

**MY BROTHER'S KEEPER CHALLENGE GRANT (MBKCG)
A New York State My Brother's Keeper Initiative**

2016-2019

ANNOUNCEMENT OF FUNDING OPPORTUNITY

- Legislative Authority: Chapter 53 of the laws of 2016. With the adoption of the 2016-2017 New York State budget, New York became the first state to accept the President's My Brother's Keeper challenge.
- Purpose/Goal: 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 cradle-to-college strategy aimed at improving the life outcomes for disadvantaged youth, particularly boys and young men of color. Through this Request for Proposals (RFP) process, the Department will fund grants to eligible school districts to address **two or more** of the following (except for districts whose award is \$30,000 or under who are required to pursue one of the following):
- o **Entering school ready to learn**, as evidenced by universal Pre-k access;
 - o **Reading at grade level by third grade**, as evidenced by a significant narrowing of the achievement gap for disadvantaged youth, particularly boys of color;
 - o **Graduating from high school ready for college and career**, as evidenced by a closing of graduation rate achievement gaps for disadvantaged youth, particularly young men of color;
 - o **Completing and access to postsecondary education or training**, as evidenced by an increase of disadvantaged youth, particularly young men of color completing Advanced Placement, International Baccalaureate, or college credit courses while in high school;
 - o **Entering the workforce successfully with middle skills jobs**, as evidenced by disadvantaged youth, particularly young men of color having work access to internship experiences while in high school; and
 - o **Reducing code of conduct violations and providing a second chance**, as evidenced by disadvantaged youth, particularly young men of color having a reduction in in school and out of school suspensions, and behavioral related referrals.
- Funding: The allocation for 2016-2017 is expected to be \$7,000,000. The project period will be from October 1 - August 31, subject to the continuation of the State appropriation. The funding of eligible individual school districts will be by formula. Districts will be required to submit a form outlining the activities in response to at least two of the six challenges and an approvable FS-10 budget and budget narrative; districts with awards under \$30,000 are only obligated to pursue one of the six challenges.

Program Start Date & Coverage of Expenditures:

The beginning date for grant activities is October 1, 2016 – August 31, 2017. Only expenses incurred during this period will be eligible for coverage with these state funds. **Please note that for applications received by the extended deadline of October 21, 2016, the program start date is November 15, 2016.**

Matching Requirements:

A minimum 15 percent (%) match of approved grant is required. The matching requirements may be met through the institution's own resources, private sources, other non-state government sources, and/or in-kind services.

Applicant Eligibility:

Eligible applicants are public school districts (charter schools are excluded) which have at least one identified Priority School as of July 1, 2016. Districts will be allocated funds on a per student basis, based upon the total number of students in Priority Schools within the district. Please see the attached allocation chart (Attachment X) for eligible districts.

Important Dates:

The proposal postmark date for the MY BROTHER'S KEEPER CHALLENGE GRANT (MBKCG) has been extended from 9/15/2016 until postmarked close of business 10/21/2016. All eligible applicants may submit completed applications for funds until postmarked close of business 10/21/2016. If an applicant has previously submitted an application and wishes to alter, amend, or substitute a different application, please note that the latest postmark date shall be the application reviewed for award. All applications must bear the original signature of the District Superintendent (or the NYC DoE Community School District Superintendent) or that of the Superintendent's authorized designee. If signed by a designee, you will be asked to provide a letter verifying the Superintendent's authorization of the individual to sign for them.

Q & A:

Questions regarding this grant must be e-mailed to kiap@nysed.gov by 10/12/16. A Q&A Summary will be posted at: <http://www.nysed.gov/NYSMBK> no later than 10/17/16.

