

UPDATED DECEMBER 18, 2015
2016-2021 Extended School Day/School Violence Prevention Program
Competitive Grant Application 2016-2021

Purpose of Grant	The primary purpose of the ESD/SVP Program is to award competitive grants to provide support to students through extended school day activities and/or school safety programs which promote violence prevention. Programs must demonstrate consistency with the school safety plans required by section twenty-eight hundred one-a of the Education Law and should not displace existing school district after-school funding. School districts and not-for-profit organizations working in collaboration with a public school district(s) may submit an application to conduct an ESD program or a SVP program or a combination of both.
Project Period	The grant period is five years, from July 1, 2016, to June 30, 2021.
Legislative Authority	The New York State Legislature enacted Education Law, Article 55, § 2814
Eligible Applicants	Public school districts and not-for-profit organizations working in collaboration with a public school district(s) are eligible to apply.
Available Funding & Regional Distribution	<p>Approximately \$24.3 million is expected to be available annually statewide contingent on annual legislative appropriation, and it is anticipated that funding will continue at this appropriation level. Each application may include a request for an annual grant award of a maximum of \$350,000. Agencies applying for multiple grants will be limited to a maximum annual award of \$1,200,000. This includes agency membership in consortia projects.</p> <p>Funds will be allocated to each geographic area as follows: 55% to New York City; 15% to the big four cities of Buffalo, Rochester, Syracuse and Yonkers; and 30% to the Rest of the State.</p>
M/WBE Requirement	Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals. Pursuant to Article 15-A of the New York State Executive Law, 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. See the M/WBE Participation Goals section and Appendix L for further information and forms for completion.

<p>Application Due Date</p>	<p>The due date for electronic application submissions to the FluidReview portal is January 15, 2016 at 3:00 p.m. Complete applications must be submitted electronically through the FluidReview portal by such time. Instructions for submission through this portal are available at: https://nysed-esdsvp.fluidreview.com.</p> <p>Applicants must also submit one (1) original application and one original FS-10 Budget Proposal with two additional copies on paper (signatures must be in blue ink) postmarked by January 15, 2016, along with a flash drive of the full application to:</p> <p style="text-align: center;">New York State Education Grants Management 89 Washington Avenue Room 481 EBA Attn: 2016-2021 ESD/SVP Grant Application Albany, NY 12234</p>
<p>Non-Mandatory Notice of Intent (NOI):</p>	<p>The Notice of Intent is not a requirement for submitting a complete application by the application date; however, New York State Education Department (NYSED) strongly encourages all prospective applicants to submit an NOI to ensure a timely and thorough review and rating process. A non-profit applicant's NOI will also help to facilitate timely review of their prequalification materials. The NOI is a simple email notice stating your organization's (use the legal name) intent to submit an application for this grant. Please also include your organization's NYS Vendor ID. The due date is December 8, 2015. Please send the NOI to ESDSVPRFP@nysed.gov</p>
<p>Due Date for Questions</p>	<p>All questions must be submitted by E-Mail to ESDSVPRFP@nysed.gov by close of business, November 13, 2015. A complete list of all Questions and Answers will be posted no later than close of business, December 1, 2015 at: http://www.p12.nysed.gov/funding/currentapps.html</p>

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New Prequalification Requirement

The State of New York has implemented a new statewide prequalification process (described in <http://www.grantsreform.ny.gov/Grantees>) designed to facilitate prompt contracting for not-for-profit vendors. All not-for-profit vendors are required to pre-qualify prior to grant application. This includes all currently funded not-for-profit institutions that have already received an award and are in the middle of the program cycle. The pre-qualification must be completed by all not-for-profit institutions prior to application in order to receive an award under this RFP. Please review the additional information regarding this requirement in the Prequalification for Individual Applications section below.

TABLE OF CONTENTS

I.	INTRODUCTION	4
II.	PURPOSE	4
III.	ELIGIBILITY.....	4
IV.	NYSED CONSORTIUM POLICY for STATE and FEDERAL DISCRETIONARY GRANT PROGRAMS.....	4
V.	FUNDING.....	5
VI.	PROGRAM REQUIREMENTS.....	5
VII.	BUDGET	7
VIII.	EVALUATION and SELF-ASSESSMENT REQUIREMENTS	9
IX.	Payee Information Form/NYSED Substitute W-9 Form.....	10
X.	REPORTING.....	10
XI.	PREQUALIFICATION FOR INDIVIDUAL APPLICATIONS.....	11
XII.	VENDOR RESPONSIBILITY	12
XIII.	Workers' Compensation Coverage and Debarment.....	13
XIV.	Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law	14
XV.	Entities' Responsibility	16
XVI.	NYSED's RESERVATION of RIGHTS.....	17
XVII.	APPLICATION FOR FUNDING	18
	Required Documents	20
	Application Checklist	20
XVIII.	NARRATIVE FORMAT	23
XIX.	APPLICATION REVIEW AND RATING PROCESS.....	23
XX.	METHOD OF DETERMINING AWARD	29
XXI.	NOTIFICATION OF AWARD	30
XXII.	Debriefing Procedures	30
XXIII.	CONTRACT AWARD PROTEST PROCEDURES.....	30
XXIV.	NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES REGIONAL OFFICES	43

APPENDICES

- A. STANDARD CLAUSES FOR NYS CONTRACTS
- B. GENERAL ASSURANCES
- C. STATEMENT OF ASSURANCES
- D. COMPOSITE BUDGET FORM
- E. COLLABORATING AGENCY AND SCHOOL DISTRICT FORM
- F. STATEMENT OF COMMITMENT FORM
- G. LIST OF PARTICIPATING SCHOOLS FORM
- H. STATEMENT OF GOALS, OBJECTIVES, ACTIVITIES, AND PERFORMANCE INDICATORS
- I. EXTENDED SCHOOL PROGRAM SITE INFORMATION FORM
- J. LIST OF NEED/RESOURCE CAPACITY CATEGORY INDEX SCHOOL DISTRICTS
- K. LIMITED ENGLISH PROFICIENCY PRIORITY POINTS
- L. MWBE DOCUMENTATION

I. INTRODUCTION

The New York State Education Department is pleased to announce competition for Extended School Day/School Violence Prevention Program (ESD/SVP) grant contracts for the period July 1, 2016 through June 30, 2021, pending annual appropriations in the New York State Budget.

