

**MY BROTHER’S KEEPER FELLOWS PROGRAM (MBKFP)**

**A New York State My Brother’s Keeper Initiative  
For the term 2023-2026**

**ANNOUNCEMENT OF FUNDING OPPORTUNITY**

<b>Purpose of Grant</b>	The purpose of the My Brother’s Keeper Fellows Program (MBKFP) is to provide rising 12 <sup>th</sup> -grade high school students, with an emphasis on boys and young men of color, with opportunities to gain authentic leadership experience(s) and develop service projects beneficial to the schools they attend and the communities they live in.
<b>Grant Term</b>	July 1, 2023 – June 30, 2026
<b>Project Description</b>	Through the creation of the New York State My Brother’s Keeper Fellows Program (MBKFP), and a partnership between a New York State My Brother’s Keeper (NYSMBK) Community and at least one postsecondary education institution or one local business or community-based organization, rising 12 <sup>th</sup> -grade students, with an emphasis on boys and young men of color, will be provided authentic leadership opportunities in local government and/or education and/or business. Applicants will annually select NYSMBK Fellows, current 11 <sup>th</sup> graders, to participate in the program, which will begin with the Fellows’ induction at the Annual NYSMBK Statewide Symposium and continue through the students’ 12 <sup>th</sup> -grade year. Each NYSMBK Fellow will have a mentor currently employed with one of the partners. Each NYSMBK Fellow will have the opportunity to participate in a fellowship with one of the partners. As a result, each NYSMBK Fellow will develop and complete a service project related to one of the NYSMBK Milestones with the partner that would benefit the school and/or community. In addition, the Fellows will serve on a statewide My Brother’s Keeper (MBK) Fellows Workgroup, coordinated by the NYSED Office of Family and Community Engagement, which will provide input on the development and implementation of a statewide MBK Mentoring Network. NYSMBK Fellows are expected to attend the Annual NYSMBK Statewide Symposium with their mentors.
<b>Eligible Applicants</b>	<ul style="list-style-type: none"><li>• Only approved New York State My Brother’s Keeper Community Network(s) (NYSMBKCN), are eligible to apply for this grant opportunity. An approved NYSMBKCN is a partnership between the Office of the Mayor and the School District Superintendent (or the Chancellor in New York City), that has filed supporting documents with the Office of Family and Community Engagement and been approved by NYSED as an MBK Community.</li><li>• New York State My Brother’s Keeper Community Networks that are approved by <b>May 1, 2023</b> may apply for years two, three, and four of this grant cycle (2023-2024, 2024-2025, and 2025-2026).</li></ul>

	<ul style="list-style-type: none"> <li>• New York State My Brother’s Keeper Community Networks that are approved by <b>May 1, 2024</b> may apply for years three and four of this grant cycle (2024-2025 and 2025-2026).</li> <li>• New York State My Brother’s Keeper Community Networks that are approved by <b>May 1, 2025</b> may apply for year four of this grant cycle (2025-2026).</li> <li>• Additionally, for this grant opportunity, each NYSMBKCN must also secure a Memorandum of Agreement (MOA) with a local postsecondary education institution(s) or a local business(es)/community-based organization as a partner(s).</li> </ul> <p><b><i>The public school district partner must serve as the applicant/fiscal agent for this grant program.</i></b></p>
<b>Student Eligibility</b>	For this grant opportunity, students eligible to be selected are rising 12 <sup>th</sup> graders, with an emphasis on boys and young men of color, who are enrolled in any one of the NYSMBKCN(s) receiving this grant.
<b>Amount of Funding</b>	Available funding for January 20, 2023 through June 30, 2026, is expected to be up to <b>\$3,236,800</b> , subject to legislative appropriation. Each MBK Community will receive an allocation of \$5,950 per Fellow per year to carry out activities aligned with the purpose of this grant.
<b>Application Requirement(s)</b>	<b>Applications must include a Memorandum of Agreement (MOA) signed by all partners (minimum of three, including Mayor or equivalent municipality elected official, Superintendent, and Postsecondary Institution Senior Administrator OR local business/community-based organization). Letters of support will not be accepted in lieu of a required partner’s signature on the MOA.</b>
<b>Application Deadline</b>	<p>Please submit <b>one original</b> of the full proposal, as well as one electronic copy of the complete application.</p> <ul style="list-style-type: none"> <li>• Applications must be postmarked by <b>June 30, 2023</b>, to the address below.</li> </ul> <p style="text-align: center;">New York State Education Department Attention: My Brother’s Keeper Fellows Program Application Office of Family and Community Engagement 89 Washington Ave., Rm. EBA 971 Albany, NY 12234</p> <ul style="list-style-type: none"> <li>• Electronic copies must be sent to <a href="mailto:NYSMBK@nysed.gov">NYSMBK@nysed.gov</a> by <b>June 30, 2023</b>.</li> </ul> <p>For Community Networks approved between December 8, 2022 - May 1, 2023, the application deadline is <b>June 30, 2023</b>; for Community Networks approved between May 2, 2023 - May 1, 2024, the application deadline is <b>June 3, 2024</b>; for Community Networks approved between May 2, 2024 - May 1, 2025, the application deadline is <b>June 3, 2025</b>.</p>
<b>Q &amp; A</b>	<ul style="list-style-type: none"> <li>• Questions from Community Networks approved between December 2, 2022 - May 1, 2023 must be emailed to <a href="mailto:NYSMBK@nysed.gov">NYSMBK@nysed.gov</a> by <b>June 9, 2023</b></li> </ul>

