

**MY BROTHER’S KEEPER
CHALLENGE GRANT
A New York State My Brother’s Keeper Initiative**

2023-2027

ANNOUNCEMENT OF FUNDING OPPORTUNITY

Legislative Authority	Chapter 53 of the laws of 2016. With the adoption of the 2016-17 New York State budget, New York became the first state to accept the President’s My Brother’s Keeper challenge.
Purpose of Grant	<p>The purpose of My Brother’s Keeper Challenge Grant is to incentivize and support school districts to accept the My Brother’s Keeper Challenge and implement a coherent research-based strategy for students to enter school ready to learn, promote mastery in reading and writing by third grade, and implement a cohesive strategy to expose and instruct students in financial literacy. Further, this short-term funding is intended to jumpstart initiatives at the district level. Ultimately, the responsibility to fund effective programming is a local responsibility and there should be no expectation of long-term Challenge Grant funding. Through this Request for Proposals (RFP) process, the New York State Education Department (NYSED) will fund grants to eligible school districts to address one or more of the following focus areas:</p> <ul style="list-style-type: none"> • Getting a Healthy Start and Entering School Ready to Learn All children should have a healthy start and enter school ready – cognitively, physically, socially, and emotionally. • Reading at Grade Level by Third Grade All children should be reading at grade level on or about age 8 – the age at which reading to learn becomes essential. • Ensuring Equitable Access to High Quality Schools and Programs Students will receive a financial literacy education and will develop, and practice personal financial management skills intended to help them achieve and maintain a lifetime of financial well-being.
Project Period	Initial period: September 1, 2023, through August 31, 2024, for a four year funding cycle through August 31, 2027. Funding beyond year one will be contingent upon the State Legislature’s continued appropriation of funds.
Eligible Applicants	<p>New York State public school districts which meet the following criteria may submit individual applications:</p> <ul style="list-style-type: none"> • BEDS Day Economically Disadvantaged % Enrolled > 54 • BEDS Day English Language Learner (ELL) % Enrolled > 0.9 • and a 2015 Cohort (2019 graduating class) by August of 4th year % graduated < 76 <p>OR</p> <ul style="list-style-type: none"> • BEDS Day Economically Disadvantaged % Enrolled > 59 • and a 2015 Cohort (2019 graduating class) by August of 4th year % graduated < 76 <p>OR</p> <ul style="list-style-type: none"> • BEDS Day English Language Learner (ELL) % Enrolled >2.9 • and a 2015 Cohort (2019 graduating class) by August of 4th year % graduated < 76

Amount of Funding	<p>The New York State Education Department will award up to \$6,250,000 to fund grants for the 2023-2024 school year, the first year of the four-year funding cycle.</p> <p>For the purposes of this funding opportunity the following are the award amounts for districts:</p> <ul style="list-style-type: none"> • Any 1 Focus Area: up to \$190,000 • Any 2 Focus Areas: up to \$240,000 • All 3 Focus Areas: up to \$300,000
Mandatory Signatures	<p>Original signature of District Superintendent (or designee) is required. Original signature of the District Superintendent (or designee) and school principal(s) is also required on the Statement of Assurances. For NYCDOE applicants, the original signature of the Chancellor (or designee) is required in addition to the abovementioned District Superintendent.</p>
Matching Requirements	<p>A minimum 15 percent match of the approved Challenge Grant is required. The matching requirement may be met through the district's own resources, private sources, other governmental sources, and/or in-kind services. Other State funds may be used in this match (except for State grant funds from educational opportunity programs) but may not duplicate services provided. All matching contributions must be used for activities related exclusively to the Challenge Grant project, and district accounts must be structured to reflect this contribution by the appropriate line item.</p>
Questions and Answers	<p>Questions regarding this grant must be submitted by May 3, 2023, to the following link: MBK Challenge - Questions.</p> <p>A Question and Answers Summary will be posted no later than May 17, 2023 at: MBK Challenge New York State Education Department (nysed.gov)</p>
Non-Mandatory Notice of Intent	<p>To assist the Department in planning for the grant review process, school districts that intend to submit a proposal may submit a Notice of Intent no later than May 24, 2023 to the following link: MBK Challenge - Intent to Apply.</p>
Checklist	<p>Please use the Application Checklist (Attachment I) to ensure that you send a complete application package.</p>
Webinar/Conference Call	<p>A NYSED webinar will be available on April 19, 2023, and posted at MBK Challenge New York State Education Department (nysed.gov)</p>
Application Due Date and Mailing Address	<p>Receipt of 1 original and 3 paper copies is due by May 31, 2023, to: New York State Education Department Office of Access, Equity, and Community Engagement Services MBK Challenge Grant 89 Washington Avenue, EBA Room 960 Albany, New York 12234</p> <p>Applications are also required to be received by 5:00 PM, May 31, 2023, by the Department via email to MBKChallenge@nysed.gov . The file format</p>

	should be in Microsoft Office or PDF. The subject line of the email should read as follows: 2023-2027 MBK CG RFP [legal name of applicant school district] .
NYSED Designated Contacts	Program: Sean Brown Fiscal: Monica Foley M/WBE: Brian Hackett MBKChallenge@nysed.gov (518) 408-1857

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Office of Diversity and Community Schools
89 Washington Avenue
Albany, NY 12234

Guidelines
For Submission of
My Brother's Keeper
Challenge Grant
Proposal

For the term of September 1, 2023 – August 31, 2027

My Brother's Keeper Challenge Grant

I. INTRODUCTION

The My Brother's Keeper Challenge Grant was initially established under an initiative of the Board of Regents to increase the academic achievement and college and career readiness of youth, particularly boys and young men of color. For the purposes of this RFP 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 Other Pacific Islander, or American Indian, or Alaska Native; or two or more. 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 and must match the race/ethnicity reported in the Basic Education Data System (BEDS).

II. PURPOSE

The purpose of the My Brother's Keeper Challenge Grant is to implement a coherent research-based strategy for students to enter school ready to learn, promote mastery in reading and writing by third grade, and implement a cohesive strategy to expose and instruct students in financial literacy.

Further, this short-term funding is intended to jumpstart initiatives at the district level.

Ultimately, the responsibility to fund effective programming is a local responsibility and there should be no expectation of long-term Challenge Grant funding. Through this Request for Proposals (RFP) process, the Department will fund grants to school district communities to address **one or more** of the following focus areas:

- **Focus Area 1:** Entering school ready to learn, as evidenced by a birth to age-three initiative that partners with parents and institutions to inform and support practices essential for early childhood growth and development, and the structures and mechanisms necessary for boys of color to access universal Pre-K.
- **Focus Area 2:** Reading at grade level by third grade as evidenced by increased growth in reading and students reading at or above grade level in 3rd grade and beyond and development or adaptation of an evidenced-based comprehensive literacy model that monitors and supports incremental reading progress
- **Focus Area 3:** Ensuring equitable access to high quality schools and programs. Students will receive a financial literacy education and will develop, and practice personal financial management skills intended to help them achieve and maintain a lifetime of financial well-being.