II. PURPOSE

According to § 2814 of the Education Law, the commissioner is “authorized and directed to award grants on a competitive basis to school districts” for “implementation of extended day programs and school violence prevention programs” consistent with the purposes of the school safety plans and extended day activities. “School districts shall be prohibited from using funds awarded pursuant to this section to displace school district after-school funding in existence as of the effective date of this article.”

III. ELIGIBILITY

- (1) Local Education Agencies (LEAs) and (2) not-for-profit organizations working in collaboration with an LEA district(s) are eligible to apply. Priority will be given to applications that include high-need public school districts as defined by districts ranked 1-4 on the Need/Resource Capacity Category Index (see Appendix J). In addition, applicants will receive priority if their respective three-year average Limited English Proficiency student percentage per student enrollment is equal to or greater than 5% (see Attachment K). In order for an applicant to be eligible for a particular priority, at least 50% of the districts included in the application must be on one of the lists for that priority.
- A consortium, set up for the common purpose of applying for ESD/SVP funds and that would be beyond the capabilities of a single member of the group, may apply.
- An eligible entity may submit more than one proposal for a maximum total amount of \$1.2 million, in any one geographical region. The maximum award for an individual application will be \$350,000.

IV. NYSED CONSORTIUM POLICY for STATE and FEDERAL DISCRETIONARY GRANT PROGRAMS

Applicants may form a consortium to apply for the grant. In order to do so, the consortium must meet the following requirements:

1. The consortium must designate one of the participants to serve as the applicant and fiscal agent for the grant. The applicant must be an eligible grant recipient. All other consortium members must be eligible grant participants, as defined by the program statute or regulation.
2. In the event a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the applicant fiscal agent, not the /consortium, since the group may not be a legal entity.
3. The applicant fiscal agent must meet the following requirements:
 - a. Must be an eligible grant recipient as defined by statute;
 - b. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;

- c. Must require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
- d. Must be an active member of the consortium, except where SUNY or CUNY Research Foundations are the fiscal agent.
- e. Cannot act as a flow-through for grant funds to pass to other recipients. NYSED has established a minimum level of direct service of 15% to be provided by the fiscal agent.
- f. Is PROHIBITED from sub-granting funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.
- g. Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each partner plans to participate.

V. FUNDING

The NYSED will award up to \$24.3 million to fund grants for the 2016-2017 school year and each school year thereafter. The availability of annual appropriations funding for years two through five is dependent on satisfactory performance, legislative appropriation, and the submission of appropriate budget documents and work plans approved by NYSED.

NYSED may suspend funding to any project that fails to provide required reports or carry out the priorities and requirements of ESD/SVP as identified in the Request for Proposal (RFP) and subsequent grant or grant contract.

- An eligible entity may submit more than one proposal for a maximum total amount of \$1.2 million, in any one geographical region. The maximum award for an individual application will be \$350,000.
- Agencies applying for multiple grants will be limited to a maximum annual award of \$1,200,000. This includes agency membership in consortia projects.
- For ESD applicants the maximum amount of funding that may be requested in any one application will be determined by the minimum number of student participants the project commits to serve contractually on an annual basis. The number of students will be based on the “unduplicated count,” which is the number of students participating (enrollment) in the summer plus all academic year student participants who did not attend in the summer. The project may propose a budget that reflects a lower funding amount if the project deems it suitable for the scope of their project services.

Shortfalls in enrollment goals:

Beginning in year 2 and in each subsequent program year, the ESD/SVP award recipient must submit to NYSED a roster of students enrolled in its program no later than April 1. The number of students listed in the roster will be compared against the number of students proposed to be served in the RFP’s 2017-2018 Budget. If the current roster is less than 95% of the number set forth in the composite budget, the grantee’s budget will be proportionally reduced by the amount of the percentage of the deficiency from the composite budget. For example: if the actual roster is 94% of the projected number, the grantees budget will be reduced by 6% in the year of the deficiency.

VI. PROGRAM REQUIREMENTS

Extended School Day

The maximum award for an individual ESD project will be \$350,000 at a maximum allocation of \$1,600 per student. Applicants are expected to increase student achievement, provide

extracurricular enrichment activities, and contribute to school violence prevention; successful proposals will include school safety activities in their extended day programs.

The number of students will be based on the “unduplicated count,” which is the number of students participating (enrollment) in the summer plus other academic year student participants who did not attend in the summer.

In addition, the application must meet the following requirements:

- Serve children within the range of grades Pre-K-12;
- Operate outside the regular school day; programs may operate before or after school, on Saturdays, Sundays and/or during the summer;
- Operate for a minimum of two hours a day; for at least 3 days per week;
- Provide extracurricular enrichment activities including but not limited to athletics, academic enrichment, art, music, drama, academic tutoring, mentoring, community services and related programs that will increase student achievement and contribute to school violence prevention; and
- Serve a minimum of 50 children.

School Violence Prevention

School safety activities include goods and services to provide safe corridors, diversity programs, collaboration with law enforcement agencies or community-based organizations, metal detectors, intercom systems and other intra-school communication devices, devices to increase the security and safety of program personnel and students. School safety activities may also include comprehensive school-based intervention models that reduce violence and improve school safety. Goods and services must be itemized in the budget narrative. The maximum award for an individual SVP project will be \$350,000 and each applicant is also subject to the cap of the number of applications and total funding requested of applications as described in the eligibility section. SVP projects are exempt from the \$1,600 per student maximum allocation.

While not required, ESD/SVP applicants are encouraged to build a nutritional component into their programs, and to seek federal funds to support them. Information on federal after school nutritional funding can be obtained by visiting <http://www.frac.org>.