	<ul style="list-style-type: none"> <li>• Questions from Community Networks approved between May 2, 2023 - May 1, 2024 must be emailed to <a href="mailto:NYSMBK@nysed.gov">NYSMBK@nysed.gov</a> by May 6, 2024;</li> <li>• Questions from Community Networks approved between May 2, 2024 - May 1, 2025 must be emailed to <a href="mailto:NYSMBK@nysed.gov">NYSMBK@nysed.gov</a> by May 6, 2025.)</li> </ul> <p>A <b>Question &amp; Answer Summary</b> will be posted at: <a href="http://www.nysed.gov/NYSMBK">http://www.nysed.gov/NYSMBK</a> no later than <b>June 15, 2023</b> (and subsequently by May 19, 2024; and May 19, 2025).</p>
<p><b>Application Due Date</b></p>	<ul style="list-style-type: none"> <li>• Applications must be postmarked and emailed by <b>June 30, 2023</b>.</li> <li>• Applications from Community Networks approved between May 2, 2023 - May 1, 2024 must be postmarked and emailed by June 3, 2024;</li> <li>• Applications from Community Networks approved between May 2, 2024 - May 1, 2025 must be postmarked and emailed by June 3, 2025.</li> </ul>

**The University of the State of New York  
THE STATE EDUCATION DEPARTMENT  
Office of Family and Community Engagement  
89 Washington Avenue/ Room EBA 971  
Albany, NY 12234**

**Guidelines  
for the Submission of Applications for the  
My Brother's Keeper Fellows Program  
For the Period July 1, 2023 – June 30, 2026**

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**My Brother's Keeper Fellows Program**  
Guidelines for the Submission of Applications

**I. APPLICATION GUIDANCE**

**Required Signature(s)**

The original signature of the District Superintendent (or designee) of the institution must appear on the Statement of Assurances Page in **blue** ink.

**Number of Copies**

Please submit **one original** of the full proposal, as well as one electronic copy of the complete application.

Applications must be postmarked and emailed by **June 30, 2023**. (For Community Networks approved between May 2, 2023 – May 1, 2024, the application deadline is **June 19, 2024**; and for Community Networks approved between May 2, 2024 – May 1, 2025, the application deadline is **June 18, 2025**.)

**Checklist**

Please use the Application Checklist to ensure that a complete application package is submitted.

**Page Limits and Standards:**

The project narrative is limited to no more than **15 double-spaced pages in a minimum 10-point font** and all information requested in this section (excluding resumes, memoranda of agreement, and course descriptions) must be contained within the narrative portion of the proposal. The narrative should present a cohesive document with each individual section related to all other sections. The name of the institution must appear in the top right corner of each page.

A specific format is required for the information requested in **Attachment II**. This information should be provided on Attachment II and be included in the 15-page limit. Single-spacing may be used on Attachment I provided the typeface or font is at least 10-point size.

**Proposed Budget for a Federal or State Project (FS-10)**

The application must include a budget and budget narrative for each category of expenditure that is required for the grant (Professional Salaries, Support Staff Salaries, Purchased Services, Travel Expenses, Employee Benefits, BOCES Services) and a Proposed Budget for a Federal or State project (FS-10). The necessary and appropriate narrative should include sufficient detail to allow reviewers to understand what the funds will be used for and the relationship between the proposed expenditure and project activities and goals.

The total from each of the Budget Category Forms must correspond to amounts shown on the Budget Summary Form. Please be sure to check all your calculations for accuracy.

**II. INTRODUCTION**

The My Brother's Keeper Fellows program (MBKFP) is one of the initiatives initially established under an initiative of the New York State Board of Regents to increase the academic achievement and college- and career-readiness of disadvantaged youth, particularly boys and young men of color. For the purposes of this Request for Applications (RFA), a 'boy or young man of color' includes male students in NYS public schools who are identified in their school records with race/ethnicity described as Black or African

American, Hispanic/Latino, Asian, Native Hawaiian or another Pacific Islander, or American Indian, or Alaska Native; or two or more races/ethnicities. School districts are required to ensure that the official school record accurately identifies the student in the category that the student has identified and not a category identified by a school or district official.

### III. PURPOSE, PROGRAM COMPONENTS, AND MY BROTHER'S KEEPER MILESTONES

The purpose of the My Brother's Keeper Fellow's Program (MBKFP) is to provide rising 12<sup>th</sup>-grade high school students, with an emphasis on boys and young men of color, with opportunities to gain authentic leadership experience(s) and develop service projects beneficial to the schools they attend and the communities in which they live. The New York State Education Department will fund grants to Department recognized My Brother's Keeper (MBK) Communities to address the following program components. All components take place during the Fellows' 12<sup>th</sup>-grade year unless otherwise noted.

- A. Each NYSMBK Fellow will gain an authentic leadership experience by participating in one 10-month fellowship in local government and/or education and/or business.
- B. Each NYSMBK Fellow will have a mentor currently employed with one of the partners. (Strategies for mentoring are outlined by the [New York State Education Department My Brother's Keeper Guidance Document: Emerging Practices for Schools and Communities.](#))
- C. Each NYSMBK Fellow will develop a service project that would benefit the school and/or community related to one of the New York State MBK Milestones with the partner. The six NYS MBK Milestones are:
  1. Ensuring equitable access to high-quality schools and programs;
  2. Expanding prevention, early warning, and intervention services;
  3. Using differentiated approaches based on need and culture;
  4. Responding to structural and institutional racism;
  5. Making comprehensive and coordinated support services widely available; and
  6. Engaging families and communities in a trusted and respectful way.
- D. Fellows and their mentors will participate in a series of events and workshops, including the following:
  1. Newly selected 11<sup>th</sup>-grade students and their mentors will participate in the annual New York State Education Department (NYSED) My Brother's Keeper (MBK) Statewide Symposium to be held in the spring of each year. Each student will participate in the MBK Fellows induction ceremony.
  2. Each Fellow and mentor (or school district representative) will participate in at least two (2) virtual masterminds (book studies) with the Assistant Commissioner of the Office of Access, Equity and Community Engagement Services or designee. Calls will be held on designated Thursday evenings at 6:00 p.m.
  3. Fellows and their mentors or school district representatives will attend the MBK Fellows Retreat, expected to be held during the fall of the Fellows' 12<sup>th</sup>-grade year.