III. RATIONALE

New York State, through actions by the Board of Regents, the Governor and Legislature, has taken steps to become the first in the nation to adopt a statewide version of My Brother's Keeper, an initiative from former President Barack Obama to boost the educational futures of young minority men and boys. As part of the national initiative launched in February 2014, My Brother's Keeper seeks to close the

persistent achievement gap in educational achievement and opportunity between young minority men and boys and their peers. An overarching goal is to encourage and support young men in making good choices, become more resilient, overcome obstacles educational and community, and achieve their dreams in life thereby improving their communities and the state. As far back as 1975, the Board of Regents adopted educational policies which sought to alleviate the achievement gaps of Native American students (Position Paper #22). The principles included in those nine Regents' directives sit firmly as the foundation for many of the activities which are now ideally to be implemented for all boys and young men of color.

While there has been slight improvement in educational measures of academic skills, one of the consistent features of any type of analysis has been and continues to be the significant achievement gap between minority and non-minority students. The achievement gap refers to the observed, persistent disparity of educational measures between the performances of groups of students, especially groups defined by socioeconomic status, race/ethnicity, and gender. The approach in the My Brother's Keeper Challenge Grant is to engage, head on, specific factors that perpetuate the continuance of the achievement gap. These factors include lack of pre-school preparedness, lack of adequate early reading skills, continuing differences in graduation rates, continuing lower enrollment in AP, IB and college level courses in the high school, limited career exposure through internships and work experiences, and an overutilization of suspension and disciplinary measures. It is hoped that significant actions on these concrete factors will result finally in a closing of the persistent achievement gap for boys and young men of color in New York State.

IV. MBKCG OBJECTIVES AND FOCUS AREAS

Through this Request for Proposals (RFP) process, the eligible school districts must submit concrete plans to address **one or more** of the following focus areas:

Focus Area 1: Districts will implement or grow an existing early learning initiative for ages birth to three-years-old that is developmental, research-based, includes cross-municipal agencies, and has demonstrated positive outcomes, with a level of fidelity that will make them exemplary, with the goal of entering Kindergarten ready to learn. The strategy should align with the New York State Learning Standards for prekindergarten and connect with the developmentally appropriate kindergarten and early elementary curricula. ([New York State Early Learning Standards](#))

Focus Area 2: Reading at grade level by third grade as evidenced by increased growth in reading and students reading at or above grade level in 3rd grade and beyond. For purposes of this funding opportunity reading at or above grade level is defined as a student placing at third grade or above on a teacher administered, digitally administered, or statewide based reading assessment. The applicant **MUST INCLUDE** a description of the research-based district-wide approach to teaching reading that is inclusive of at least three reading assessments administered by the school/district throughout the year that specifically show a student's reading performance/grade level and can provide outcome reports to the teacher, parent, and the student. Additionally, the reading initiative/program must include an online support/supplemental component for students, teachers, and parents to access. Exposing all students to grade-level texts that contain ideas and language that are at a suitable level of complexity is critical to preparing students for college and careers.

Focus Area 3: Ensuring equitable access to high quality schools and programs. Students will be introduced to ways financial literacy and financial management skills can help them achieve financial stability. They will receive a financial education that will lead to a lifetime of financial well-being. Students will examine ways to apply personal organizational and decision-making skills to financial and consumer choices, as they develop and apply these practices in their homes, workplaces, and communities. Current issues related to consumer rights, the uses of technology in money management, and the impact of national and global economics on personal financial plans will be introduced and examined as they apply to students and families within MBK communities.

The [National Standards for Personal Financial Education](#), [New York State Career and Financial Management Curriculum Framework](#) and the [New York State Middle-Level Career and Technical Education module focused on Financial and Consumer Literacy](#) may serve as frameworks for the delivery of content to students. Additional academic standards may also be addressed.

The National Standards for Personal Financial Education are organized around six topics:

- I. Earning Income
- II. Spending
- III. Saving
- IV. Investing
- V. Managing Credit
- VI. Managing Risk

Standards and learning outcomes encourage critical thinking and represent ways students can demonstrate mastery of standards, including comprehension of the content as well as application to financial decision making. Topics need not be addressed in a particular order in a resource, program, or course. Because many content delivery systems can be effective to teach each concept and the ideal method may differ based on the student audience, flexibility and innovation are encouraged in materials, teaching methods, and lesson plans.

Knowledge and decision-making skills are organized by grade level, which is reflected in both the [National Standards for Personal Financial Education](#) and in the [New York State Career Development and Occupational Studies \(CDOS\) Learning Standards](#). Emphasis is placed on the cumulative result of learning that students should acquire by the time they transition from the primary, middle level and high school grades. Content should focus on concepts and principles over specific products, laws, and regulations, which are subject to continual change.

V. INSTITUTIONAL ELIGIBILITY

New York State public school districts which meet the following criteria may submit individual applications:

- BEDS Day Economically Disadvantaged % Enrolled > 54
- BEDS Day English Language Learner (ELL) % Enrolled > 0.9
- and a 2015 Cohort (2019 graduating class) by August of 4th year % graduated < 76

OR

- BEDS Day Economically Disadvantaged % Enrolled > 59
- and a 2015 Cohort (2019 graduating class) by August of 4th year % graduated < 76

OR

- BEDS Day English Language Learner (ELL) % Enrolled >2.9
- and a 2015 Cohort (2019 graduating class) by August of 4th year % graduated < 76

VI. NYSED'S RESERVATION OF RIGHTS

NYSED reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it may become available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Waive any requirements that are not material;
11. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
12. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
13. Utilize any and all ideas submitted in the proposals received;
14. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening;
15. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation;
16. Request best and final offers.
17. Suspend funding of any grantee who fails to accurately complete and timely submit all required mid-term and final reports.
18. Suspend funding to any grantee that fails to carry out the priorities and requirements of MBKCG as identified in this RFP and subsequent contract.

Entities' Responsibility

Projects must operate under the jurisdiction of the local board of education, or other appropriate governing body, and are subject to at least the same degree of accountability as all other expenditures of the local agency. The local board of education, or other appropriate governing body, is responsible for the proper disbursement of, and accounting for, project funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations and inventory control must be followed. Supporting or source documents are required for all grant-related transactions entered into the local agency's recordkeeping systems. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time and effort records, delivery receipts, vendor invoices, travel documentation and payment documents.

Supporting documentation for grants and grant contracts must be kept for at least six years after the last payment was made unless otherwise specified by program requirements. Additionally, audit or litigation will “freeze the clock” for records retention purposes until the issue is resolved. All records and documentation must be available for inspection by State Education Department officials or their representatives.

For additional information about grants, please refer to the [Fiscal Guidelines for Federal and State Aided Grants](#)

VII. PROJECT EXPECTATIONS

This initiative is an extension of the [New York State Education Department My Brother's Keeper Guidance Document: Emerging Practices for Schools and Communities](#), which provides an overview of the outcome trends among boys of color in K-12 school environments, and a research review of the most prevalent strategies currently being implemented in schools and communities across the country. Each applicant should read the guidance document prior to submitting a proposal to ensure alignment to the goals of the MBKCG.