Send applications to:

ATTN: MBK Challenge Grant
New York State Education Department
Office of Access, Equity, and Community Engagement Services
89 Washington Avenue, EBA 971
Albany, New York 12234

The State Education Department Contacts:

Program: kiap@nysed.gov

Fiscal: kiap@nysed.gov

**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 (MBKCG)
Proposals
For the Period 2016-2019**

THE UNIVERSITY OF THE STATE OF NEW YORK

Regents of The University

BETTY A. ROSA, <i>Chancellor</i> , B.A., M.S. in Ed., M.S. in Ed., M.Ed., Ed.D.	Bronx
T. ANDREW BROWN, <i>Vice Chancellor</i> , B.A., J.D.	Rochester
JAMES R. TALLON, JR., B.A., M.A.	Binghamton
ROGER TILLES, B.A., J.D.	Great Neck
LESTER W. YOUNG, JR., B.S., M.S., Ed.D.	Beechhurst
CHRISTINE D. CEA, B.A., M.A., Ph.D.	Staten Island
WADE S. NORWOOD, B.A.	Rochester
KATHLEEN M. CASHIN, B.S., M.S., Ed.D.	Brooklyn
JAMES E. COTTRELL, B.S., M.D.	New York
JOSEPHINE VICTORIA FINN, B.A., J.D.	Monticello
JUDITH CHIN, M.S. in Ed.	Little Neck
BEVERLY L. OUDERKIRK, B.S. in Ed., M.S. in Ed.	Morristown
CATHERINE COLLINS, R.N., N.P., B.S., M.S. in Ed., Ed.D.	Buffalo
JUDITH JOHNSON, B.A., M.A., C.A.S.	New Hempstead
NAN EILEEN MEAD, B.A.	Manhattan
ELIZABETH S. HAKANSON, A.S., M.S., C.A.S.	Syracuse
LUIS O. REYES, B.A., M.A., Ph.D.	New York

Commissioner of Education and President of The University

MARYELLEN ELIA

Senior Deputy Commissioner

JHONE EBERT

Executive Director

STANLEY S. HANSEN JR.

The State Education Department does not discriminate on the basis of age, color, religion, creed, disability, marital status, veteran status, national origin, race, gender, genetic predisposition or carrier status, or sexual orientation in its educational programs, services and activities. Portions of this publication can be made available in a variety of formats, including braille, large print or audio tape, upon request. Inquiries concerning this policy of nondiscrimination should be directed to the Department's Office for Diversity and Access, Room 530, Education Building, Albany, NY 12234.

TABLE OF CONTENTS

I. APPLICATION GUIDANCE 6

II. INTRODUCTION 6

III. PURPOSE..... 7

IV. RATIONALE 7

V. MISSION AND PRINCIPLES..... 8

VI. INSTITUTIONAL ELIGIBILITY 9

VIII. NYSED’S RESERVATION OF RIGHTS..... 10

X. PROJECT EXPECTATIONS 10

XII. FUNDING LIMITATIONS AND METHOD OF DETERMINING AWARD AMOUNTS 11

XIII. BUDGET..... 11

XIV. PROJECT SCHEDULE..... 13

XVI. APPLICATION INSTRUCTIONS 14

XVII. NARRATIVE FORMAT..... 14

XIX. PROPOSAL RATING, DEBRIEFING, AWARD PROTEST PROCEDURES..... 16

XX. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)..... 17

XXIII. CORRESPONDENCE..... 19

XXIII. PUBLICITY..... 19

ATTACHMENT I APPLICATION COVER PAGE 20

TOC-Attachment I Instructions for Completing Program Objectives, Strategies, Activities, Services and Performance Measures/Data Sources..... 21

ATTACHMENT II STATEMENT OF ASSURANCES..... 23

ATTACHMENT III PROPOSED BUDGET 24

ATTACHMENT V APPLICATION CHECKLIST..... 25

ATTACHMENT VI BUDGET FORM (FS-10) 26

ATTACHMENT VIII APPENDIX A..... 37

ATTACHMENT IX APPENDIX A-1 G 41

My Brother's Keeper Challenge Grant (MBKCG)
GUIDELINES
For the Submission of Grant Proposals
For Fiscal Year 2016-19

I. APPLICATION GUIDANCE

Please adhere to the following instructions or your application will **not** be considered for review.

Required Signature(s)

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

Number of Copies

Please submit **one original** of the full proposal, as well as one electronic copy of the complete application on CD or flash drive, postmarked by 10/21/16.

Q & A Questions regarding this grant must be e-mailed to kiap@nysed.gov by 10/12/16.