Safety and Health Requirements:

If the applicant is a school district, the applicant must adhere to New York State’s Safe Schools Against Violence in Education (SAVE) laws including provisions related to fingerprinting of staff. Programs located in school buildings will be governed by the district’s School Safety Plan and any related building-level plans. If the proposed program is located at a site other than the school building, the provisions for SACC Registration detailed below for community organization applicants may apply.

If the applicant is a community organization or college/university, and proposes to serve only children ages thirteen and older, the applicant must work with its partnering school(s) to ensure the safety and health of all participants, including reasonable staff-to-student ratios and background clearances for staff.

If the ESD/SVP activities take place in a school building, all staff must be trained in and familiar with the School Emergency Response Plan and its emergency procedures.

The applicant must address how students will travel safely to and from the center and their homes.

School-Age Child Care Registration (SACC) with the New York State Office of Children and Family Services:

Non-public school applicants must provide proof of SACC licensure before funding/programming is to begin operation. For more information on SACC Registration see Policy Statement – What Constitutes a School-Age Program at <http://ocfs.ny.gov/main/childcare/policy/02-03%20What%20Constitutes%20A%20SACC%20Program.pdf>

SACC Registration Definitions: School-age child care program means a program or facility which is not a residence in which child day care is provided to an enrolled group of seven or more children under 13 years of age during the school year before and/or after the period such children are ordinarily in school or during school lunch periods.

Age of children: A school-age child care program may provide care for school-age children of any age. If the program provides care for children over 13 years of age, the program must meet all regulatory standards in regard to such children just as if the children were under 13 years of age. Children may receive care through the conclusion of high school. <http://ocfs.ny.gov/main/childcare/regs/413%20effective%206.1.15.pdf>

SACC Regulations: The minimum requirements to run a SACC program in New York State can be found at <http://ocfs.ny.gov/main/childcare/regs/414%20SACC%20effective%206.1.15.pdf>

VII. BUDGET

The applicant must complete and submit the FS-10 Budget Form. The FS-10 Budget Form and 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 found at <http://www.oms.nysed.gov/cafe/forms/> and <http://www.oms.nysed.gov/cafe/guidance/>

The grant award period will begin on July 1, 2016, and end on June 30, 2021. The initial project period will be July 1, 2016 to June 30, 2017. Applicants must submit with this application a FS-10 budget for the initial project period only.

The budget will be reviewed and scored. Only proposed expenditures which are reasonable, necessary and consistent with the purposes and goals in the grant application will be funded. If any inappropriate and/or unallowable items are included in the budget, they will be deleted and the budget will be scored accordingly.

Grants will be continued in the subsequent four years contingent upon satisfactory performance in the previous year and availability of funds.

A. Use of Funds

1. Activities funded by an ESD/SVP grant will be administered pursuant to a written agreement between NYSED and the successful applicant.
2. ESD/SVP funds may not be used for purposes that have not been described in the authorizing statute, the Regulations of the Commissioner of Education, this RFP or the applicant's program narrative and approved budget. Amendments to the program narrative or approved budget during the course of the year that involve changes in the manner in which ESD/SVP funds are expended must have prior written approval from NYSED.
3. For the ESD and the SVP programs, no more than 5% of the total annual funding can be used for professional development, including attending conferences, and no more than 10% of the total annual funding can be used for administrative costs, which includes indirect costs.
4. ESD/SVP budgets must include travel and lodging to attend NYSED's professional development and statewide meetings.

Administrative Cost Cap

Administrative costs can be direct or indirect. No more than 10% of the total annual award may be used for administrative costs for school or agency administrative or support staff who do not provide direct service to participants in the program but whose cost can be identified and directly associated with the program. Examples of administrative expenses are - the cost of a principal required to remain in the building during program hours, audit or fiscal employees, or other staff members whose role is strictly oversight of program and staff.

The Program Director's salary will not be included in the 10% administrative cap. For the purpose of this grant, program space rental and school usage fees are also considered a direct cost and are not included in the 10% administrative cap.

Indirect Cost Cap

Lead Applicant Agencies may include indirect costs in the budget. Indirect costs are costs of activities that benefit more than one program or objective and, therefore cannot be readily assigned to only one specific program or objective. Indirect costs are generally classified under functional categories such as general maintenance and operation expenses, general office and administration expenses, general overhead expenses and other allowable general expenses. Indirect cost rates are included in calculating the 10% administrative cap.

- School districts must use the restricted indirect cost rates calculated by the NYSED
- Not for Profit Organizations must prepare their budgets using an indirect cost rate of up to 2.6%. If they are notified that they have been selected to receive an ESD/SVP funding award, they may apply for a higher indirect cost rate of up to 5%, bearing in mind the 10% administrative cap, by completing and submitting an FS-87-R Form to the Department. Note that approval for a higher indirect cost rate must be requested and approved each year. The Form may be obtained by calling Grants Finance at 518-474-4815.

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

Professional Development Cost Cap

Up to 5% of the total annual award may be used for professional development related directly to ESD/SVP programs. If providing professional development to program staff, these costs must be included in the budget.

Minimum Direct Service Level Participation

As stated in the NYSED Consortium Policy, a lead agency cannot act as a flow-through for grant funds to pass to other recipients. NYSED has established a minimum level of direct service of 15% to be provided by the fiscal (lead) agent. Direct services can include costs connected with the Program Director, teachers, activity leaders, rent for program space and school usage fees, the provision of specific activities for students and families, etc.

Program Evaluation Cost Cap

Up to 3% of the total annual award is required for use in an independent program evaluation.

VIII. EVALUATION and SELF-ASSESSMENT REQUIREMENTS

The evaluation requirements for ESD/SVP consist of the components described below:

1. A periodic independent evaluation, contracted by the grantee, is required to assess the ESD/SVP grantee's progress toward achieving its objectives to provide a high-quality after school and/or school violence prevention program. The cost of the independent evaluator may not exceed 3% of the grantee's total annual budget. The contracted independent evaluator shall not be the primary grant writer of this proposal.