The goal of success for the MBKCG is to remove the conditions and circumstances that hinder boys and young men of color in school and, therefore, life. By concentrating on the identified focus areas and identifying the strategies and outcomes that each district expects to attain, the expectation is that measurable progress will be evidenced and begin to remove the barriers that limit growth and success for boys and young men of color.

All districts with funded projects that address Focus Area 1 are required to have at least a .5 FTE director reflected in the budget working exclusively on the birth to age-three initiative. NYSED considers the role of the director as pivotal to the implementation of a successful Challenge Grant Program (CG).

The director is responsible for providing leadership to the CG program and for the management of the contract and all related activities. These activities include but are not limited to on-site management of CG program activities; management of the budget; development, implementation and evaluation of programs and services; the hiring and supervision of staff; program representation on statewide communities and boards; coordination of partnerships; sustainability planning; data collection and reports required by NYSED; and public relations.

In addition to the specific indicators included in the description of the MBK Challenge Grant Focus Areas, for the purposes of data reporting and analysis, if local assessments are chosen, the district must provide data in a form and manner prescribed by the program office.

VIII. REQUIRED PROGRAM REPORTS

- A. Required Reports: Each district receiving an MBKCG grant will be required to report each student receiving MBK Challenge Grant services with the appropriate MBK Challenge Grant program service code (Code: 4005) and upload student records to the State Information Repository System (SIRS). Data are to be reviewed and certified by the school’s official each year of the grant. Data

are required by the [SIRS reporting timeline](#). 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 September 30th. A format and reporting schedule for the reports will be provided by the program office.

- B. The final program report is due by September 30th of the following program year. Grantees are required to provide NYSED with data, to include but not limited to the following areas: professional development, program activities, staff, and on the expenditures in operating the MBKCG. The form and manner of the report will be prescribed by NYSED's program office. The information contained in the NYS SIRS and final report will be used to ensure that the district is serving students and addressing the program Focus Area(s), and to monitor program performance in areas such as:
 - 1. An analysis of program operation in terms of the stated priorities and the extent to which the priorities were achieved.
 - 2. An itemization of the district's support of such program during the program year including the use of outside (Federal, State, and local) funds.
 - 3. Plans for program change, expansion, and development.
 - 4. The extent and nature of teachers, faculty, staff, students, and community involvement and participation in program planning and development.
- C. Late or inaccurate submissions of any budgetary forms and/or Programmatic reports may result in the suspension of funds.
- D. As indicated, the district's program reports, and NYS SIRS Reports will be reviewed upon receipt by the program office for accuracy and completeness. The district 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.

The New York State Education Department (NYSED) may suspend funding to any project that fails to provide required reports or carry out the priorities and requirements of the program office as identified in the RFP.

IX. ALLOWABLE EXPENDITURES

Approved expenditures are any expenses for which grant funds may be used, such as, but not limited to, program components, professional salaries, professional development, support services, materials and supplies, administrative support services, and transportation services as approved by the program office. Pursuant to §§ 1712, 2514, and 2555 of the Education Law, no parent and/or guardian of a child participating in a Challenge Grant program should be subjected to a fee/charge for the instructional program.

A. Use of Funds

- 1. Activities funded under a MBKCG 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 year that involve changes in the manner in which MBKCG funds are expended must have prior written approval from the program office and

may require approval by the Office of the State Comptroller. Expenses for activities not included in the approved budget will not be reimbursed by the State.

B. Allowable Expenses

Allowable costs include the following:

1. **Program administration:** including as allowable: professional and non-professional salaries, fringe benefits, staff travel, purchased services/consultant services, regional and statewide professional development; reimbursement for “release time” for school personnel engaged in program planning and implementation reported as a purchased service. Out of state travel requires prior approval by SED.
2. **Program activities:** including as deemed allowable: educational services, academic enrichment, tutoring and other support services, career related internships, professional development, program achievement/awards, project brochures/materials and promotional activities, expenses related to program attendance and administration of the MBKCG such as participant transportation, and evaluation materials and activities.
3. **Administrative and instructional supplies, materials, and durable goods:** including instructional or administrative computer software and computers, etc., which are used principally in the operation and administration of the project.
 - a. When durable goods (to include computer equipment) are purchased with CG funds, it is the responsibility of the district to ensure that the Equipment Inventory Form is completed and that a copy is submitted to the program office.
 - b. If a program closes, any durable goods purchased with CG funds must be released for transfer to another CG program so that the durable goods continue to support CG students.
 - c. The program office staff will assist district staff in arranging the transfer of such durable goods.

C. Non-Allowable Expenses

1. Funds may not be used for indirect costs.
2. Funds may not be used for construction or renovation of classrooms or office space.
3. Funds may not be used for equipment (items with a per-unit cost of \$5000 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 cost).
5. Funds cannot be used for items which previously had been assumed by the institution. The purpose of an MBKCG award is to supplement rather than supplant monies previously or presently allocated to MBKCG related activities.
6. MBKCG 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. MBKCG funds cannot be used to pay for the salary or stipend of the MBKCG Director’s Supervisor 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. MBKCG 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 percent 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 the program office for review. All FS-10-A forms must be submitted between September 1st and July 31st of any funding year. Funds should not be expended until the budget amendment has been approved in writing. If the amount of the modification is equal to or greater than 10 percent of the total value of the contract, the modification will require the prior approval of the Office of the State Comptroller.
2. Funds up to 10 percent of line categories may be transferred between approved line categories without prior written approval. However, the program office must be informed in writing of all amendments made to an approved budget within 30 days of each occurrence, but no later than July 31st of the program year.

E. Institutional Funds

1. Matching Funds: A minimum 15 percent match of the approved MBKCG grant is required. The matching requirement may be met through the district's own resources, private sources, other governmental sources, and/or in-kind services. Other State funds may be used in this match except for state grant funds awarded by the Office of Higher Education (Office of Postsecondary Access, Support and Success) or the Office of P-12 Education (Office of Student Support Services) for the purposes of addressing the educational needs of special or at-risk populations. There should be no comingling of funds or supplanting of efforts through the receipt and use of the MBK Challenge Grant award. All matching contributions must be used for activities related exclusively to the MBKCG project, and institutional accounts must be structured to reflect this contribution by the appropriate line item.
2. Program Support: The district must provide sufficient space and other resources for the effective operation of the project activities.
3. Institutional Obligation: Districts approved for funding will have an obligation to honor the district amount committed in support of the program in each budget category. This obligation will be reflected in the approved budget agreed to by the State Education Department and the institution. The budget may be amended during the year following the procedures stated in Budget: D. Transfer of Funds.

X. PROPOSED BUDGET

The use of MBKCG funds may be used to supplement **but never supplant instructional models** and activities that are required or are typically part of a rigorous educational plan or high functioning school system.

Applicants must submit an FS-10 budget and budget narrative with this application, for the initial 12-month project period of **September 1, 2023 – August 31, 2024**. The 12-month budget will be reviewed, scored, and approved annually. Thereafter, the final submission of an FS-10 and budget narrative for the upcoming school year will be due no **later than July 31st**.