A Question and Answers Summary will be posted at:

<http://www.nysed.gov/NYSMBK> no later than 10/17/16.

Checklist

Please use the Application Checklist to ensure that you send a complete application package.

Page Limits and Standards:

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

A specific format is required for the information requested in **Attachment I**. This information should be provided on Attachment I and be included in the 15 page limit. Single-spacing may be used on Attachment I provided the typeface or font is at least 10 point size. **The Budget Narrative will be subject to the 15 page Project Narrative limit, but the FS-10 will not.**

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

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

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

II. 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 disadvantaged 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.

III. PURPOSE

The purpose of My Brother's Keeper Challenge Grant is to incentivize and support school districts to accept the My Brother's Keeper Challenge (<http://www.mbkchallenge.org/pdf/mbk-implementation-webinar-presentation.pdf>) and implement a coherent cradle-to-college strategy aimed at improving the life outcomes for disadvantaged youth, particularly boys and young men of color. Through this Request for Proposals (RFP) process, the Department will fund grants to school district communities to address two or more of the following (except for districts whose award is \$30,000 or under who are required to pursue one of the following):

1. Entering school ready to learn, as evidenced by universal Pre-k access ;
2. Reading at grade level by third grade, as evidenced by a significant narrowing of the achievement gap for disadvantaged youth, particularly boys of color;
3. Graduating from high school ready for college and career, as evidenced by a closing of graduation rate achievement gaps for disadvantaged youth, particularly young men of color;
4. Completing and access to postsecondary education or training, as evidenced by an increase of disadvantaged youth, particularly young men of color completing Advanced Placement, International Baccalaureate, or college credit courses while in high school;
5. Entering the workforce successfully with middle skills jobs, as evidenced by disadvantaged youth, particularly young men of color having work access to internship experiences while in high school; and
6. Reducing code of conduct violations and providing a second chance, as evidenced by disadvantaged youth, particularly young men of color having a reduction in in school and out of school suspensions, and behavioral related referrals.

Project activities must not be exclusively for students in the priority school building, but may be used by the district to pursue activities which address the specific goals identified by the district for the focus of the MBK challenge Grant.

IV. RATIONALE

New York State, through actions by the Board of Regents, the Governor and Legislature, have taken steps to become the first in the nation to adopt a statewide version of My Brother's Keeper, an initiative from President Obama to boost the educational futures of disadvantaged youth, particularly young minority men and boys. As part of the national initiative launched in February 2014, My Brother's Keeper seeks to close the persistent achievement gap in educational achievement and opportunity between disadvantaged youth, particularly young minority men and boys and their peers. An overarching goal is to encourage and support young men in making good choices, becoming more resilient, overcoming obstacles educational and community, and achieving their dreams in life thereby improving their communities and the state. As far back as 1975 the Board of Regents adopted educational policies which seek to alleviate the achievement gaps of Native American students (Position

Paper #22). The principles included in those nine Regent’s directives, sit firmly as the foundation for many of the activities which are now ideally to be implemented for all disadvantaged youth, particularly boys and young men of color.

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 continuing achievement gap. These factors include, lack of school preparedness, lack of adequate early reading skills, continuing differences in graduation rates, continuing lower enrollment in AP, IB and college level courses while in high school, limited career exposure through internships and work experiences, and an over utilization of suspension and disciplinary measures. It is hoped that significant actions on these concrete factors will result in finally a closing of the persistent achievement gap for disadvantaged youth, particularly boys and young men of color in New York State.

V. MBKCG OBJECTIVES AND KEY STRATEGIES

Through this Request for Proposals (RFP) process, the eligible school districts must submit concrete plans on how to address at least **two or more** of the following (except for districts whose award is \$30,000 or under who are required to pursue **one** of the following):

Goal 1: Entering school ready to learn, as evidenced by universal Pre-k access;

Goal 2: Reading at grade level by third grade, as evidenced by a closing of the achievement gap for disadvantaged youth, particularly boys of color

Goal 3: Graduating from high school ready for college and career, as evidenced by a closing of graduation rate achievement gaps for disadvantaged youth, particularly young men of color