4. Each Fellow and mentor(s) will participate in the “Stand and Deliver” Workshop and Leadership Presentations.
  5. MBK Fellows and their mentors or a school district representative may be invited to participate in additional activities/opportunities that may arise during this grant period.
- E. During the program period, each Fellow will be provided opportunities to build communication and advocacy skills in preparation for becoming an MBK Program Ambassador. (Upon successfully completing the program, each MBK Fellow will become an MBK Program Ambassador, joining a statewide network of former Fellows who will engage as leaders in their local communities and provide input and feedback to NYSED administrators, legislators, the NYS Board of Regents, municipal elected officials, and their peers, based on their Fellowship experiences.)

#### **IV. RATIONALE AND GOALS**

New York State, through actions by the Board of Regents, the Governor, and Legislature, is the first in the nation to adopt a statewide version of My Brother's Keeper, an initiative from President Obama to boost the educational futures of disadvantaged youth, particularly young minority men and boys. As part of the national initiative launched in February 2014, My Brother's Keeper seeks to close the persistent gap in educational achievement and opportunity between disadvantaged youth, particularly young minority men and boys and their peers.

The MBK Fellows Program has three goals:

1. An overarching goal is to encourage and support young men in making good choices, becoming more resilient, overcoming educational and community obstacles, and achieving their dreams in life, thereby improving their communities and the State. As far back as 1975, the Board of Regents adopted educational policies which seek to alleviate the achievement gaps of Native American students ([Position Paper #22](#)). The principles included in the Regents’ nine directives sit firmly as the foundation for many of the activities which are now ideally to be implemented for all disadvantaged youth, particularly boys and young men of color.
2. While there has been slight improvement on educational measures of academic skills, one of the consistent features of any type of analysis has been and continues to be the significant opportunity gap between minority and non-minority students. The specific goal of the MBKFP is to address limited career exposure and close opportunity gaps by engaging participants in internships, work experiences, and service projects that build their knowledge and skills. The program’s approach is to engage student leaders in meaningful experiences that expose them to the world of policymaking, legislation, community services, civic engagement, entrepreneurship, and other valuable learning experiences. Each MBK Fellow will be partnered with a mentor to provide guidance and support.
3. An ultimate goal for the MBKFP is to create and sustain a statewide network of MBK Program Ambassadors—former Fellows who are engaged as leaders in their local communities and who provide input and feedback to NYSED administrators, legislators, the NYS Board of Regents, municipal elected officials, and their peers, based on their Fellowship experiences.

#### **V. MY BROTHER’S KEEPER FELLOWS PROGRAM (MBKFP) OBJECTIVES, STRATEGIES AND ACTIVITIES:**



Through this application process, the eligible school districts must submit action plans on how either the local businesses or community-based organizations or postsecondary institutions they have identified to partner with plan to address components listed above in Section III.

For each component, be sure to address the following:

### **Objectives and Strategies**

List specific objectives to be accomplished. Objectives must support the MBK Fellows Program goals and must be measurable. Objectives should be focused on how the fellowship experience will address one or more of the My Brother's Keeper milestones, delivering a service project to the school and/or community, and participating in designated statewide Fellow events.

### **Activities and Services**

List and describe each activity and service that supports the achievement of each objective. Include required instructional, support, and advocacy services needed for staff, student, family and community member engagement, and growth.

**Staff Responsible:** Indicate staff responsible for the implementation of each activity or service.

**Timeframe:** Indicate the start and end dates, the timeframe, and the duration of each activity or service.

**Measures:** For each objective, describe the performance measure sources that will assess its efficacy.

## **VI. INSTITUTIONAL ELIGIBILITY**

The current list of eligible school districts is as follows:

- LaFayette CSD
- Kingston City SD
- Middletown City SD

**Districts that previously applied for and were awarded the MBK Fellows Program Grant 2022-2026 grant cycle, do not reapply until 2026.**

## **VII. NYSED'S RESERVATION OF RIGHTS**

NYSED reserves the right to:

1. Reject any or all proposals received in response to the RFA;
2. Withdraw the RFA at any time, at the agency's sole discretion;
3. Make an award under the RFA in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFA;
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 RFA;
7. Prior to the bid opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it may become available;

8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFA 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 RFA in the best interests of the State;
12. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
13. Utilize any and all ideas submitted in the proposals received;
14. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening;
15. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation;
16. Request best and final offers.

### **VIII. PROJECT EXPECTATIONS**

Projects will be deemed as meeting project expectations if they produce:

- Regular meetings between each Fellow and his mentor
- A service project that would benefit his school and/or community completed by each Fellow related to one of the MBK initiatives
- Participation of each Fellow and mentor (or school district representative) in at least two (2) virtual masterminds (book studies) with the Assistant Commissioner of the Office of Access, Equity and Community Engagement Services or designee
- Participation of Fellows and mentor(s) in the annual New York State Education Department (NYSED) My Brother's Keeper (MBK) Statewide Symposium
- Participation of Fellows and mentor(s) in the annual Fall Fellows Retreat
- Participation of Fellows and mentor(s) in the "Stand and Deliver" Workshop and Leadership Presentations

### **IX. REQUIRED PROGRAM REPORTS**

- A. Required Reports: Each institution receiving an MBK Fellows Program (FP) grant will be required to report each student receiving MBK Fellows Program services with the appropriate MBK Fellows Program service code (Code: 4009) and upload student records to the State Information Repository System (SIRS). Data are to be reviewed and certified by the grantee's CEO in the L2RPT Cognos environment each year of the grant. Data are required by the SIRS [reporting timelines](#). It is recommended that those involved in the preparation of grant information consult their data coordinators as they prepare for SIRS reporting. Each institution will also be required to submit a final report by July 30<sup>th</sup>. A format and reporting schedule for the reports will be provided by the program office.
- B. Late or inaccurate submissions of any budgetary forms and/or Programmatic reports may result in the suspension of funds.

C. Each institution receiving an MBKFP award will be required to report all students receiving MBKFP services with the appropriate program service code (Code: 4009) and upload student records to the NYS SIRS in March annually, as indicated on the [SIRS reporting timeline](#).