The results of the evaluation must be:

- (1) used to refine, improve, and strengthen the program; and
- (2) made available to the public upon request.

The evaluation must measure both program implementation and program outcomes as follows:

- **Implementation Evaluation Design** should include measuring whether the program is being implemented with fidelity to the program design, as follows:
 - using scientifically-based research provides evidence of the effectiveness of a program activity;
 - assessing whether the program is serving the target population and meeting enrollment numbers for extended school day programs;
 - assessing effectiveness of purchased goods and services as demonstrated by data for school violence prevention programs
- **Outcome Evaluation Design** should include performance indicators and measures that support the programs overall academic focus, and align with the program's goals of increased student achievement, school violence prevention, and school safety.

2. For ESD programs, the Program Quality Self-Assessment (QSA) Tool, the research-based planning and self-assessment tool developed by the New York State Afterschool Network (NYSAN) should be used by representatives of all stakeholders involved in the program to promote program quality. Although the QSA Tool is not considered to be an evaluation tool, the feedback from the QSA does contribute to the overall understanding of the outcomes of the program. The QSA tool and User's guide are available at: <http://www.nysan.org/quality-self-assessment-tool/>

IX. Payee Information Form/NYSED Substitute W-9 Form

The Payee Information Form is a packet containing the Payee Information Form itself and an accompanying NYSED Substitute W-9. The NYSED Substitute W-9 may or may not be needed from your agency. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through the NYSED. An on-line version of the packet is available at <http://www.oms.nysed.gov/cafe/forms/PIform.pdf>

X. REPORTING

Each entity receiving an ESD/SVP award will be required to submit two program reports annually; a mid-year report and a final report to the NYSED ESD/SVP program office.

- a) The mid-year report is to be received by NYSED no later than January 31st every year. This report specifies the enrolled ESD/SVP students as well as the initial expenditures and activities in operating the ESD/SVP in a form and manner prescribed by ESD/SVP-NYSED. The ESD/SVP student enrollment indicated on the report will be used to ensure that the grantee is on track to meet their budgeted ESD/SVP student enrollment. The mid-year report shall cover the period from July 1 through December 31.
- b) For ESD programs, a roster of student participants, including name and number of hours of participation in the program, is to be received by NYSED no later than April 1 in years 2-5 of the award period. At minimum, grantees must have an enrollment form and parental permission on file for ESD programs. ESD program attendance must reflect student attendance of 15 hours in or more since the start of the current program year to qualify as an enrolled student. SVP-only programs during the school day must provide a list of impacted students. If the roster is less than 95% of the number set forth in the composite budget, the grantee's budget will be proportionally reduced by the amount of the percentage of the deficiency from the composite budget. For example: if the actual roster is 94% of the projected number, the grantees budget will be reduced by 6% in the year of the deficiency.
- c) The final program report is due on September 15 of the following school year. The final report shall cover the period from July 1 through June 30 (the entire program year). This report, in a form and manner prescribed by NYSED, outlines the grantee's expenditures and activities in the ESD/SVP program for the program year to include, but is not limited to, the following elements:
 - Summary of the involvement of parents and other community members and organizations in program development and implementation;

- Progress made toward achieving the objectives, activities and outcomes outlined for each of the program goals;
- Outcome data supporting program's goals of increased student achievement, school violence prevention, and school safety

XI. PREQUALIFICATION FOR INDIVIDUAL APPLICATIONS

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process in order for proposals to be evaluated. Information on these initiatives can be found on the [Grants Reform Website \(http://www.grantsreform.ny.gov/\)](http://www.grantsreform.ny.gov/).

Proposals received from not-for-profit applicants that have not Registered and are not Prequalified in the Grants Gateway on the proposal due date of 3:00 PM on January 15, 2016, cannot be evaluated. Such proposals will be disqualified from further consideration.

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The [Vendor Prequalification Manual \(http://www.grantsreform.ny.gov/sites/default/files/docs/VENDOR_POLICY_MANUAL_V.2_10.10.13.pdf\)](http://www.grantsreform.ny.gov/sites/default/files/docs/VENDOR_POLICY_MANUAL_V.2_10.10.13.pdf) on the Grants Reform Website details the requirements and an [online tutorial \(http://grantsreform.ny.gov/youtube\)](http://grantsreform.ny.gov/youtube) are available to walk users through the process.

a. Register for the Grants Gateway.

- On the Grants Reform Website, download a copy of the [Registration Form for Administrator: http://grantsreform.ny.gov/sites/default/files/RegistrationFormforAdministratorfillable.pdf](http://grantsreform.ny.gov/sites/default/files/RegistrationFormforAdministratorfillable.pdf). A signed, notarized original form must be sent to the Division of Budget at the address provided in the instructions. You will be provided with a Username and Password allowing you to access the Grants Gateway.
- If you have previously registered and do not know your Username please email grantsreform@budget.ny.gov . If you do not know your Password please click the [Forgot Password: https://grantsgateway.ny.gov/IntelliGrants_NYSGG/PersonPassword2.aspx?Mode=Forgot](https://grantsgateway.ny.gov/IntelliGrants_NYSGG/PersonPassword2.aspx?Mode=Forgot) link from the main log in page and follow the prompts.

b. Complete your Prequalification Application.

- Log in to the [Grants Gateway: https://grantsgateway.ny.gov/IntelliGrants_NYSGG/login2.aspx](https://grantsgateway.ny.gov/IntelliGrants_NYSGG/login2.aspx). **If this is your first time logging in**, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.
- Click the *Organization(s)* link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.

- Answer the questions in the *Required Forms* and upload *Required Documents*. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Proposal.
- Specific questions about the prequalification process should be referred to your agency representative at prequal@nysed.gov or to the Grants Reform Team at grantsreform@budget.ny.gov.

c. Submit Your Prequalification Application

- After completing your Prequalification Application, click the **Submit Document Vault Link** located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted the status of the Document Vault will change to *In Review*.
- If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.
- Once your Prequalification Application has been approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

Vendors are strongly encouraged to begin the process as soon as possible in order to participate in this opportunity.