Goal 4: Completing and access to postsecondary education or training, as evidenced by an increase of disadvantaged youth, particularly young men of color completing Advanced Placement, International Baccalaureate, or college credit courses while in high school

Goal 5: Entering the workforce successfully with middle skills jobs, as evidenced by disadvantaged youth, particularly young men of color having work access to internship experiences while in high school

Goal 6: Reducing code of conduct violations and providing a second chance, as evidenced by disadvantaged youth, particularly young men of color having a reduction in in school and out of school suspensions, and behavioral related referrals

For each goal, be sure to address the following:

Objectives and Strategies

List specific objectives to be accomplished. Objectives must support the MBKCG goals and key strategies and should be measurable. Objectives should be focused on improving student learning, and on increasing the number of individuals from historically underrepresented groups who are prepared for college and/or careers. Each of the MBKCG goals listed should be addressed.

Activities and Services

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

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

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

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

VI. INSTITUTIONAL ELIGIBILITY

The current list of eligible school districts is attached. Charter Schools, non-public schools, and home-school groups or associations are not eligible applicants.

VII. NYSER'S RESERVATION OF RIGHTS

NYSER 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.

VIII. PROJECT EXPECTATIONS

The ultimate goal of success for the MBKCG is a school district where the staff honor and recognize families' existing knowledge, skill, and forms of engagement; create and sustain school and district cultures that welcome, invite, and promote family, extended family and community engagement; and develop family, extended family and community engagement initiatives and connect them to student learning and development. In addition to the specific indicators identified in the description of the six program goals, for the purposes of data reporting and analysis, projects will be deemed as meeting project expectations if they produce:

- Reduced suspension rates, both in-school and out of school for boys and young men of color
- Reduced drop-out rates for boys and young men of color
- Increased attendance rates for boys and young men of color
- Increased retention rates for boys and young men of color
- Increased persistence rates for boys and young men of color
- Increased graduation rates for boys and young men of color
- Improved performance on Regents Examinations and other standardized tests for boys and young men of color

- Increased number of college credits earned overall within a high school for boys and young men of color
- Increased number of AP course completions in high school for boys and young men of color

IX. FUNDING LIMITATIONS AND METHOD OF DETERMINING AWARD AMOUNTS

A funding formula has been developed for the allocation of funds for eligible school districts providing that they have a concrete strategy, established activities, and a measurement process for determining success on the minimum of two goals (except for districts whose award is \$30,000 or under who are required to pursue one goal) accepted for the Challenge Grant.

For an increase in available funding:

If all available funds are not allocated, or if new or additional funding becomes available, and NYSED chooses to distribute this funding to eligible entities, NYSED will allocate the funds by allocating additional funds to currently funded school districts who accept the challenge for an additional goal.

For a decrease in available funding:

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

X. BUDGET

Budget Form (FS-10)

Applicants must submit a FS-10 budget with this application, for the initial project period of October 1, 2016 – August 31, 2017. **(Please note that for applications received by the extended deadline of October 21, 2016, the initial project period will begin November 15, 2016 and end August 31, 2017.)**The budget will be reviewed and scored.

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 following URL: <http://www.oms.nysed.gov/cafe>. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the Fiscal Guidelines for Federal and State Aided Grants at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.

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

For more information, visit the website

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

A. Use of Funds

1. Activities funded under 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 course of the year that involve changes in the manner in which MBKCG funds are expended must have prior written approval from the MBKCG-SED, 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, and professional development, program achievement/awards, project brochures/materials and promotional activities, expenses related to program attendance and technical assistance costs 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 MBKCG-SED 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 MBKCG-SED.
 - b. If a program closes, any durable goods purchased with MBKCG-State funds must be released for transfer to another MBKCG program so that the durable goods continue to support MBKCG students.
 - c. MBKCG-SED 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 classroom 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 a 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.

E. 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 MBKCG-SED for review. All FS-10-A forms must be submitted anytime between the start date of any funding year and July 31st of that year. Funds should not be expended until the budget amendment has been approved in writing.
2. Funds up to 10 percent of line categories may be transferred between approved line categories without prior written approval. However, MBKCG-SED 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.