1. The final program report is due on July 30<sup>th</sup> of the following program year. Grantees are required to provide NYSED reports of professional development, program activities, staff, and on the expenditures in operating the MBKFP in a form and manner prescribed by the program office. The information contained in the NYS SIRS and final report will be used to ensure that the institution is serving students and addressing the milestones agreed upon in the RFP and to monitor program performance in such areas as:

- a) An analysis of program operation in terms of the stated priorities and the extent to which the priorities were achieved.
- b) An itemization of the institution's support of such program during the contract period including the use of outside (Federal, State, and local) funds.
- c) Plans for program change, expansion, and development.
- d) The extent and nature of faculty, staff, student, and community involvement and participation in program planning and development.

D. As indicated, the institution's program reports, and NYS SIRS Reports will be reviewed upon receipt by the program office for accuracy and completeness. The institution will be notified by NYSED if their submission appears to be incomplete and/or requires additional information and grantees are required to provide additional information or data within 10 business days.

## **X. FUNDING LIMITATIONS AND METHOD OF DETERMINING AWARD AMOUNTS**

A funding formula has been developed for the allocation of funds for eligible school districts providing that they respond to all requirements of this RFA in sufficient detail. Districts serving less than 10,000 students may select up to **two Fellows** for a maximum funding amount up to \$11,900, and districts serving more than 10,000 students may select up to **four Fellows** for a maximum funding amount up to \$23,800.

### **For an increase in available funding:**

If all available funds are not allocated, or if new or additional funding becomes available, and NYSED chooses to distribute this funding to eligible entities, NYSED will allocate the additional funds proportionally among all existing programs based on their number of Fellows.

### **For a decrease in available funding:**

A decrease in funding for any subsequent funding year will result in a proportional reduction to all funded districts based on total annual budget.

## **XI. BUDGET**

### **Budget Form (FS-10)**

Year Two applicants must submit an FS-10 budget with this application, for the project period of July 1, 2023-June 30, 2024. Year Three applicants will submit an FS-10 budget with this application, for the project period of July 1, 2024-June 30, 2025. Year Four applicants will submit an FS-10 budget with this application, for the project period of July 1, 2025-June 30, 2026.

The applicant must complete the FS-10 Budget Form. Budgeted costs must comply with applicable State and Federal laws and regulations and the Department’s Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the following URL: <http://www.oms.nysed.gov/cafe>. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

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 at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.

The budget should be reasonable and appropriate to cover program expenses.

For more information, visit the website <http://www.oms.nysed.gov/cafe/guidance/faqs.html>

A. Use of Funds

1. Activities funded under an MBKFP award will be administered according to a written agreement between the State Education Department and the participating school district.
2. Amendments to the proposal during the course of the year that involve changes in the manner in which MBKFP funds are expended must have prior written approval from NYSED’s Office of Family and Community Engagement. Expenses for activities not included in the approved budget will not be reimbursed by the State.

B. Allowable Expenses

Fellow Stipend	\$1,500
Mentor Stipend	\$1,500
Participation in RFA-Mandated Events	\$2,325
Participation in Other Events/Purchase of NYSED-approved materials	\$500
<u>Book Study Materials</u>	<u>\$125</u>
<b>Total amount per Fellow per year:</b>	<b>\$5,950</b>

The stipend will be paid to the Fellows and mentors through the applicant school district. Travel funds are to support, at minimum, travel for Fellows and mentors to NYSMBK events mandated by this RFA.

C. Non-Allowable Expenses

1. Funds may not be used for indirect costs.
2. Funds may not be used for construction or renovation of classroom or office space.
3. Funds may not be used for equipment (items with a per-unit cost of \$5,000 or more).
4. Funds are not available for rental of office or meeting space, storage facilities, equipment, fixtures, or communication cost (phone, postage, and/or electronic communication costs).
5. Funds cannot be used for items which previously had been assumed by the institution. The purpose of an MBKFP award is to supplement rather than supplant monies previously or presently allocated to MBKFP-related activities.
6. MBKFP funds are intended to establish new efforts or to enrich or expand existing ones. They may not be used to supplant funding of other existing efforts.

7. MBKFP funds cannot be used to pay for the salary or stipend of an MBK Director or someone designated as a Principal Investigator for the grant.
8. Funds may not be used for purposes other than those described in the approved grant contract.
9. MBKFP funds cannot be used for organizational dues or items not specifically allowed under the categories identified above.

D. Transfer of Funds

1. Budget transfers of more than 10 % in any category must be submitted as a budget amendment. Form FS-10-A: Proposed Amendment for a Federal or State Project must be used to request a budget amendment and must be submitted to NYSED’s Office of Family and Community Engagement for review. All FS-10-A forms must be submitted anytime between the start date of any funding year and May 30<sup>th</sup> of that year. Funds should not be expended until the budget amendment has been approved in writing.
2. Funds up to 10 percent of line categories may be transferred between approved line categories without prior written approval. However, NYSED’s Office of Family and Community Engagement must be informed in writing of all amendments made to an approved budget within 30 days of each occurrence, but no later than May 30<sup>th</sup> of the program year.

F. Institutional Funds

1. Program Support: The district or a partner must provide sufficient space and other resources for the effective operation of the project activities.

G. My Brother’s Keeper Fellows Program (MBKFP) Payment Schedule

Please refer to the **FISCAL GUIDELINES FOR FEDERAL AND STATE AIDED GRANTS** at: <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>

Funds will be provided through a 25% initial payment; then up to 90% based upon submitted FS-25 forms as interim payments; the final 10% will be reimbursed upon completion of the required reports and FS-10F.

**XII. PROJECT SCHEDULE**

- A. Operation Dates: Projects may begin as early as July 1, 2023, but must be completed by June 30, 2024. Projects may begin as early as July 1, 2024, but must be completed by June 30, 2025. Projects may begin as early as July 1, 2025, but must be completed by June 30, 2026. Expenses incurred outside of this period will not be reimbursed.
- B. Required Reports: Each institution receiving an MBKFP grant will be required to submit a final report to NYSED’s Office of Family and Community Engagement. The final report annually will outline the scheduled activities in the program period identifying tasks, assignments, and specific objectives accomplished within the reporting period. A format and reporting schedule for the reports will be provided by NYSED’s Office of Family and Community Engagement and will include a monitoring of the educational markers used to measure success.