XII. VENDOR RESPONSIBILITY

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include: legal authority to do business in New York State; integrity; capacity- both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a Vendor Responsibility Questionnaire. School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities.

For a complete list, see: http://www.osc.state.ny.us/vendrep/resources_docreq_agency.htm.

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and the subcontract will equal or exceed \$100,000 over the life of the contract.

XIII. Workers' Compensation Coverage and Debarment

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

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

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

Proof of Coverage Requirements

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

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

Proof of Workers' Compensation Coverage

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

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or

- **Form SI-12**– Certificate of Workers’ Compensation Self-Insurance; or
- **Form GSI-105.2** Certificate of Participation in Workers’ Compensation Group Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

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

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

For additional information regarding workers’ compensation and disability benefits requirements, please refer to the New York State Workers’ Compensation Board website at: <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp> Alternatively, questions relating to either workers’ compensation or disability benefits coverage should be directed to the NYS Workers’ Compensation Board, Bureau of Compliance at (518) 486-6307.

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

(Please see corresponding forms at the end of this document)

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.

XV. Entities' Responsibility

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

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

For additional information about grants, please refer to the [Fiscal Guidelines for Federal and State Aided Grants](http://www.oms.nysed.gov/cafe/guidance/), <http://www.oms.nysed.gov/cafe/guidance/>.

XVI. NYSED's RESERVATION of RIGHTS

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; (16) to request best and final offers.

XVII. APPLICATION FOR FUNDING

The due date for electronic grant applications to the FluidReview portal is no later than January 15, 2016 at 3:00 p.m.

Complete applications must be submitted electronically through the FluidReview portal by such time. Instructions for submission through this portal are available at: <https://nysed-esdsvp.fluidreview.com>

Online applications can be submitted by going to the website <https://nysed-esdsvp.fluidreview.com>. Click "Sign Up" on the right hand side of the page and you will be sent to the account creation page. Once you are on this page, you will be asked to specify a few details such as your email address and your desired password to create your account. An email will be sent to you, simply log into your email and click on the activation link to activate your account.

Once you have created and activated your account, you can log in and will be brought to your main dashboard and additional instructions (if provided by the FluidReview Administrator) as well as any tasks that you need to complete in order to submit your application. You will be able to sign in and out of the room as much or as little as desired.

To log back into your account in the future, go to <https://nysed-esdsvp.fluidreview.com> and sign in using the email address and the password you (previously) created.

To complete a task, click on it. From there, follow the instructions as given to fill out an online form or to upload a document. Once you have completed a task, you may review it or download it for your files.

Once you have completed all of the required tasks, you must click on the Submit button at the bottom of the page to have your application sent on to the review portal. Here, you may also download the entire document for your files.

If you need any help or have any questions during the application process, please click on the question mark symbol in the upper right hand side of your page.

Submission of Hard Copy of Application

Applicants must also submit one (1) original application and one original FS-10 Budget Proposal with two additional copies on paper (signatures must be **in blue ink**) postmarked by **January 15, 2016**, along with a flash drive of the full application to:

New York State Education
Grants Management
89 Washington Avenue
Room 481 EBA
Attn: 2016-2021 ESD/SVP Grant Application
Albany, NY 12234

2016-2021 ESD/SVP Application

Lead Applicant Agency Profile

Extended School Day/School Violence Prevention Grant (ESD/SVP)

Application Cover Page

Agency Code

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Complete all parts of this form and include it as part of the application..

Type of Project (ESD and/or SVP):	Geographical Region (NYC, Big 4, or RoS):
Annual Dollar Amount Requested:	NYS Vendor ID:
FEIN #:	
Name of Applicant agency:	Name and Title of Contact Person:
Address: City: Zip Code: County:	Telephone:
	Fax:
	E-Mail:
Address(es) of project location(s):	
If you are applying as part of a consortium list your consortium members:	
<p>I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendices A, B and C and that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p>	
Original Signature of Chief Administrative Officer (in blue ink)	Typed Name of Chief Administrative Officer:
Date:	Phone: ()
E-mail address:	
Primary Grant Writer:	

Application Checklist

Applicant Name _____

A complete application consists of all of the following items submitted in the following order. Applicants will not be afforded the opportunity to alter or revise application documents after submission.

Required Documents	Checked – applicant	Checked – SED
Payee Information Form/NYSED Substitute W-9 Form (not required for LEAs) See: http://www.oms.nysed.gov/cafe/forms/PIform.pdf	<input type="checkbox"/>	<input type="checkbox"/>
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>
Application Cover Page (with original signatures in blue ink)	<input type="checkbox"/>	<input type="checkbox"/>
Collaborating Agencies/School Districts Form(Appendix E)	<input type="checkbox"/>	<input type="checkbox"/>
Collaborating Agency/School District Statement of Commitment (Appendix F)	<input type="checkbox"/>	<input type="checkbox"/>
Participating Schools Form (Appendix G)	<input type="checkbox"/>	<input type="checkbox"/>
Program Narrative	<input type="checkbox"/>	<input type="checkbox"/>
Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>
Statement of Goals, Objectives, Activities, and Performance Indicators (Appendix H)	<input type="checkbox"/>	<input type="checkbox"/>
Extended School Program Site(s) Information Form (Appendix I)	<input type="checkbox"/>	<input type="checkbox"/>
Composite Budget (Appendix D)		
FS-10 Budget Proposal (July 1, 2016 to June 30, 2017)	<input type="checkbox"/>	<input type="checkbox"/>
Partnership Agreement (not applicable for school district applying without a partner)	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE Documents Package (Appendix L)	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>
Disability Benefits Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>
Is the applicant prequalified on Grants Gateway, if required? (While no documentation is required with the application, the applicant may be required to prequalify in order to be eligible for this grant opportunity)	<input type="checkbox"/>	<input type="checkbox"/>