The applicant must complete the FS-10 Budget Form. Budgeted costs must be in compliance 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 [Grants Finance website](#). 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](#).

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

Initial payment in the amount of 25% of the annual budget will be payable upon approval of the form FS-10 Proposed Budget for a Federal or State Project.

To receive interim payments, the grantee will submit form FS-25 Request for Funds for A Federal or State Project. Requests for interim payments may only represent actual expenditures plus anticipated expenditures during the next month. Up to 90% of the total approved annual budget amount will be reimbursed through the interim payment process.

To receive final payment, the grantee will submit form FS-10F Final Expenditures for A Federal or State Project. Final payment shall be made upon a satisfactory statement of expenditures consistent with the approved budget and any budget amendments on a properly completed form (FS-10A). Final payments are also contingent upon submission of all required program reports.

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

XI. PROJECT SCHEDULE

Operation Dates: For year one, projects may begin as early as **September 1, 2023** but must be completed by **August 31, 2024**. Only expenses incurred between **September 1, 2023, and August 31, 2024** will be eligible for coverage with these state funds. **The subsequent years will be funded at the same level as was awarded for year one, subject to the continuation of the State Appropriation and successful performance of the district.**

XII. APPLICATION INSTRUCTIONS

Interested and eligible school districts must submit one original and 3 copies of the application for funding and one electronic copy via email to mbkchallenge@nysed.gov. Applications must be received by the Department **by 5:00 PM, May 31, 2023**. The file format should be in Microsoft Office or PDF. The subject line of the email should read as follows: **2023-2027 MBKCG RFP and the legal name of applicant school district**.

The original must be clearly identified and signed, preferably in blue ink. An application for funding requires the original signature of the District Superintendent (or designee) and the original signature of the principal(s) of the building(s) where the initiatives will take place on the Statement of Assurances (Attachment III). For NYCDOE applicants, an application for funding requires the original signatures of the Chancellor (or designee) in addition to the abovementioned District Superintendent's signature.

Applications for funding must be postmarked on or before May 31, 2023 to:

New York State Education Department
Office of Access, Equity, and Community Engagement Services
MBK Challenge Grant
89 Washington Avenue, EBA 960
Albany, NY 12234

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 **May 31, 2023** or earlier. Private metered postmarks **will not** be accepted as proof of meeting the required deadline. Hand delivered applications must be received at the MBKCG-SED office by 5:00 p.m. on or before **May 31, 2023**. The electronic copy of the full application must also be submitted to mbkchallenge@nysed.gov by 5:00pm on **May 31, 2023**.

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

- A. Application Checklist - Attachment I
- B. Application Cover Page with Original Signature of the District Superintendent (or designee) and for NYCDOE applicants, the Chancellor (or designee) - Attachment II
- C. Statement of Assurances with Original Signature of the District Superintendent (or designee) and the School Principal(s) and for NYCDOE applicants, the Chancellor (or designee) - Attachment III
- D. Need Based Calculation Table - Attachment IV (not included in the 15-page limit)
- E. Payee Information Form (if necessary)
- F. Proposal Narrative (including Attachment V Focus Areas Chart)
- G. Budget Narrative
- H. MBK Composite Proposed Budget - Attachment VI
- I. FS-10 Budget - Attachment VII
- J. M/WBE Documents Package (original signatures required) - Attachment VIII

XIII. NARRATIVE FORMAT

The proposal narrative should describe the 2023-2024 proposed activities in full detail, including the overall goals, planning, implementation, and evaluation of all proposed activities. **It may not be more than 15 double-spaced pages in 12-point font, Times New Roman font**, and all information requested in this section (excluding 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 should appear in the top right corner of each page. A specific format is required for the information requested in the Focus Areas Chart, Attachment V. This information should be provided on Attachment V and be included in the 15-page limit. Single-spacing may be used on Attachment V provided that the typeface or font is at least 12-point size. Failure to adhere to these guidelines or to include required information will result in an unfavorable review. The narrative will be reviewed in accordance with the following points and according to the Proposal Narrative Rubric.

A. Application Cover Page

B. Executive Summary (1-page max)

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

C. Organizational Background: (max 6 points)

This section should include:

1. An overview and brief description of the applicant school district. Provide a description of the district's community and the needs of the target population. Cite factors that place students at-risk of educational failure in the communities to be served (e.g., poverty rates, percentage of

English Language Learners (ELL) students and adults, chronic absenteeism and dropout rates, teen pregnancy rates, education levels and employment rates of adults in the community).

2. A description of the enterprise for improving outcomes for the target population.

3. A description of the internal structure of the MBKCG project, including the staff positions that have coordinating responsibilities for the major components of the program (e.g., administration, teaching, counseling, tutoring, evaluating, budgeting, reporting).

D. Partnerships and Collaboration (max. 16 points)

1. Clearly describe the roles of partners, including:

- a. specific responsibilities of designated partner staff.
- b. supervision, evaluation, and support for partner staff, and plans for ongoing communication with partners.

2. Describe how program staff will collaborate with school day teachers and disseminate information about program offerings and goals.

3. Describe how professional learning and training opportunities will be shared between partner organizations.

E. Program Elements: (max. 30 points)

1. Identify the Focus Area(s) that are being applied for and clearly describe the plan to achieve the intended outcomes. Explain how this initiative will provide support to the identified families / students.

2. Complete Attachment V: Focus Areas Chart. Provide concrete details for the Focus Area(s) applying for.

3. Describe the research-based approach to the selected Focus Area(s).

4. Describe the district's strategy to implement the necessary support and enrichment where needed.

5. Describe the district's strategy to implement regular evaluation of the program Focus Area(s).

6. Outline the plans to incorporate cultural competency practices into activity offerings and the overall program environment and detail the activities to support ongoing family engagement.

F. Program Administration: (max. 18 points)

1. Include an organizational chart of key MBKCG staff which includes the leadership structure of the district and of each building where the initiatives will take place, outlining:

- a. identified roles (must designate a program director, program coordinator and data coordinator). Districts choosing Focus Area 1 are required to have at least a .5 FTE director reflected in the budget working exclusively on the birth to age-three initiative.
- b. percentage of time staff will be dedicated to the project
- c. credentials and backgrounds

2. Provide the roles that the principals, community partners, district administrators, and executive superintendents will play in this initiative.
3. Provide a plan to ensure the activities that are undertaken with Challenge Grant funds are coordinated with other MBK Grants, including the Family and Community Engagement Grants, the Fellows Grants, and the Teacher Opportunity Corp II Grants (where applicable).
4. Provide a training schedule for direct service staff (certified and noncertified).