F. 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 with the exception of 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: E. Transfer of Funds*.

G. MBKCG Payment Schedule

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

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

XI. PROJECT SCHEDULE

- A. **Operation Dates:** For year one, projects may begin as early as October 1, 2016 but must be completed by August 31, 2017. Expenses incurred outside of this period will not be reimbursed. **Please note that for applications received by the extended deadline of October 21, 2016, year 1 will begin November 15, 2016. The subsequent two years will begin September 1 and end August 31 and 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.**

- B. Required Reports: Each institution receiving a MBKCG grant will be required to submit an interim and final report to MBKCG-SED. The interim and final reports annually will outline the scheduled activities in the program period identifying tasks, assignments, and specific objectives accomplished within the reporting period. A format and reporting schedule for the reports will be provided by MBKCG-SED, and will include a monitoring of the educational markers used to measure success.

XII. APPLICATION INSTRUCTIONS

Interested and eligible school districts must submit one original of the application for funding as well as one electronic copy of the complete application on CD or flash drive. **The original must be clearly identified and signed in blue ink.** An application for funding requires the original signature of the District Superintendent (or designee) of the district on the Statement of Assurances (Attachment II). **Applications for funding must be postmarked on or before 10/21/2016 to:**

ATTN: MBK Challenge Grant
New York State Education Department
Office of Access, Equity, and Community Engagement Services
89 Washington Avenue, EBA 971
Albany, New York 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 10/21/2016 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 10/21/2016.

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

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

- A. Application checklist
- B. Application Cover Page with Original Signature of Chief Executive/Administrative Officer (Attachment I)
- C. Statement of Assurances with Original Signature of Chief Executive/Administrative Officer (Attachment III)
- D. Proposed Budget (Attachment IV)
- E. Payee Information Form (if applicable)
- G. Proposal Narrative (including Attachment II)
- H. Budget Narrative
- I. FS-10 Budget

XIII. NARRATIVE FORMAT

The proposal narrative should describe the 2016-2017 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 a minimum 10 point font**, and all information requested in this section (excluding resumes, memoranda of agreement, course descriptions and the FS-10) must be contained within the narrative portion of the proposal. The narrative should present a cohesive document, with each individual section related to all other sections, and **must** adhere to the format indicated below. The name of the school must appear in the top right corner of each page. A specific format is required

for the information requested in Attachment I. This information should be provided on Attachment I and be included in the 15 page limit. Single-spacing may be used on Attachment I provided that the typeface or font is at least 15 point size. Failure to adhere to these guidelines or to include required information will result in an unfavorable review.

- A. Application Cover Page
- B. Executive Summary (1 page max)

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

C. Organizational Background:

This section should include:

1. An overview and brief description of the applicant school district
2. This section should explain why your district is qualified for a My Brother's Keeper Challenge Grant (MBKCG)
3. A brief history, accomplishments, qualifications, and educational experience in serving the needs of underrepresented and at risk populations
4. Internal Program Relationships:
 - a. Describe the internal structure of the MBKCG project, including the following:
 - b. The staff positions that have coordinating responsibilities for the major components of the program (e.g., administration, teaching, counseling, tutoring, evaluating, budgeting, reporting)
 - c. A MBKCG organizational chart including all program-related personnel

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

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

Concrete plans on how to address at least **two or more** of the following:

Goal 1: Entering school ready to learn, as evidenced by universal Pre-k access;

Goal 2: Reading at grade level by third grade, as evidenced by a closing of the achievement gap for disadvantaged youth, primarily boys of color

Goal 3: Graduating from high school ready for college and career, as evidenced by a closing of graduation rate achievement gaps for disadvantaged youth, primarily young men of color

Goal 4: Completing and access to postsecondary education or training, as evidenced by an increase of disadvantaged youth, primarily young men of color completing Advanced Placement, International Baccalaureate, or college credit courses while in high school

Goal 5: Entering the workforce successfully with middle skills jobs, as evidenced by disadvantaged youth, primarily young men of color having work access to internship experiences while in high school

Goal 6: Reducing code of conduct violations and providing a second chance, as evidenced by disadvantaged youth, primarily young men of color having a reduction in in school and out of school suspensions, and behavioral related referrals

For each goal, be sure to address the following:

Objectives and Strategies

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

Activities and Services

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

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

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

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

F. Budget and Budget Narrative

1. Indicate the proposed expenditures for the project on Attachment IV: MBKCG 2016-2017 Proposed Budget. The attachment 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 IV: MBKCG 2016-2017 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.