M/WBE Documents Package (original signatures required)			
<input type="checkbox"/> Full Participation <input type="checkbox"/> Request Partial Waiver <input type="checkbox"/> Request Total Waiver			
	Forms Required		
Type of Form	Full Participation	Request Partial Waiver	Request Total Waiver
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
EEO 100 Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 105 Contractor's Good Faith Efforts	N/A	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 101 Request for Waiver Form and Instructions	N/A	<input type="checkbox"/>	<input type="checkbox"/>
SED Comments: Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SED Reviewer: _____ Date: _____			

XVIII. NARRATIVE FORMAT

The proposal narrative should describe all 2016-2021 proposed activities in detail that meet the priorities and requirements as stated in this RFP. The completed proposal narrative document should reflect a cohesive program. The maximum length of the proposal narrative is 12 pages, not including attachments. Proposal narratives will not be reviewed beyond the maximum number of pages. The proposal narrative is to be prepared in Times New Roman, 12 point font, 1.5 spaced, with a standard 1" margin. The name of the agency should appear in the top right corner of each page. Clarity, conciseness, completeness, and quality of writing will be evaluated in the proposal review. Proposals that are presented in the requested format facilitate the review process. Applications that do not follow the format described in this document or that fail to include all information requested under each major category may lose points. Proposals will be ranked based on their total score. The maximum points available in the narrative section are 80 (not including Budget section).

Other types of charts are not allowed. Charts cannot be used for narrative purposes.

Appendices not considered part of the 12 pages:

- The Budget (FS-10)
- Budget Narrative (not to exceed 3 pages)
- Appendix D Composite Budget Form
- Appendix E Collaborating Agency and School District Form
- Appendix F Statement of Commitment Form
- Appendix G List of Participating Schools Form
- Appendix H Statement Of Goals, Objectives, Activities, And Performance Indicators
- Appendix I Extended School Program Site Information Form
- Memorandum of Understanding (if consortium application)
- Appendix L MWBE Documentation

Please do not submit supplementary materials such as videotapes, publications, press clippings, letters of support from the private or public sector or testimonial letters. They will neither be reviewed nor returned to the applicant.

XIX. APPLICATION REVIEW AND RATING PROCESS

Program Abstract [0 points]

Provide a one-page summary of the program's proposed mission, identified key partnership organizations, targeted students and family participants, key design elements and other unique characteristics of the program. No other information should be provided in the abstract.

1. Need for Program (15 Points)

Describe the population to be served by the proposed program, and discuss how the program will offer educational and enrichment opportunities and/or violence prevention services to students, families, and staff. The characteristics of the population and community to be served are essential factors that inform the design of a successful ESD/SVP extended learning time and/or violence prevention program, ultimately driving support for student enrollment in the program and the overall safety of schools. Suggested tools to justify the need are:

- 1) Publically published School Climate and Culture Survey Data administered to students, teachers, and parents.
- 2) Violent and Disruptive Incident Reporting (VADIR) Data reported to IRS: Show a propensity to address incident categories as reported in the 2013-14 VADIR Data.

Scoring Indicators:

- a. Describe the community where the target population of students and their families live and go to school. Include the reason for the selection of the community and the applicant's ability to serve this particular community, as well as the value of the proposed program in the identified community;
- b. Identify the specific population of students to be served, and any unique needs by sub-group, such as students with disabilities, English language learners, and socioeconomic status. Provide current and specific cited data to strongly document each of those needs. Data sources may include, but are not limited to, academic achievement, percentage of students eligible for free and/or reduced price lunch, percentage and/or rapid growth of limited English proficient students, attendance, incidence of risky behaviors and dropout rates;
- c. Identify specific needs of the children's families to be served. Provide current and specific cited data that strongly document each of those needs. Data sources may include, but are not limited to, poverty rates, literacy rates and education levels in the community.

2. Work Plan (30 Points)

Provide a description of the proposed program; specifically, how the program design links activities, content, and goals and objectives with the identified needs of the students, their families and the community. Include key elements of program design that are innovative or unique to the program's mission and goals, and are core to the program's overall design. Please address the following as they relate to the proposed program(s).

For all applicants:

- i. Describe the key features that are core to the program's overall design and demonstrate how the design elements will serve the diverse needs of all students being served. The applicant must address how students will travel safely to and from the program and their homes. Present evidence of success if drawing on existing models, or present research or other information that supports the efficacy of the proposed program design if the program design does not have a precedent. (5 points)
- ii. Using the identified needs, complete the Template for the **Statement of Goals, Objectives, Activities, and Performance Indicators (Appendix H)**. Clearly state the program's objectives, planned activities, timeline, and performance indicators and measures for each. Limit to one page per goal. (Duplicate form as needed). (5 points)

Complete section 2A if the application includes an ESD program. Complete section 2B if the application includes an SVP program. Complete both sections if the application includes

both components. If your proposal includes both components, the scores from sections 2A and 2B will be averaged.

2A. For applicants proposing an Extended School Day (ESD) program: 20 Points
<p>Grant recipients may use the ESD/SVP funds for programs conducted outside the regular school day to provide activities including, but not limited to, academic enrichment, art, music, drama, academic tutoring, mentoring, student leadership development, community service, recreation and related programs that will increase student achievement and contribute to school violence prevention.</p> <p>Explain how students will be recruited and retained in the program, and provide a plan on how attendance will be taken and how the proposed program activities will be aligned with the regular school day.</p> <p>Scoring Indicators:</p> <ul style="list-style-type: none">• Complete an Extended School Program Site Information (Appendix I) for each site of the proposed extended school day program;• Describe how the activities will be aligned and coordinated with the regular school day activities and how program staff will collaborate with school day teachers, administrators and other appropriate school day staff;• Describe procedures for taking attendance of individual students on a daily basis. Provide a plan for keeping student attendance by activity;• Describe plans for recruitment and retention of students in the program and expectations for regular attendance of students, based on research and best practice;• Describe how teachers, school administrators, students and parents have meaningful involvement in planning and design of the extended school day program. Include how students and parents will continue to have meaningful involvement in the planning and implementation of the program.