G. Budget and Budget Narrative (max. 20 points)

1. Indicate the proposed expenditures for the project using Attachment VI: **MBK Composite Proposed Budget**. Applicants must provide complete information and indicate all proposed expenditures from MBKCG, school, district, and other matching funds. The budget must be consistent with the scope of services, reasonable, cost effective, and the staffing pattern is appropriate for the services to be offered.
2. Budget narrative expenditures description (including descriptions of school, district, and other source contributions) must follow the general format of Attachment VI: **MBK Composite Proposed Budget** using the same sequence of categories and code numbers. The budget justifications must be clear and appropriate.
3. Each salaried position is identified by title, anticipated salary amount, and the time contribution to the MBKCG Project. Indicate the per diem or hourly rate for each consultant identified under the Purchased Services Category. Provide the unit rate or estimate for all services or items.
4. The budget and budget narrative must demonstrate how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided.

H. Need Based Calculation (max. 10 points)

All applicants must use the form provided in Attachment IV. Scores from each of the following categories will be added together to determine the need-based score.

APPLICATION EVALUATION RUBRIC
My Brother's Keeper Challenge Grant (CG)
2023-2027 Funding Application
Evaluation Rubric

Name of Applicant Agency: Click or tap here to enter text.			
Geographical Region (NYC or ROS): Choose an item.			
Regents Region Choose an item.			
Focus Area(s) (check all that applies):			
<input type="checkbox"/> 1. Getting a Healthy Start and Entering School Ready to Learn <input type="checkbox"/> 2. Reading at Grade Level by Third Grade <input type="checkbox"/> 3. Ensuring Equitable Access to High Quality Schools and Programs			
Reviewer's Initials: Click or tap here to enter text.	Date Review Completed: Click or tap to enter a date.	Funding Requested: Click or tap here to enter text.	Score: Click or tap here to enter text.

Evaluation Process:

Reviewers are asked to evaluate each technical component as listed in the Evaluation Rubric on a scale provided for each component. Reviewers will review applications independently and keep applications and scores confidential. Reviewer comments are required to support the score given in each section.

The final average application score must be 60 points or more for an application to be considered for funding. Failure to meet this requirement will disqualify a proposal from further consideration.

Rating Guidelines:

Excellent	Specific and comprehensive. Complete, detailed and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed ideas.
Good	General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.
Fair	Sketchy and non-specific. Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail.
Poor Information	Fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.
Not Found (NF)	Does not address the criteria or simply restates the criteria.

A. Application Cover Page (0 points)

B. Executive Summary 1 page max (0 points)

The proposal summarizes the proposal’s purpose, scope, outcomes, and methodology used.

C. Organizational Background (max 6 points)

C. Organizational Background (max 6 points):	2 Excellent	1.5 Good	1 Fair	.5 Poor	0 N/F
1. The applicant provides an overview and brief description of the applicant school district. Provides a description of the district’s community and the needs of the target population. Cites factors that place students at-risk of educational failure in the communities to be served, (e.g., poverty rates, percentage of English Language Learners (ELL) students and adults, chronic absenteeism and dropout rates, teen pregnancy rates, education levels and employment rates of adults in the community).	2	1.5	1	.5	0
2. The applicant describes the enterprise for improving outcomes for the target population.	2	1.5	1	.5	0
3. The applicant describes the internal structure of the MBKCG project, including the staff positions that have coordinating responsibilities for the major components of the program (e.g., administration, teaching, counseling, tutoring, evaluating, budgeting, reporting)	2	1.5	1	.5	0
Comments: Click or tap here to enter text.					
Score: Click or tap here to enter text.					

D. Partnerships and Collaboration (max 16 points):	4 Excellent	3 Good	2 Fair	1 Poor	0 N/F
1. The applicant clearly describes the roles of partners, including: a. specific responsibilities of designated partner staff.	4	3	2	1	0
b. supervision, evaluation and supports for partner staff, and plans for ongoing communication with partners.	4	3	2	1	0
2. The applicant describes how program staff will collaborate with district staff and disseminate information about program offerings and goals.	4	3	2	1	0
3. The applicant describes how professional learning and training opportunities will be shared between partner organizations.	4	3	2	1	0
Comments: Click or tap here to enter text.					
Score: Click or tap here to enter text.					

E. PROGRAM ELEMENTS FOCUS AREA(S): Check the box of the Focus Area(s) the applicant is applying for in this section:					
<input type="checkbox"/> 1. Getting a Healthy Start and Entering School Ready to Learn <input type="checkbox"/> 2. Reading at Grade Level by Third Grade <input type="checkbox"/> 3. Ensuring Equitable Access to High Quality Schools and Programs					
E. PROGRAM ELEMENTS – (max. 30 points)	5 Excellent	4 Good	3 Fair	2 Poor	0 N/F
1. The applicant provides the Focus Area(s) applying for and clearly describes the plan to achieve the intended outcomes. The applicant explains how this initiative will provide support to the identified families / students.	5	4	3	2	0
2. Attachment V: The Focus Areas Chart is fully complete and provides concrete plans addressing the Focus Area(s) applying for.	5	4	3	2	0
3. The applicant describes the research-based approach to the Focus Area(s).	5	4	3	2	0

4. The applicant describes the district's strategy to implement the necessary support and enrichment where needed.	5	4	3	2	0
5. The applicant describes the district's strategy to implement regular evaluation of the program Focus Area(s).	5	4	3	2	0
6. The applicant outlines the plans to incorporate cultural competency practices into activity offerings and overall program environment and the applicant details the activities to support ongoing family engagement.	5	4	3	2	0
Comments: Click or tap here to enter text.					
Score: Click or tap here to enter text.					

F. Program Administration: (max. 18 points)	3 Excellent	2.25 Good	1.5 Fair	.75 Poor	0 N/F
1. The applicant includes an organizational chart of key MBKCG staff which includes the leadership structure of the district and of each building where the initiatives will take place, outlining: a. the identified roles (must designate a program director, program coordinator and data coordinator); if the district selected Focus Area 1, did they reflect at least a .5 FTE director working <u>exclusively</u> on the birth to age-three initiative.	3	2.25	1.5	.75	0
b. percentage of time staff will be dedicated to the project;	3	2.25	1.5	.75	0
c. credentials and backgrounds.	3	2.25	1.5	.75	0
2. The applicant provides the roles that the principals, community partners, district administrators, and executive superintendents will play in this initiative.	3	2.25	1.5	.75	0
3. The applicant provides a plan to ensure activities that are undertaken with Challenge Grant funds are coordinated with other MBK Grants, including both the Family and	3	2.25	1.5	.75	0

Community Engagement, Fellows Grants, and the Teacher Opportunity Corp II Grants (where applicable).					
4. The applicant provides a training schedule for direct service staff (certified and noncertified).	3	2.25	1.5	.75	0
Comments: Click or tap here to enter text.					
Score: Click or tap here to enter text.					