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

XIV. PROPOSAL REVIEW

Proposal Review

Proposals will be reviewed by professional staff of the MBKCG staff and staff will reach out to each applicant eligible school district to work with the district on the implementation of the two or more goals accepted by the school district in their plan. As funds are allocated by formula, there is no scoring process, and the role of the MBKCG staff is to provide technical assistance and guidance, ensure that state funds are used for allowable activities, and to provide oversight on the implementation of the award. State Education Department reserves the right to reject any application which does not comply with the goals and requirements of this grant opportunity.

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

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>

The M/WBE participation goal for this grant is 30% of each applicant's total discretionary non-personal service budget over the entire term of the grant. Discretionary non-personal service budget is defined as total budget, excluding the sum of funds budgeted for:

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

For multi-year grants, applicants should use the total budget for the full multi-year term of the grants in the above calculation. The M/WBE Goal Calculation Worksheet is provided for use in calculating the dollar amount of the M/WBE goal for this grant application.

M/WBE participation does not need to be the same for each year of a multi-year grant.

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

METHODS TO COMPLY

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

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

COMPLETE FORMS:

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

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

COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet

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

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

COMPLETE FORMS:

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

GOOD FAITH EFFORTS

Applicants must make a good faith effort to solicit NYS certified M/WBE firms as subcontractors and/or suppliers to achieve the goals for this grant. Solicitations may include, but are not limited to: advertisements in minority and women-centered publications; solicitation of vendors found in the NYS Directory of Certified Minority and Women-Owned Business Enterprises (see <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>); 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 103 Quarterly M/WBE Compliance Report. This report should be submitted on a quarterly basis and can be found at www.oms.nysed.gov/fiscal/MWBE/forms.html.

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

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

ATTN: MBK Challenge Grant
New York State Education Department
Office of Access, Equity, and Community Engagement Services
89 Washington Avenue, EBA 971
Albany, New York 12234
kiap@nysed.gov

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.

ATTACHMENT I

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

Name of School District: _____

District Address: _____

Name of Program Director: _____

Telephone: _____ E-mail Address: _____

Person Submitting Proposal (name/title): _____

Telephone: _____ E-mail Address: _____

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

Signature of District Chief Administrator (or designee) _____

Title: _____

ATTACHMENT II

Instructions for Completing Program Objectives, Strategies, Activities, Services and Performance Measures/Data Sources

1. Make as many copies of the forms as needed. An example of one form is attached, copy for the additional goal(s) accepted by the school district.
2. At least 2 of the 6 identified MBKCG Goals should be addressed (except for districts whose award is \$30,000 or under who are required to pursue one goal. Complete one sheet for each goal.
3. Provide all the information requested in each column of the Objectives, Strategies, Activities Matrix (1-5).
4. Definitions:
 - **Strategies:** Describe the process or method MBKCG project will use to achieve the MBKCG goal indicated on the form (how).
 - **Activities/Services:** Indicate what MBKCG project will do to accomplish the MBKCG goal indicated on the form (action/work).
 - **Staff Responsible:** Indicate the staff members who will be responsible. Use the title(s) for individuals listed.
 - **Performance Measure:** Indicate measurable elements that will indicate accomplishment of the MBKCG goal listed on the form.
 - **Data Source:** Indicate the sources from which the data elements are drawn.
 - **Timeframe:** Indicate the timeframe(s) for each item listed.

Goal:				
Strategies	Activities/Services	Staff Responsible	Timeframe	Performance Measures/Data Sources

ATTACHMENT III

(MBKCG)
STATEMENT OF ASSURANCES

Institution Name: _____

Program: _____

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 _____
(District Superintendent)

Print name and title _____

*Original signature of District Superintendent is required.

