March 21, 2020 shall also comply with General Business Law §899-bb).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it

has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

(October 2019)

APPENDIX A-1 G

General

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.nysed.gov/cafe/>.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
- D. Any modification to this Agreement that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of this Agreement must be approved by the Commissioner of Education and the Office of the State Comptroller when:
 - a. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
 - b. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.
- E. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

Responsibility Provisions

- A. **General Responsibility Language**
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. **Suspension of Work (for Non-Responsibility)**
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time

as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

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

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Rev. 5/12/14