**XIII. APPLICATION INSTRUCTIONS**

Please submit **one original** of the full proposal, as well as one electronic copy of the complete application. **The original must be clearly identified and signed in blue ink.** An application for funding requires the original signature of the District Superintendent (or designee) of the district on the Application Cover Page and Statement of Assurances (Attachment III).

- **Applications for funding must be postmarked on or before June 30, 2023 to:**

ATTN: My Brother's Keeper Fellows Program Application  
New York State Education Department  
Office of Access, Equity, and Community Engagement Services  
89 Washington Avenue, EBA 971  
Albany, New York 12234

- Electronic copies must be sent to [NYSMBK@nysed.gov](mailto:NYSMBK@nysed.gov) by **June 30, 2023.**

(For Community Networks approved between May 2, 2023 – May 1, 2024, the application deadline is **June 3, 2024**; and for Community Networks approved between May 2, 2024 – May 1, 2025, the application deadline is **June 3, 2025.**)

An application for funding meets the deadline requirement if it has a legible postmark, shipping label, invoice, or receipt from the U.S. Postal Service or a commercial carrier bearing the date of **June 30, 2023** or earlier. (For Community Networks approved between May 2, 2023 – May 1, 2024, the application deadline is **June 3, 2024**; and for Community Networks approved between May 2, 2024 - May 1, 2025, the application deadline is **June 3, 2025.**)

Private metered postmarks **will not** be accepted as proof of meeting the required deadline.

Proposals that do not meet the deadline requirement will **not** be considered.

A complete application for funding consists of the following items in the order indicated:

- A. Application checklist (Attachment V)
- B. Application Cover Page with Original Signature of Chief Executive/Administrative Officer (Attachment I)
- C. Statement of Assurances with Original Signature of Chief Executive/Administrative Officer (Attachment III)
- D. Proposed Budget (Attachment IV)
- E. Payee Information Form (if applicable)
- G. Proposal Narrative (including Attachment II)
- H. Budget Narrative
- I. Memorandum of Agreement
- J. FS-10 Budget (Attachment VI)
- K. M/WBE Documents (Attachment VII, plus the M/WBE Goal Calculation Worksheet)

#### **XIV. NARRATIVE FORMAT**

The proposal narrative should describe the 2022-2026 proposed activities in full detail, including the overall objectives, planning, implementation, and evaluation of all proposed activities. **It may not be more than 15 double-spaced pages in a minimum 10-point font**, and all information requested in this section (excluding resumes, memoranda of agreement, course descriptions, and the FS-10) must be contained within the narrative portion of the proposal. The narrative should present a cohesive document, with each individual section related to all other sections, and **must** adhere to the format indicated below. The name of the

school must appear in the top right corner of each page. A specific format is required for the information requested in Attachment II. This information should be provided on Attachment II and be included in the 15-page limit. Single-spacing may be used on Attachment I provided that the typeface or font is at least 10-point size. Failure to adhere to these guidelines or to include required information will result in an unfavorable review.

A. Application Cover Page

B. Executive Summary (1-page max)

This section summarizes the proposal's purpose, scope, and outcomes.

C. Organizational Background

This section should include:

1. An overview and brief description of the applicant school district
2. An explanation of why your district is qualified for a My Brother's Keeper Fellows Program award (MBKFP)
3. A brief description of the district's history, accomplishments, qualifications, and educational experience in serving the needs of underrepresented and at-risk populations
4. Memorandum of Agreements (MOA)

**MEMORANDUM OF AGREEMENTS (MOA) ARE MANDATORY AS PART OF THE APPLICATION.** In order to encourage support from, and collaboration with, the applicant school district, the office of the Mayor or chief municipality official, postsecondary institutions, community-based organizations, and/or local businesses in communities with high populations of low-achieving boys and young men of color; the eligible applicant must include in their application identified partnership(s) **with at least three** such entities/organization(s). In order to be a qualifying partnership, the partnership must meet the following requirements:

- The partnership must be evidenced by a signed memorandum of agreement (MOA) signed by all parties to the agreement. Specify all the services each of the partners is required to provide and when they are expected to do it. Please ensure that the partnership agreement is signed by all the parties to the agreement when the application is submitted. The Partnership Agreement must be submitted with the application.
- While up to 40% of the total funds may be sub-contracted amongst the partnership organizations, the primary relationship of the partnership is not that of sub-contractors or consultants; it is one of collaboration toward alleviating the opportunity gap.

D. Program Objectives, Strategies, Activities, Services, and Performance Measures/Data Sources

**Use the forms provided in Attachment II: Program Objectives, Strategies, Activities, Services, and Performance Measures/Data Sources**

1. Concrete outcomes-based plans on how mentoring activities will take place.
2. Plans on how the Fellow will be assisted in developing a service project in their local community.
3. Plan for attendance at monthly NYSED teleconference planning sessions for the NYSMBK Mentoring Network.

4. Plan for attendance at the Annual NYSMBK Symposium.
5. Plan to sustain future Fellows after the expiration of this funding.

For each component, be sure to address the following:

### **Objectives and Strategies**

List the specific objectives to be accomplished. Objectives must support the MBKFP goals and must be measurable. Objectives should be focused on improving student learning, and increasing the number of disadvantaged youth, primarily boys and young men of color, who are prepared for college and/or careers. Each of the MBKFP components listed should be addressed.

### **Activities and Services**

List and describe each activity and service that supports the achievement of each objective. Include required instructional, support, and advocacy services needed for staff, student, family and community member engagement and growth.