ATTACHMENT IV

Total Number of Students in the district 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: _____

**MBKCG 10/1/16-8/31/17 PROPOSED BUDGET
(for applications received by 9/15/16)
MBKCG 11/15/16 – 8/31/17 PROPOSED BUDGET
(for applications received by 10/21/16)**

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

ROUND CENTS TO THE NEAREST DOLLAR. The minimum 15% Matching Funds must be reported in Columns 2 and or 3.

**ATTACHMENT V
Application Checklist**

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

<i>Required Documents</i>	<i>Checked-Applicant</i>	<i>Checked –SED</i>	
Application Checklist (Attachment V)	<input type="checkbox"/>	<input type="checkbox"/>	
Application Cover Page with Original Signature of Chief Executive/Administrative Officer (Attachment I)	<input type="checkbox"/>	<input type="checkbox"/>	
Statement of Assurances with Original Signature of Chief Executive/Administrative Officer (Attachment III)	<input type="checkbox"/>	<input type="checkbox"/>	
Proposed Budget (Attachment IV)	<input type="checkbox"/>	<input type="checkbox"/>	
Payee Information Form (if applicable) http://www.oms.nysed.gov/cafe/forms/PIform.pdf	<input type="checkbox"/>	<input type="checkbox"/>	
Proposal Narrative (15 page maximum – including Attachment II)	<input type="checkbox"/>	<input type="checkbox"/>	
Budget Narrative (included in 15 page maximum)	<input type="checkbox"/>	<input type="checkbox"/>	
FS-10 Budget EXCEL Version (signature required) (Attachment VI)	<input type="checkbox"/>	<input type="checkbox"/>	
M/WBE Documents Package (original signatures required) (Attachment VIII) <input type="checkbox"/> Full Participation <input type="checkbox"/> Request Partial Waiver <input type="checkbox"/> Request Total Waiver			
	Full Participation	Request Partial Waiver	Request Total Waiver
Calculation of M/WBE Goal Amount	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 100 Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	N/A
M/WBE 102 Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N/A
M/WBE 105 Contractor’s Good Faith Efforts	N/A	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 101 Request for Waiver Form	N/A	<input type="checkbox"/>	<input type="checkbox"/>
EEO 100 Staffing Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SED Comments:			
Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SED Reviewer: _____ Date: _____			

ATTACHMENT VI
Budget Form (FS-10)

Applicants must submit a FS-10 budget with this application, for the initial project period of October 1, 2016 - August 31, 2017 (**Please note that for applications received by the extended deadline of October 21, 2016, the initial period will begin November 15, 2016 and end August 31, 2016.**) The budget will be reviewed and scored.

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 following URL: <http://www.oms.nysed.gov/cafe>. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the Fiscal Guidelines for Federal and State Aided Grants at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.

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

Attachment VII

M/WBE Documents

M/WBE Goal Calculation Worksheet
(This form should reflect Multi-Year Budget Summary Totals)

RFP # and Title: _____

Applicant Name: _____

The M/WBE participation for this grant is 30% of each applicant’s total discretionary non-personal service budget over the entire term of the grant. Discretionary non-personal service budget is defined as the total budget, excluding the sum of funds budgeted for direct personal services (i.e., professional and support staff salaries) and fringe benefits, as well as rent, lease, utilities, and indirect costs, if these are allowable expenditures. Please complete the following table to determine the dollar amount of the M/WBE goal for this grant application.

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

*If not included in #5

M/WBE COVER LETTER

Minority & Woman-Owned Business Enterprise Requirements

NAME OF GRANT PROGRAM _____

NAME OF APPLICANT _____

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

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

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

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

M/WBE UTILIZATION PLAN

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

Bidder/Applicant's Name _____ 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 _____

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

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

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

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

Address: _____ Phone No.: _____

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

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

Date: _____

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

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

Address: _____ Phone No.: _____

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

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

DESIGNATION: ___ MBE Subcontractor ___ WBE Subcontractor ___ MBE Supplier ___ WBE Supplier

PART C - CERTIFICATION STATUS (CHECK ONE):

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

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

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

The estimated dollar amount of the agreement \$ _____

Signature of Authorized Representative of M/WBE Firm _____

_____ Date

_____ Printed or Typed Name and Title of Authorized Representative

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

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):

MBE Waiver - A waiver of the MBE goal for this procurement is requested.