G. Budget/Budget Narrative (max 20 points)	5 Excellent	3.75 Good	2.5 Fair	1.25 Poor	0 N/F
1. The applicant indicates the proposed expenditures for the project using Attachment VI: MBK Composite Proposed Budget. The applicant provides complete information and indicates all proposed expenditures from MBKCG, school, district, and other matching funds. The budget is consistent with the scope of services, reasonable, cost effective, and the staffing pattern is appropriate for the services to be offered.	5	3.75	2.5	1.25	0
2. The budget narrative expenditures description (including descriptions of school, district, and other source contributions) must follow the general format of Attachment VI: MBK Composite Proposed Budget using the same sequence of categories and code numbers. The budget justifications are clear and appropriate.	5	3.75	2.5	1.25	0
3. Each salaried position is identified by title, anticipated salary amount, and the time contribution to the MBKCG Project. The applicant indicates the per diem or hourly rate for each consultant identified under the Purchased Services Category. The unit rate or estimate for all services or items is provided.	5	3.75	2.5	1.25	0
4. The budget and budget narrative demonstrate how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided.	5	3.75	2.5	1.25	0
Comments: Click or tap here to enter text.					

Score: Click or tap here to enter text.

Need Based Score Calculations

BEDS Day Economically Disadvantaged %	
Threshold	Points
<u>≤</u> 54%	0
55-58%	.5
59-62%	1.0
63-66%	1.5
67-71%	2.0
72-75%	2.5
76-79%	3.0
80-83%	3.5
84-87%	4.0
88-91%	4.5
92-100%	5.0

BEDS Day English Language Learners (ELL) %	
Threshold	Points
0%	0
1-9%	.5
10-19%	1.0
20-29%	1.5
30-39%	2.0
<u>≥</u> 40%	2.5

District 2019 Graduation Rate % by August 4th	
Threshold	Points
73-75%	.5
69-72%	1.0
65-68%	1.5
61-64%	2.0
<u>≤</u> 60%	2.5

Score: _____ (max. 10 points)

Scoring

Category	Score
A. Application Cover Page: (0 points)	Click or tap here to enter text.
B. Executive Summary: (0 points)	Click or tap here to enter text.
C. Organizational Background: (max 6 points)	Click or tap here to enter text.
D. Partnerships and Collaboration: (max. 16 points)	Click or tap here to enter text.
E. Program Elements: (max. 30 points)	Click or tap here to enter text.
F. Program Administration: (max. 18 points)	Click or tap here to enter text.
G. Budget and Budget Narrative: (max. 20 points)	Click or tap here to enter text.
Need Based Score: (max 10 points)	Click or tap here to enter text.
Total Score:	Click or tap here to enter text.

XIV. PROPOSAL REVIEW

The proposals will be ranked in order of final average score from highest to lowest, with a maximum possible score of 100 points: 80 points for the Narrative Application and 20 points for the Budget/Budget Narrative. Scores are recorded to two decimal places.

Application scores will be determined by a minimum of two reviewers. Each reviewer will score the application according to the indicated point criteria in the Proposal Narrative and the Budget using the Application Evaluation Rubric.

- a. If, however, the two reviewer's scores for the application show a discrepancy of more than 15 points, the application will be scored by a third reviewer. The two scores closest in numeric value will be averaged to calculate the final average score of the application. If the third reviewer's score is equal to the average of the two original scores, the third reviewer's score will become the final score.
- b. The final average application score must be 60 points or more for an application to be considered for funding. Failure to meet this requirement will disqualify a proposal from further consideration.
- c. In the event of a tie score, the tiebreaker will be the highest score in section E. Program Elements of the scoring rubric of the Narrative Application.
- d. If the scores remain tied after this step, a second tiebreaker will be the highest score on the Need Based score section of the scoring rubric in Attachment IV of the application.

Method of Determining Award

Awards will be determined as follows:

Applications will be divided into two geographic areas:

1. New York City (NYC)
2. Rest of the State (ROS)

NYC

- 1) Up to \$2,000,000 will be allocated for annual awards to New York City Districts.
- 2) The initial round of grant awards for New York City will be awarded based on a ranking of all New York City applications by final total score.
- 3) If there are funds remaining that will not fully support funding the next highest New York City application, that applicant may be given the opportunity to receive a partial award. If an eligible applicant chooses not to accept a partial award, they will be moved to the statewide ranking.
- 4) If the entire \$2,000,000 is awarded, all remaining eligible New York City applications will be added to the statewide ranking and will be eligible for funding after the initial round of applications are awarded.

- 5) If there are not enough eligible applications from New York City to allocate the entire \$2,000,000, the remaining funds will be transferred to the statewide pool for distribution to statewide applicants.

ROS

- 1) The initial round of grant awards in the Rest of State (ROS) will be distributed on a regional basis. New York State is divided into ten [Regents Higher Education Regions](#).
- 2) The highest-ranking applicant in each Region in the ROS with a passing score will be funded at the amount of their request, pending modification of the budget if it includes unallowable expenses. The remaining funds will be pooled with any remaining NYC funds into a single statewide sum.
- 3) After the initial round of regional ROS awards are determined, all remaining eligible ROS applications will be combined with any remaining NYC eligible applications and ranked statewide by final total score. Starting with the highest-ranked application, awards will be granted until all remaining funds are exhausted. This process should result in at least one program per Region and should also support those meritorious applications competing on a statewide basis.
- 4) If there are funds remaining that will not fully support funding the next highest application in the statewide ranking, that applicant will be given the opportunity to receive a partial award. If an eligible applicant chooses not to accept the partial award, the next eligible applicant will be contacted.

Debriefing Procedures

All unsuccessful applicants may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED. Bidders may request a debriefing letter on the selection process regarding this RFP by submitting a written email request to the Fiscal Contact person at: MBKChallenge@nysed.gov .

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

Award Protest Procedures

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with MBKChallenge@nysed.gov .

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within ten (10) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

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

XV. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION GOALS PURSUANT TO ARTICLE 15-A OF THE NEW YORK STATE EXECUTIVE LAW

The following M/WBE requirements apply when an applicant submits an application for grant funding that exceeds \$25,000 for the full grant period.

All forms referenced here can be found in the M/WBE Documents section at the end of this RFP.

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

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

- A. direct personal services (i.e., professional and support staff salaries) and fringe benefits; and
- B. 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 to submit the necessary documents and respond satisfactorily to any follow-up questions from the Department. Failure to do so may result in loss of funding.

METHODS TO COMPLY

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

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

COMPLETE FORMS:

M/WBE Goal Calculation Worksheet

M/WBE Cover Letter
M/WBE 100 Utilization Plan
M/WBE 102 Notice of Intent to Participate
EEO 100 Staffing Plan

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

COMPLETE FORMS:

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

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

COMPLETE FORMS:

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

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 (see [NYS M/WBE Directory](#)) 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.