2B. For applicants proposing a School Violence Prevention (SVP) program: 20 Points
<p>Grant recipients may use funds for school violence prevention activities. They may include, but are not limited to, safe corridors, diversity programs, collaborative school safety activities with local law enforcement or community-based organizations, metal detectors, intercom systems and other intra-school communication devices and other devices to increase school security and the safety of school personnel and students, conflict resolution, peer mediation and social/emotional skill development, and other programs including comprehensive school-based intervention models. These programs should be consistent with the purposes for the school safety plans required by section 2801-a, of Education Law.</p>

Provide a description of how the proposed program will be consistent with the school safety plan(s), how key stakeholders have been and will continue to be involved with implementation, and how goods and services, and program activities enhance and support school safety.

Scoring Indicators:

- Describe plans for how the proposed program will be aligned with school safety plan(s) of the participating school district(s);
- Describe the equipment needs to ensure the safety of students, families, and staff;
- Describe how teachers, school administrators, students and parents have meaningful involvement in planning and design of the violence prevention program. Include how students and parents will continue to have meaningful involvement in the planning and implementation of the program; and
- Describe how the proposed program activities are coordinated with services currently being provided in the participating school district(s) and are coordinated with appropriate funding sources to ensure the efficient delivery of services.

3. Project Staffing and Management (25 points)

- a. Briefly describe all professional positions (full-time and part-time) that will be assigned directly to the project. Define role and scope of designated positions. If submitting multiple proposals for two or more geographically separate buildings, each proposal should identify internal controls for any overlapping personnel. (5 points)
- b. If the ESD/SVP activities take place in a school building, all staff must be trained in and familiar with the School Emergency Response Plan and emergency procedures. (5 points)
- c. Attach the current resumes for all full-time and part-time professionals, including instructional staff, to be assigned to the project. In the event staff has not been hired provide the position descriptions. The Project Director should have a minimum of a bachelor's degree with 3-5 years of program administration & management experience, experience in fiscal management and budgetary oversight, and experience working with extended school day and violence prevention programming. The Assistant Director or Coordinator should have a minimum of 1-3 years of program administration & management experience as well as experience working with extended school day and violence prevention programming. (5 points)
- d. Describe a management plan that will assure the effective completion of project activities, given the fiscal and other resources available. Consortium applicants should demonstrate collaboration in order to establish best practices among consortium partners; describe coordination and maintenance of all reports, student records, and fiscal transactions; describe how the consortium will provide leadership and programmatic oversight of each site. (MOUs for each member agency are to be submitted to NYSED and kept on file (it is recommended that the MOUs be submitted with the application; however, funding for project and work cannot commence prior to submission of MOUs from each consortium member institution.) The consortium management plan should also include the

organizational relationships between headquarters or the lead agency and each member institution. (5 points)

- e. Provide an organization chart that indicates the management structure of the program within the agency. Consortium applicants should provide an organization chart of the consortium arrangement. (5 points)

Scoring Indicators:

- Describe the provisions that have been made to access individual student records and share individual and aggregated student data for the purpose of program evaluation, as well as the parental consent process to be used in adhering to privacy protections;
- Describe how the program will meet the health, nutrition and safety needs of students as well as how students will travel safely to and from the program sites and home;
- Describe the plan to provide ongoing, relevant professional development for program staff that is directly aligned with the goals and objectives to promote quality programming, and school and district goals (Professional development may take place outside regular program hours); and
- Describe management structure and responsibilities of key staff positions and their recruitment.

4. Quality of Project Evaluation [10 Points]

Present a comprehensive program level evaluation plan that enables ongoing program assessment and quality improvement. Describe how evaluation is aligned with the goals, measurable objectives and the expected outcomes of the proposed program.

Scoring Indicators:

- Describe how the data and evaluation plan are aligned with the goals, measurable objectives and the expected outcomes of the proposed program; (3 points)
- Describe how information gained from the evaluation will be used to monitor progress and guide ongoing efforts for continuous program improvement; (2 points)
- Describe how the NYSAN Quality Self-Assessment Tool will be used for program implementation, planning for program improvement; (2 points)
- Identify and describe the qualifications of the external evaluator who will collect and analyze data to assess progress toward meeting the program's goals and objectives. (3 points)

5. Budget and Budget Narrative [20 Points]

This section will describe proposed expenditures that are appropriate, reasonable, and necessary to support the project activities and goals. The proposed budget (FS-10) should reflect all required components of the program. The expenditures must supplement and not supplant services currently supported by local expenditures of federal, state, or local funds.

Applicants must describe how the proposed expenditures are appropriate, reasonable and necessary to support the project activities and goals. For each budget category, describe how the costs are reasonable in relation to the number of children to be served, the services to be provided and the anticipated results and benefits.

A quality application will demonstrate:

- Program expenditures are reasonable and are primarily targeted to the provision of direct services to students;
- A system for tracking costs that are allocated specifically for the Extended School Day/School Violence Prevention Program is in place;
- The purpose of the allocation of funds in each budget category of the FS-10 budget form, how the budget reflects services to be provided, and the anticipated results and benefits; and
- Expenditures in the budget are within the limits (cost caps) established in this RFP.

FS-10 Budget

The grant award period will begin on July 1, 2016, and end on June 30, 2021. The initial project period will be July 1, 2016, through June 30, 2017. Applicants must submit an FS-10 budget with this application, for the project period of July 1, 2016, through June 30, 2017. The 12-month budget will be reviewed and scored.

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, including student transportation. Budgets must include travel and lodging for at least one staff person to attend one two-day professional development event each year, hosted by the State Education Department.

Please remember that travel costs for program employees, busing, field trips, and admission fees should be itemized under Travel Expenses; travel for consultants should be itemized under Purchased Services. Field trips should have an educational focus and a measurable outcome.

Note that grant funds cannot be used to purchase rewards and incentives for student participants, family members or staff, to purchase vehicles or facilities, or to support major remodeling or new construction.

XX. METHOD OF DETERMINING AWARD

NYSED will administer a peer review process of proposals that includes the following components:

- Screening of all proposals to verify eligibility for ESD/SVP funding and for priority points.
- Recruitment, selection and assignment of peer reviewers to ensure geographic diversity, confidentiality, and the avoidance of conflicts of interest.