**Staff Responsible:** Indicate staff responsible for the implementation of each activity or service.

**Timeframe:** Indicate the start and end dates, the timeframe, and the duration of each activity or service.

**Measures:** For each objective, describe the performance measures that will assess its efficacy. Indicate the populations to be served and the tools, methods, and instruments that will be used.

### **E. Budget and Budget Narrative**

1. Indicate the proposed expenditures for the project on Attachment IV: MBKFP Proposed Budget. The attachment must provide complete information and indicate all proposed expenditures from MBKFP, school, district, and other **optional** matching funds. The budget must be consistent with the scope of services, reasonable, and cost effective, and the staffing pattern must be appropriate for the services to be offered.

2. Budget narrative expenditures description (including descriptions of school, district, and other optional source contributions) must follow the general format of Attachment IV: MBKFP Proposed Budget using the same sequence of categories and code numbers. The budget justifications must be clear and appropriate.

**Note: A completed FS-10: Proposed Budget for the State Project will be required with this application.**

## **XV. PROPOSAL REVIEW**

### **Proposal Review**

Proposals will be reviewed by professional staff of the Office of Family and Community Engagement (OFCE), who will work with each eligible applicant district on the implementation of the components identified by the school district in their plan. Because funds are allocated by formula, there is no scoring process, and the role of the OFCE staff is to provide technical assistance and guidance, to ensure that State funds are used for allowable activities, and to provide oversight on the implementation of the award. The State Education Department reserves the right to reject any application which does not comply with the goals and requirements of this grant opportunity.



## **XVI. CORRESPONDENCE**

All correspondence, requests for information, and questions concerning this grant should be addressed to:

ATTN: My Brother's Keeper Fellows Program  
New York State Education Department  
Office of Access, Equity, and Community Engagement Services  
89 Washington Avenue, EBA 971  
Albany, New York 12234  
[nysmbk@nysed.gov](mailto:nysmbk@nysed.gov)

## **XVII. PUBLICITY**

All materials developed in whole or in part with the support of MBKFP funds, including publicity releases and program announcements, will include the following statement:

Support for the development and production of this material was provided by a grant under the My Brother's Keeper initiative of the New York State Education Department.

## **XVIII. 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 RFA.***

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 30% of each applicant's total discretionary non-personal service budget each year of the grant. Discretionary non-personal service budget is defined as total annual budget, excluding the sum of funds budgeted for:

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

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 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 Fellows Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 100 Utilization Plan
- M/WBE 102 Notice of Intent to Participate

**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 Fellows 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

**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 Fellows Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 101 Request for Waiver
- M/WBE 105 Contractor's Good Faith Efforts

## 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 this with their applications as evidence. 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 104G Quarterly M/WBE Compliance Report. This report should be submitted on a quarterly basis and can be requested at [MWBEGrants@nysed.gov](mailto:MWBEGrants@nysed.gov).

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](mailto: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.

## M/WBE Fellows Goal Calculation Worksheet

**Project Name:** My Brother's Keeper Fellows Program (MBKFP) **Project Year:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

The M/WBE participation goal is 30% of each grantee's total discretionary non-personal service budget. Discretionary non-personal 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); fringe benefits; the portion of the budget in purchased services representing stipends, student tuition, and financial assistance; indirect costs; room and board, if these are allowable expenditures.

**For the purposes of the grant, the salary and fringe benefit exclusion applies to the expenses of the lead applicant as well as any approved partner organization.** For example, the salaries of project staff employed by any approved partner should be excluded from the total budget, along with the lead applicant's project staff salaries, when calculating the discretionary non-personal service budget. Therefore, **lines 2-4 below will include any project salaries and fringe benefits of the lead applicant AND members of the partnership.** (Please note that the indirect costs of partner organizations are not allowable expenses under this grant program.)

**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 (Project Total)
1.	<b>Total Budget</b>		
2.	<b>Professional Salaries</b>		
3.	<b>Support Staff Salaries</b>		
4.	<b>Fringe Benefits</b>		
5.	<b>Portion of Purchased Services identified as Stipends or Student Tuition (Code 40)</b>		
6.	<b>Portion of Purchased Services (Code 40) and Travel Expenses (Code 46) identified as participation in RFA-Mandated and other events</b>		
7.	<b>Indirect Costs (Not allowed)</b>		
8.	<b>Sum of lines 2, 3, 4, 5 and 6</b>		
9.	<b>Line 1 minus Line 8</b>		
10.	<b>M/WBE goal percentage (30%)</b>		0.30
11.	<b>Line 9 multiplied by Line 10 = MWBE goal amount</b>		

**This form is only for use with the MBK Fellows Program.  
It may not be used with any other grant program.**

**ATTACHMENT VII**

**M/WBE DOCUMENTS**

**M/WBE COVER LETTER Minority & Woman-Owned Business Enterprise Requirements**

**My Brother’s Keeper Fellows Program (MBKFP) Project Year:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

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.

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 \_\_\_\_\_ Telephone/Email: \_\_\_\_\_/\_\_\_\_\_

Address \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

City, State, Zip \_\_\_\_\_ RFA 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: \_\_\_\_\_

TELEPHONE/E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

**M/WBE 100**

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

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

INSTRUCTIONS: Part A of this form must be completed and signed by the Bidder/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 (CHECK ONE):**

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

\_\_\_\_\_ The undersigned has applied to New York State's Division of Minority and Women-Owned Business Development (MWBD) for M/WBE certification.

**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

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

**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**

**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, telephone/e-mail address of M/WBEs contacted, type of work requested, estimated budgeted amount for each quote requested.