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

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

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

XVI. WORKERS' COMPENSATION COVERAGE AND DEBARMENT

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

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

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

PROOF OF COVERAGE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

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

Proof of Disability Benefits Coverage

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

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

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

XVII. PUBLICITY

All materials developed in whole or in part with the support of MBKCG 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. Accessibility of Web-Based Information and Applications

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

ATTACHMENT I

Application Checklist

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

<i>Required Documents</i>	<i>Checked-Applicant</i>	<i>Checked –SED</i>	
Application Checklist (Attachment I)	<input type="checkbox"/>	<input type="checkbox"/>	
Application Cover Page with Original Signature of the District Superintendent (or designee) and for NYCDOE applicants, the Chancellor (or designee) (Attachment II)	<input type="checkbox"/>	<input type="checkbox"/>	
Statement of Assurances with Original Signature of the District Superintendent (or designee) and the School Principal(s), and for NYCDOE applicants, the Chancellor (or designee) (Attachment III)	<input type="checkbox"/>	<input type="checkbox"/>	
Need Based Calculation Table (Attachment IV)	<input type="checkbox"/>	<input type="checkbox"/>	
Proposal Narrative (15-page maximum)	<input type="checkbox"/>	<input type="checkbox"/>	
Focus Areas Chart (Attachment V, included in the 15-page limit)	<input type="checkbox"/>	<input type="checkbox"/>	
MBK Composite Proposed Budget (Attachment VI)	<input type="checkbox"/>	<input type="checkbox"/>	
Proposed Budget Form FS-10 (Attachment VII)	<input type="checkbox"/>	<input type="checkbox"/>	
Budget Narrative (3-page maximum)	<input type="checkbox"/>	<input type="checkbox"/>	
Payee Information Form (if applicable) http://www.oms.nysed.gov/cafe/forms/PIform.pdf	<input type="checkbox"/>	<input type="checkbox"/>	
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"/>
SED Comments:			
Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SED Reviewer: _____ Date: _____			

Attachment II

**Application Cover Page
My Brother's Keeper Challenge Grant**

<i>Complete all parts of this form and include it as part of the application.</i>	
Name of Applicant Agency: Click or tap here to enter text.	Geographical Region (NYC or ROS): Choose an item.
Address: Click or tap here to enter text.	Regents Region: Choose an item.
Zip Code: Click or tap here to enter text.	City: Click or tap here to enter text.
Click the box for each Focus Area(s) applying for: <input type="checkbox"/> Focus Area 1: Getting a Healthy Start and Entering School Ready to Learn <input type="checkbox"/> Focus Area 2: Reading at Grade Level by Third Grade <input type="checkbox"/> Focus Area 3: Ensuring Equitable Access to High Quality Schools and Programs	County: Click or tap here to enter text.
Requested Annual Dollar Amount Allocation: Click or tap here to enter text.	SED Code #: Click or tap here to enter text.
	Judicial District/Members Name: Choose an item.
First /Last Name and Title of Primary Contact Person: Click or tap here to enter text.	Telephone: Click or tap here to enter text.
	Fax: Click or tap here to enter text.
	E-Mail: Click or tap here to enter text.
Proposed building name(s) and address(es) where the specific initiative will take place.: Click or tap here to enter text.	
I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, Appendix A-1G and the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.	
Original Signature of the District Superintendent (or designee) (in blue ink)	Typed Name of the District Superintendent: Click or tap here to enter text.
Date: Click or tap to enter a date.	Area Code & Phone#: Click or tap here to enter text.
E-mail address: Click or tap here to enter text.	

New York City Department of Education ONLY Required Signature:

Chancellor (or designee): [Click or tap here to enter text.](#)

Signature: _____

ATTACHMENT III

(MBKCG)
STATEMENT OF ASSURANCES

District Name: [Click or tap here to enter text.](#)

Program: [Click or tap here to enter text..](#)

1. The recipient will, if funded, operate a My Brother’s Keeper Challenge Grant (MBKCG) program 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 MBKCG program.
5. All materials developed in whole or in part with the support of MBKCG 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 Challenge Grant 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 [Click or tap to enter a date.](#)
 (District Superintendent)

Print name and title [Click or tap here to enter text.](#)

*Original signature of District Superintendent (or designee) is required.

School Principal: [Click or tap here to enter text.](#)

Signature: _____

Add additional principal signatures as needed

School Principal: [Click or tap here to enter text.](#)

Signature: _____

School Principal: [Click or tap here to enter text.](#)

Signature: _____

School Principal: [Click or tap here to enter text.](#)

Signature: _____

New York City Department of Education ONLY

Chancellor 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.

Chancellor: [Click or tap here to enter text.](#)

*Signature: _____

*Original signature of Chancellor (or designee) is required.

ATTACHMENT IV

Need Based Calculation Table Need/Resource Capacity Index and Needs Resource Index for priority points. (Max 10 points)

CATEGORY	% OF DISTRICT ENROLLMENT 2019-2020
1.BEDS DAY ELL % ENROLLED	Click or tap here to enter text.
2. BEDS DAY ECONOMICALLY DISADVANTAGED % ENROLLED	Click or tap here to enter text.
3. 2015 COHORT (2019 GRADUATING CLASS) BY AUGUST OF 4TH YEAR % GRADUATED	Click or tap here to enter text.

ATTACHMENT V

Instructions for the Focus Areas Chart

1. Make as many copies of the chart as needed. An example of the chart is listed below.
2. Select one or more of the three identified MBKCG focus areas from the sheet below. Complete one sheet for each focus area.
3. Provide the information requested in each column of the chart matrix.
4. Definitions:
 - **Strategies:** Describe the process or method MBKCG project will use to achieve the MBKCG focus area indicated on the form (how).
 - **Activities/Services:** Indicate what MBKCG project will do to accomplish the MBKCG focus area indicated on the form (action/work).
 - **Staff Responsible:** Indicate the staff members who will be responsible and their duties. Use the title(s) for individuals listed.
 - **Timeframe:** Indicate the timeframe(s) for each item listed.
 - **Outcome Measure:** Identify the instrument being used to measure the anticipated outcomes and specific outcomes you are seeking.
 - **Evaluation:** Describe the evaluation process for each strategy achieved by this initiative

MBKCG Focus Area 3 Equitable Access to High Quality Schools and Programs (Financial Literacy)

Strategies	Activities/Services	Staff Responsible	Timeframe	Outcome Measure	Evaluation
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ATTACHMENT VI

MBK COMPOSITE PROPOSED BUDGET

Line No.	Expenditure Category	Code	MBKCG (1)	District (2)	Other Sources (3)	TOTAL (4)
1	Salaries for Professional Personnel	15	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Salaries for Non-Professional Personnel	16	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	a. Clerical/Secretarial					
	b. Student Assistants					
	c. Other					
3	Purchased Services	40	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4	Supplies & Materials	45	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	a. Instructional					
	b. Other					
5	Travel Expenses	46	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	a. Student/Programmatic					
	b. Staff/Administrative					
6	Employee Benefits	80	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	a. Professional__%					
	b. Clerical/Secretarial %					

	c. Student Assistants %					
	d. Other__%					
7	SUBTOTAL of Lines 1-6		Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
8	Indirect Cost	90	XXXXXXXXXX	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
9	Equipment	20	XXXXXXXXXX	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
10	GRAND TOTAL (Lines 7 - 9)		Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ROUND CENTS TO THE NEAREST DOLLAR.

The minimum 15% Matching Funds must be reported in Columns 2 and or 3.

ATTACHMENT VII

Budget Form (FS-10)

Applicants must submit a FS-10 budget with this application, for the initial project period of September 1, 2023-August 30, 2024.