WBE Waiver - A waiver of the WBE goal for this procurement is requested.

Total **Partial** _____ %

Total **Partial** _____ %

Waiver Pending ESD Certification

(check here if subcontractor or supplier is not certified M/WBE, but an application for certification has been filed with Empire State Development)

Subcontractor/Supplier Name: _____

Date of application filing: _____

PREPARED BY (*Signature*): _____

DATE: _____

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

NAME OF PREPARER:	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"/> ESD CERTIFICATION WAIVER <input type="checkbox"/> NOTICE OF DEFICIENCY <input type="checkbox"/> CONDITIONAL WAIVER COMMENTS: _____

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN (Instructions on Page 2)

Applicant Name: _____

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): _____

DATE: _____

NAME AND TITLE OF PREPARER: _____

TELEPHONE/EMAIL: _____

STAFFING PLAN INSTRUCTIONS

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

Instructions for Completing:

1. Enter the Project number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check the appropriate box to indicate if the work force being reported is just for the contract/project or the Bidder/Applicant's total work force.
3. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or subcontractor.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the M/WBE Coordinator, mwbe@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.

Attachment VIII

Appendix A STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, 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 \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award. (January 2014)

ATTACHMENT IX

APPENDIX A-1 G

General

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

Terminations

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

Responsibility Provisions

- A. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. Suspension of Work (for Non-Responsibility)

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

C. Termination (for Non-Responsibility)

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

Safeguards for Services and Confidentiality

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

- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Rev. 5/12/14

Attachment X: MBK Challenge Grant Allocation Chart

BEDS	District	#1 Funds
010100	ALBANY	346,226
030200	BINGHAMTON	84,188
043200	SALAMANCA	38,743
131500	POUGHKEEPSIE	142,419
140600	BUFFALO	812,610
170500	GLOVERSVILLE	26,574
261600	ROCHESTER	1,307,954
280201	HEMPSTEAD	391,055
300003	NYC GEOG DIST # 3 - MANHATTAN	37,665
300004	NYC GEOG DIST # 4 - MANHATTAN	40,669
300005	NYC GEOG DIST # 5 - MANHATTAN	68,013
300007	NYC GEOG DIST # 7 - BRONX	274,054
300008	NYC GEOG DIST # 8 - BRONX	278,060
300009	NYC GEOG DIST # 9 - BRONX	307,173
300010	NYC GEOG DIST #10 - BRONX	290,922
300011	NYC GEOG DIST #11 - BRONX	125,087
300012	NYC GEOG DIST #12 - BRONX	153,047
300013	NYC GEOG DIST #13 - BROOKLYN	49,295
300014	NYC GEOG DIST #14 - BROOKLYN	49,450
300016	NYC GEOG DIST #16 - BROOKLYN	45,136
300017	NYC GEOG DIST #17 - BROOKLYN	20,257
300018	NYC GEOG DIST #18 - BROOKLYN	

		17,639
300019	NYC GEOG DIST #19 - BROOKLYN	156,667
300022	NYC GEOG DIST #22 - BROOKLYN	28,499
300023	NYC GEOG DIST #23 - BROOKLYN	145,500
300025	NYC GEOG DIST #25 - QUEENS	144,344
300026	NYC GEOG DIST #26 - QUEENS	114,382
300027	NYC GEOG DIST #27 - QUEENS	176,386
300028	NYC GEOG DIST #28 - QUEENS	9,628
300030	NYC GEOG DIST #30 - QUEENS	21,336
300032	NYC GEOG DIST #32 - BROOKLYN	62,544
412300	UTICA	49,450
421800	SYRACUSE	585,388
491700	TROY	57,384
500402	EAST RAMAPO	44,135
530600	SCHENECTADY	48,602
580109	WYANDANCH	134,330
580513	CENTRAL ISLIP	59,771
660900	MOUNT VERNON	105,831
662300	YONKERS	149,582
	State	6,999,995