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

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

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

\_\_\_\_\_ **Authorized Representative Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Print Name**

**M/WBE 105A**

**REQUEST FOR WAIVER FORM**

**BIDDER/APPLICANT NAME:**

**TELEPHONE:**

**ADDRESS:**

**EMAIL:**

**FEDERAL ID NO.:**

**CITY, STATE, ZIPCODE:**

**RFA #/PROJECT NO.:**

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

<b>BIDDER/APPLICANT IS REQUESTING (check all that apply):</b>	
<input type="checkbox"/> <b>MBE Waiver</b> - A waiver of the MBE goal for this procurement is requested.  <input type="checkbox"/> Total <input type="checkbox"/> Partial _____%	<input type="checkbox"/> <b>WBE Waiver</b> - A waiver of the WBE goal for this procurement is requested.  <input type="checkbox"/> Total <input type="checkbox"/> Partial _____%
<input type="checkbox"/> <b>Waiver Pending ESD Certification</b> (check here if subcontractor or supplier is not certified M/WBE, but an application for certification has been filed with Empire State Development)  Subcontractor/Supplier Name: _____ Date of application filing: _____	

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

## 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 Page 2)**

Applicant Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_  
 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		Not-Hispanic or Latino										Female					
				Male															
		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																			
<b>TOTAL</b>																			

PREPARED BY (Signature): \_\_\_\_\_  
 NAME AND TITLE OF PREPARER: \_\_\_\_\_

DATE: \_\_\_\_\_  
 TELEPHONE/EMAIL: \_\_\_\_\_

## 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](mailto: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 January 1, 1963 and May 7, 1975.

### EEO 100

**ATTACHMENT I**

**Application Cover Page  
My Brother's Keeper Fellows Program Award**

Name of School District: \_\_\_\_\_

District Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Program Director: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Person Submitting Proposal (name/title): \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

*I certify that the information contained in this application is, to the best of my knowledge, complete and accurate and any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws, application guidelines and instructions, Assurances, Certifications, Appendices A, A1-G and that the requested budget amounts are necessary for the implementation of this program. I understand that this application constitutes an offer and, if accepted by the NYSED or renegotiated to acceptance, will form a binding agreement. I also agree that immediate written notice will be provided to NYSED if at any time I learn that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*

Signature of District Chief Administrator (or designee) \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT II

### Instructions for Completing Program Objectives, Strategies, Activities, Services, and Performance Measures

1. Make as many copies of the forms as needed to address all program components (section III A-G). An example of one form is attached. Copy for the additional components.
2. Provide all the information requested in each column of the Objectives, Strategies, Activities Matrix (1-5).
3. Definitions:
  - **Strategies:** Describe the process or method the MBKFP project will use to implement the MBKFP component indicated on the form (how).
  - **Activities/Services:** Indicate what the MBKFP project will do to implement the MBKFP component indicated on the form (action/work).
  - **Staff Responsible:** Indicate the staff members who will be responsible. Use the title(s) for individuals listed.
  - **Performance Measure:** Indicate measurable elements that will indicate accomplishment of the MBKFP component listed on the form.
  - **Timeframe:** Indicate the timeframe(s) for each item listed.



**Component:**

Strategies	Activities/Services	Staff Responsible	Timeframe	Performance Measures

**ATTACHMENT III**

(MBKFP)  
STATEMENT OF ASSURANCES

Institution Name: \_\_\_\_\_

Program: \_\_\_\_\_

1. The recipient will, if funded, operate a My Brother’s Keeper Fellows Program (MBKFP) within the letter and spirit of all pertinent legislation and policies, including the appropriate Guidelines.
2. Funds from this source will supplement, not supplant, local expenditures and will not duplicate expenditures from other sources.
3. All activities supported by grant funds will, to the extent possible, be accessible by persons with disabilities.
4. Upon request, the recipient will provide the State Education Department access to its records and other sources of information concerning the operation of the MBKFP program.
5. All materials developed in whole or in part with the support of MBKFP funds, including publicity releases and program announcements, will include the following statement:  
*Support for the development and production of this material was provided by a grant under the My Brother’s Keeper Fellows Program administered by the New York State Education Department.*

**CHIEF EXECUTIVE OFFICER CERTIFICATION**

I hereby certify that the information in this application is correct and in total compliance with appropriate State laws and regulations and that the program design will be carried out as described in the application.

Signed\* \_\_\_\_\_ Date \_\_\_\_\_  
(District Superintendent)

Print name and title \_\_\_\_\_

\*Original signature of District Superintendent is required.

**ATTACHMENT IV**

**Project Year:** \_\_\_\_\_

**Number of Students Served:** \_\_\_\_\_

<b>MBKFP PROPOSED BUDGET</b>
------------------------------

ROUND CENTS TO THE NEAREST DOLLAR

Line No.	Expenditure Category	Code	MBKFP (1)	Institution (2)	Other Sources (3)	TOTAL (4)
1	<b>Salaries for Professional Personnel</b>	15				
2	<b>Salaries for Non-Professional Personnel</b>	16				
	a. Clerical/Secretarial					
	b. Student Assistants					
	c. Other					
3	<b>Purchased Services</b>	40				
4	<b>Supplies &amp; Materials</b>	45				
	a. Instructional					
	b. Other					
5	<b>Travel Expenses</b>	46				
	a. Student/Programmatic					
	b. Staff/Administrative					
6	<b>Employee Benefits</b>	80				
	a. Professional__%					
	b. Clerical/Secretarial__%					
	c. Student Assistants__%					
	d. Other__%					
7	<b>SUBTOTAL of Lines 1-6</b>					
8	<b>Indirect Cost*</b>	90	XXXXXXXX			
9	<b>Equipment</b>	20	XXXXXXXX			
10	<b>GRAND TOTAL (Lines 7 - 9)</b>					

ROUND CENTS TO THE NEAREST DOLLAR.

Columns 2 and 3 are available to list any optional matching funds.