Awarding of Funds to Applicants

- a. The Narrative Application scores will be determined by two reviewers. The narrative section is worth a total of 80 points.
- b. The budget and budget narrative of each application will also be reviewed and scored by both reviewers. The budget section of the proposal represents 20 points of the final score.
- c. The final score used for rank ordering the applications will be the average of the two reviewers' scores for the total of the narrative application and the budget/budget narrative.
- d. If, however, individual scores are more than 15 points apart, another reviewer will rate the application. The two scores mathematically closest to each other will be averaged for the final score unless the difference between the third review score and the first two are equidistant; in which case the third reviewer's score will solely be used.
- e. Applicants whose total score averages below 70 points on the 100 point scale of the proposal (for both program narrative and budget / budget narrative score combined) will not be eligible to receive an ESD/SVP award.

Priority Points:

Priority will be given to high-need public school districts as defined by districts ranked 1-4 on the Need/Resource Capacity Category Index (see Appendix J) In order for an applicant to receive priority, at least 50% of the districts included in the application must be on one of the priority lists.

Applicants can qualify for a maximum of 2 priority points based on the following criteria:

- A. Limited English Proficiency Points: Applicants will receive 1 priority point based on the School's three-year average Limited English Proficiency student percentage per student enrollment (See Appendix K)
- B. Persistently Dangerous Schools Designation: Applicants will receive 1 priority point if they appear on the 2015-16 Persistently Dangerous List using Violent and Disruptive Incident Reports (VADIR) data. <http://www.p12.nysed.gov/sss/ssae/schoolsafety/vadir/>

Applications will be ranked according to final total score (i.e from highest to lowest) in one of the following three geographic areas:

1. New York City
2. Big Four Cities (Buffalo, Rochester, Syracuse, Yonkers)
3. Rest of the State

Funds will be allocated to each geographic area as follows: 55% to New York City; 15% to the big four cities of Buffalo, Rochester, Syracuse and Yonkers; and 30% to the Rest of the State.

Placement of applicants into one of these groups will be based on the home district of the majority of students targeted to receive services, 2010 U.S. Census Bureau data, and will be made at the discretion of NYSED staff.

All applicants will be funded in rank order within each region until the funds are exhausted. In the event there are insufficient funds to fund the next ranked applicant in full, the next ranked applicant will be given the opportunity to operate a smaller program using the remaining funds

In the event of a tie score, the tie breaker will be the highest score on item 2, Work Plan.

If the scores are still tied, a second tiebreaker will be the highest score on item 1. Need for Program.

XXI. NOTIFICATION OF AWARD

All applicants will be notified in writing regarding the disposition of their proposal. Successful applicants will be informed of the amount of their award and the next steps in the Grant Contract process. Applicants of current programs not recommended to receive a Grant Contract will be notified in writing of the necessary actions needed to close their respective programs. Applicants not recommended for funding may request a summary of reviewer comments (see description in the Debriefing Procedures below).

Post Selection Procedures/ Contract Terms and Conditions;

Individual awards issued to not-for-profit lead applicant agencies under this grant proposal will require that the awardee enter into a grant contract. In addition to being signed by the awardee and NYSED Counsel, the contract will need to be submitted for review and approval by the NYS Attorney General and the Office of the State Comptroller. All provisions of this RFP are subordinate to the terms and conditions of the grant contract. The contents of this RFP, any subsequent correspondence related to final contract negotiations, and such other stipulations as agreed upon may be made a part of the final contract developed by NYSED. Successful applicants may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

XXII. Debriefing Procedures

All unsuccessful applicants may request a debriefing within five (5) business days of receiving notice of non-award from NYSED. Applicants may request a debriefing letter on the selection process regarding this RFP by submitting a written request to the RFP e-mail: ESDSVPRFP@nysed.gov.

A summary of the strengths and weaknesses of the application, as well as recommendations for improvement will be emailed back to the applicant within ten (10) business days.

XXIII. CONTRACT AWARD PROTEST PROCEDURES

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. Applicants must request a debriefing prior to initiating a Contract Award protest.
3. The protest must be filed within ten (10) business days of receipt of a debriefing. The protest letter must be filed with:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W EB
Albany, NY 12234

4. The NYSED CAU will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the applicant with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.
5. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

**XXIV. NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES
REGIONAL OFFICES**

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52 Washington Street, Room 261 West
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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: mwbecertification@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)

Appendix B

GENERAL ASSURANCES

- 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.

Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before SED may approve a request for Assignment of Contract

During the term of the Contract, should SED receive information that a person is in violation of the above-referenced certification, SED will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then SED shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SED reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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. Rev. 6/4/13

APPENDIX C

STATEMENT OF ASSURANCES

As Chief School Officer or Chief Executive Officer, I have signed the cover page assuring that the school district and/or each participating agency provider will operate according to Education Law § 2814.

Specifically, I assure the school district and/or the eligible entity will:

1. Be an eligible grant recipient as defined by statute;
2. Receive and administer the grant funds and submit the required reports to account for the use of grant funds;
3. Require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
4. If applying as lead applicant agency for a consortium, be an active member of the consortium, except where SUNY or CUNY Research Foundations are the fiscal agent.
5. Not act as a flow-through for grant funds to pass to other recipients. NYSED has established a minimum level of direct service of 15% to be provided by the fiscal agent.
6. Not sub-grant funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.
7. Be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each partner plans to participate.
8. The program will satisfy the following requirements if operating an ESD program:
 - Serve children within the range of grades Pre-K-12;
 - Operate outside the regular school day; programs may operate before or after school, on Saturdays, Sundays and/or during the summer;
 - Operate for a minimum of two hours a day; for at least 3 days per week;
 - Provide extracurricular enrichment activities including but not limited to athletics, academic enrichment, art, music, drama, academic tutoring, mentoring, community services and related programs that will increase student achievement and contribute to school violence prevention; and
 - Serve a minimum of 50 children.