The applicant must complete the FS-10 Budget Form. Budgeted costs must be in compliance 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 [Grants Finance website](#). 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](#).

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

ATTACHMENT VIII

M/WBE Goal Calculation Worksheet

(This form should reflect Year 1 budget totals)

Project Name:

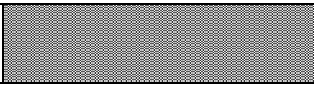
My Brother’s Keeper Challenge Grant (MBKCG) A New York State My Brothers’ Keeper Initiative

Applicant Name: _____

The M/WBE participation goal for this grant is 30% of each applicant’s total discretionary non-personal service budget for each year of the grant. Discretionary non-personal service budget is defined as the total annual 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.

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

	Budget Category	Amount budgeted for items excluded from M/WBE calculation	Totals
1.	Total Budget		Click or tap here to enter text.
2.	Professional Salaries	Click or tap here to enter text.	
3.	Support Staff Salaries	Click or tap here to enter text.	
4.	Fringe Benefits	Click or tap here to enter text.	
5.	Portion of Purchased Services used for Stipends, Student Tuition, and Supplemental Financial Assistance	Click or tap here to enter text.	
6.	Indirect Costs	Click or tap here to enter text.	
7.	Student Room and Board	Click or tap here to enter text.	
8.	Sum of lines 2, 3, 4, 5, 6 and 7		Click or tap here to enter text.
9.	Line 1 minus Line 8		Click or tap here to enter text.
10.	M/WBE Goal percentage (30%)		0.30

11.	Line 9 multiplied by Line 10 =MWBE goal amount		Click or tap here to enter text.
-----	--	--	----------------------------------

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

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

PROJECT NAME: _____

NAME OF APPLICANT: _____

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

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

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

By my signature on this Cover Letter, I certify that I am authorized to bind the Bidder's firm contractually.
Typed or Printed Name of Authorized Representative of the Firm <i>Click or tap here to enter text.</i>
Typed or Printed Title/Position of Authorized Representative of the Firm <i>Click or tap here to enter text.</i>
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 _____

RFP No.: _____

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

PREPARED BY (Signature) _____

DATE _____

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

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

TELEPHONE/E-MAIL _____

DATE _____

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 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 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)

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

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

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

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

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

Authorized Representative Signature **Date** **Print Name**

REQUEST FOR WAIVER FORM

BIDDER/APPLICANT NAME:

TELEPHONE:

ADDRESS:

EMAIL:

FEDERAL ID NO.:

CITY, STATE, ZIPCODE:

RFP#/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 RFP/Contract. Please see Page 2 for additional requirements and document submission instructions.

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

PREPARED BY (*Signature*): _____

DATE: _____

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

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

M/WBE 101

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

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

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

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: _____

Telephone: _____

Address: _____

Federal ID No.: _____

City, State, ZIP: _____

Project No: _____

Report includes:

Work force to be utilized on this contract OR

Applicant's total work force

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

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

PREPARED BY (Signature): _____
 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, mwbegrants@nysed.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.

Appendix A
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any

such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
[NYS M/WBE Directory](#)

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

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

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

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

(October 2019)

APPENDIX A-1 G

General

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

Terminations

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

Responsibility Provisions

- A. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility)

The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

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

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.

- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Rev. 5/12/14

Required Assurances and Certifications

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

Sexual Harassment Prevention Certification

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

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

ARTICLE I: DEFINITIONS

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

1. **Access:** The ability to view or otherwise obtain, but not copy or save, data arising from the on-site use of an information system or from a personal meeting.
2. **Breach:** The unauthorized Access, acquisition, use, or Disclosure of Personal Information that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor’s or Subcontractor’s security that leads to the accidental or unlawful destruction, loss, alteration, Access to or Disclosure of, Personal Information.
3. **Disclose or Disclosure:** The intentional or unintentional release, transfer, or communication of Personal Information by any means, including oral, written, or electronic.
4. **Personal Information:** Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person.
5. **Services:** Services provided by Contractor pursuant to this Contract with the New York State Education Department (“NYSED”) to which this DPA is attached and incorporated.
6. **Subcontractor:** Contractor’s non-employee agents, consultants, volunteers, including student interns, 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.

When providing Services pursuant to this Contract, Contractor may receive and/or have Access to Personal Information regulated by one or more New York and/or federal laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act at 20 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 Personal Information in accordance with applicable New York, federal and local laws, rules and regulations.

2. Data Privacy and Security.

- (a) Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Personal Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Personal Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Personal Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.
- (b) Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Personal Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules and regulations.
- (c) Upon NYSED's request, 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) Access to or Disclosure of Personal Information shall only be provided to Contractor's employees and Subcontractors who need to know the Personal Information to provide the Services and such Access and/or Disclosure of Personal Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Personal Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Personal Information; and (iii) as applicable, retrieve all Personal Information received or stored by such Subcontractor and/or ensure that such Personal Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Personal Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 5 of this DPA.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors who have a need to know the Personal Information, Contractor must not provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Personal Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this Contract and shall also be provided to the

Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.

- (f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Personal Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Personal Information is Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access to or Disclose the Personal Information.
- (g) Contractor shall ensure that all its employees and Subcontractors who will receive Personal Information will be trained on the federal and state laws governing confidentiality of such data prior to receipt.

4. Data Return and Destruction of Data.

- (a) Contractor is prohibited from retaining Disclosed Personal Information or continuing to Access Personal Information, including any copy, summary or extract of Personal Information, on any storage medium (including, without limitation, hard copies, and storage in secure data centers and/or cloud-based facilities) beyond the term of the this Contract unless such retention is expressly authorized by the this Contract, necessary for purpose of facilitating the transfer of Personal Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer Personal Information to NYSED in a format agreed to by the Parties.
- (b) When the purpose that necessitated Contractor's Access to and/or Disclosure of Personal Information has been completed or Contractor's authority to have Access to Personal Information and/or retain Disclosed Personal Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Personal Information are revoked, and (2) all Personal Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by

Contractor and/or its Subcontractors, including all Personal Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Hard copy media must be shredded or destroyed such that Personal Information cannot be read, or otherwise reconstructed, and electronic media must be securely cleared, purged, or destroyed such that the Personal Information cannot be retrieved, read, or reconstructed. When Personal Information is held in paper form, destruction of such Personal 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 (1) revocation of Access to Personal Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Personal Information held by the Contractor or Subcontractors, at the address for notifications set forth in this Contract.
- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will prohibit its Subcontractors from the same.

5. Breach.

- (a) Contractor shall promptly notify NYSED of any Breach of Personal Information, regardless of whether the Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provide to the office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234 and

must include a description of the Breach that identifies the date of the incident, the date of discovery, the types of Personal Information affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact.

- (b) Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its Subcontractors 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, regardless of whether Contractor or a Subcontractor suffered the Breach. Such notice shall be made using one of the methods prescribed by § 899-aa (5) of the New York General Business Law. If Contractor requires information from NYSED to perform such notifications, Contractor shall reimburse NYSED for the cost of assembling and providing such information to Contractor.

6. Termination.

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