**ATTACHMENT V**

**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.

<b>Required Documents</b>	<b>Checked-Applicant</b>	<b>Checked –SED</b>	
Application Checklist (Attachment V)	<input type="checkbox"/>	<input type="checkbox"/>	
Application Cover Page with Original Signature of Chief Executive/Administrative Officer (Attachment I)	<input type="checkbox"/>	<input type="checkbox"/>	
Program Objectives, Strategies, Activities, Services and Performance Measures (Attachment II)	<input type="checkbox"/>	<input type="checkbox"/>	
Statement of Assurances with Original Signature of Chief Executive/Administrative Officer (Attachment III)	<input type="checkbox"/>	<input type="checkbox"/>	
Proposed Budget (Attachment IV)	<input type="checkbox"/>	<input type="checkbox"/>	
Payee Information Form (if applicable) <a href="http://www.oms.nysed.gov/cafe/forms/PIform.pdf">http://www.oms.nysed.gov/cafe/forms/PIform.pdf</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Proposal Narrative (15-page maximum – including Attachment II)	<input type="checkbox"/>	<input type="checkbox"/>	
Budget Narrative (included in 15-page maximum)	<input type="checkbox"/>	<input type="checkbox"/>	
Memorandum of Agreement	<input type="checkbox"/>	<input type="checkbox"/>	
FS-10 Budget EXCEL Version (signature required) (Attachment VI)	<input type="checkbox"/>	<input type="checkbox"/>	
M/WBE Documents Package (original signatures required) (Attachment VIII) <input type="checkbox"/> Full Participation <input type="checkbox"/> Request Partial Waiver <input type="checkbox"/> Request Total Waiver			
	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	N/A	<input type="checkbox"/>	<input type="checkbox"/>
EEO 100 Staffing Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SED Comments:</b>			
Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SED Reviewer: _____ Date: _____			

**ATTACHMENT VI**  
**Budget Form (FS-10)**

Applicants must submit a FS-10 budget with this application, for the project period of January 20, 2023 - June 30, 2026. The budget will be reviewed and scored.

The applicant must complete the FS-10 Budget Form. Budgeted costs must comply with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the following URL: <http://www.oms.nysed.gov/cafe>. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

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 at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.

The budget should be reasonable and appropriate to cover program expenses.

## ATTACHMENT VIII

### 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, licenser, licensee, lessor, lessee or any other party):

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the

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

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

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

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

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

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

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



and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business

Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto: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](mailto:mwbecertification@esd.ny.gov)  
[NYS M/WBE Directory](#)

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

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

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

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by

State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“[Prohibited Entities List](#)”).

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.

(January 2014)

## ATTACHMENT IX

### 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.

## ATTACHMENT X

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

#### ARTICLE I: DEFINITIONS

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

- 1. Breach:** The unauthorized acquisition, access, use, or disclosure of Protected Information in a manner not permitted by New York State and federal laws, rules and regulations, or in a manner that compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor’s security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Protected Information.
- 2. Disclose:** To permit access to, or the release, transfer, or other communication of Protected Information by any means, including oral, written, or electronic, whether intended or unintended.
- 3. Protected Information:** Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person and at is received by Contractor pursuant to the Agreement from an educational agency, governmental agency, entity, and/or directly from the person receiving services or such person’s parents or guardians.
- 4. Services:** Services provided by Contractor pursuant to the Agreement-Agreement with the NYS Education Department (“NYSED”) to which this DPA is attached (the “Agreement”).
- 5. Subcontractor:** Contractor’s non-employee agents, consultants, volunteers and/or any person or entity funded through the Agreement who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

#### ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

##### **1. Compliance with Law.**

Contractor may receive Protected Information regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment

at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York General Business Law at article 39-F; and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. Contractor agrees to maintain the confidentiality and security of Protected Information in accordance with applicable New York, federal and local laws, rules and regulations.

## **2. Data Privacy and Security.**

- (a) Contractor must not use Protected Information for any purpose other than to provide the Services. Contractor shall adopt and maintain industry standard administrative, technical, and physical safeguards, measures, and controls to manage privacy and security risks and protect Protected Information in a manner that complies with New York State, federal and local laws, rules, and regulations.
- (b) Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

## **3. Contractor's Employees and Subcontractors.**

- (a) Contractor shall only disclose Protected Information to Contractor's employees and Subcontractors who need to know the Protected Information to provide the Services and the disclosure of Protected Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each Subcontractor is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors prior to utilizing the Subcontractor. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify NYSED and remove such Subcontractor's access to Protected Information; and, as applicable, retrieve all Protected Information received or stored by such Subcontractor and/or ensure that Protected Information has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the Subcontractor compromises

Protected Information, Contractor shall follow the Data Breach reporting requirements set forth herein.

- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors, Contractor must not disclose Protected Information to any other party unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify NYSED of the court order or subpoena in advance of compliance but in any case, provides notice to NYSED no later than the time the Protected Information is disclosed, unless such disclosure to NYSED is expressly prohibited by the statute, court order or subpoena.
- (f) Contractor shall ensure that all its employees and Subcontractors who have access to Protected Information have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

#### **4. Data Return and Destruction of Data.**

- (a) Contractor is prohibited from retaining Protected Information or continued access to Protected Information or any copy, summary or extract of Protected Information, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the term of the Agreement unless such retention is either expressly authorized by the Agreement, expressly requested in writing by NYSED for purposes of facilitating the transfer of Protected Information to NYSED, or expressly required by law.
- (b) When the purpose that necessitated the receipt of Protected Information by Contractor has been completed or Contractor's authority to have access to Protected Information has expired, Contractor shall ensure that as applicable, all Protected Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all Protected Information maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that Protected Information cannot be read, or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the Protected Information cannot be



retrieved. Only the destruction of paper Protected Information, and not redaction, will satisfy the requirements for data destruction.

Redaction is specifically excluded as a means of data destruction.

- (c) Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of the secure deletion and/or destruction of Protected Information held by the Contractor or Subcontractors to the contact and address for notifications set forth in the Agreement.
- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

**5. Data Breach.**

- (a) Contractor shall promptly notify NYSED of any Breach of Protected Information in the most expedient way possible and without unreasonable delay, but no later than seven (7) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified mail, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of Protected Information affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact. Notifications required by this section must be sent to NYSED at the contact provided for contract related notifications with a copy to the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.
- (b) Contractor agrees that it will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.
- (c) Contractor shall promptly notify the affected individuals of any breach. Such notice shall be made using one of the methods prescribed by § 899-aa(5) of the New York General Business Law.

**6. Termination.**

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