



Charter Schools Institute

NEW YORK STATE CHARTER SCHOOL STIMULUS FUND GRANTS

Application for Facility Financing and Start-Up/Implementation Grants

Request for Proposal T002xxx

DRAFT Release Date: December 2, 2011

All New York State Charter Schools that meet the application criteria are eligible to reply to this Request for Proposal (RFP), regardless of authorizer. Specifically, the State University of New York (SUNY) is accepting applications in response to this RFP from qualified charter schools authorized by SUNY, the Chancellor of the New York City School District, the Board of Regents/New York State Education Department and the Buffalo Board of Education for expenses associated with: 1) the acquisition, renovation or construction of school facilities; or 2) start-up or implementation needs of the charter school. Facility proposals from schools that have a demonstrated record of positive student outcomes or that demonstrate compelling need for the facility project, both as outlined in this RFP, will receive a priority in the scoring.

**STATE UNIVERSITY OF NEW YORK
SYSTEM ADMINISTRATION
STATE UNIVERSITY PLAZA, ALBANY, NY 12246**

REQUEST FOR PROPOSAL

<u>Proposal Number</u> T002xxx	<u>Draft Dated</u> December 2, 2011	
<u>Description</u> NYS Charter Schools Stimulus Fund Grants <i>Facility Financing Grant Maximum: \$100,000</i> <i>Start-Up/Implementation Grant Maximum: \$50,000</i>	<u>Contract Period</u> July 1, 2011 through August 31, 2012	
<u>Due Date and Time (EST)</u> January 3, 2012 5:00 p.m.	<u>Location of Grantor</u> State University of New York Charter Schools Institute 41 State Street, Suite 700 Albany, New York 12207	
<u>Designated Contact(s)</u> Maureen Murphy Director of School Accountability State University of New York Charter Schools Institute Maureen.Murphy@suny.edu	<u>Package Contains</u> Part 1: General Information Standard Contract Clauses Exhibit A, Standard Contract Clauses Exhibit A-1, Affirmative Action Clauses Exhibit B, Vendor Responsibility Questionnaire Part 2: Program Description and Instructions Budget Forms Scoring Rubric Grant Management & Payment Instructions	Pages 2-7 Pages 8-10 Pages 11-12 Pages 13 Pages 14-25 Pages 26-36 Pages 37-41 Pages 42-43

PART 1: GENERAL STANDARD INFORMATION AND INSTRUCTIONS

A. Grant Proposal Submission

When submitting a grant proposal, you must:

1. Prepare a clearly readable document. Attach all required information, and if necessary attach separate documents and/or explanation.
2. Indicate any deviations from the specifications and if necessary attach separate documents and/or explanation.
3. **Sign the grant proposal.** By signing you indicate full knowledge and acceptance of this RFP including Exhibits A, A-1 and all other Exhibits. The proposal must be completed in the name of the Proposer (school), corporate or otherwise, and must be fully and properly executed by an authorized person. (Note that Proposers are sometimes referred to herein as “Contractors” or “Vendors” as schools awarded grants will enter into a contract with SUNY.)

4. **Submit three (3) complete grant proposals, one of which must have original signatures.** Proposals should be sealed and submitted as specified. Proposals are to be addressed to:

Jordan Lohre
Business Operations & Procurement
State University of New York
State University Plaza
Albany, New York 12246

Due Date and Time (EST)
January 3, 2012 5:00 p.m.

5. Proposals should be assembled in the following order:

1. Cover sheet
2. Statement of Assurances
3. Narrative, including budget pages
4. Attachments or supporting documentation clearly numbered.

6. **Eligible schools may only apply for ONE of the two grant options, Facility or Start-Up/Implementation.** If both types of grant are applied for both proposals will be rejected. Proposals should be received in the Office of Operations & Procurement by the due date and time. Applicants mailing proposals must allow sufficient time to ensure receipt of proposals by the time specified. Electronically transmitted proposals will **not** be accepted.

B. Affirmative Action Policy

To the extent required by Article 15 of the New York Executive Law (also known as the Human Rights Law) and all other New York State ("State") and Federal statutory and constitutional non-discrimination provisions, contractors will not discriminate against any employee or applicant for employment, because of race, creed, color, gender, national origin, sexual orientation, age, disability, genetic predisposition or carrier status or marital status.

Contractors further agree that they 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

In keeping with this policy, SUNY mandates compliance internally and for all organizations with which it conducts business. The determination of contract award will include a review of evidence supplied by each Proposer regarding compliance with the State's Affirmative Action policy. Accordingly, a Proposer's proposal must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

C. Proposal Confidentiality

All proposals submitted for the SUNY's consideration will be subject to the State's Freedom of Information Law (FOIL) (Article 6 of the New York Public Officers Law). Any resulting contract is also subject to disclosure under FOIL. Therefore, if a Proposer believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL, the Proposer shall submit with its proposal a separate letter addressed to: *Jennifer LoTurco, Records Access Officer, State University of New York, State University Plaza, Albany,*

New York 12246, specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter with its proposal identifying trade secrets will constitute a waiver by the Proposer of any rights it may have under subdivision 89(5) of the Public Officers Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Proposer may be subject to disclosure by SUNY or if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

D. Minority and Women-owned Business Enterprises

It is the policy of the State and SUNY to provide for the meaningful participation of minority-owned business enterprises (MBEs) and women-owned business enterprises (WBEs) in all contracts associated with this RFP, and to provide equal employment opportunities (EEO) for minorities and females in the work force of all State and Federally assisted and/or funded project and/or contracts. This policy requires SUNY to implement an affirmative action program and to develop project specific MBE/WBE and EEO program goals in the performance of any work. MBEs and WBEs will be afforded a full opportunity to submit qualifications in response to this RFP and will not be discriminated against on the basis of race, color, sex or national origin. The goals for this RFP are 3% MBE, 3% WBE, 10% Minority and 10% Women for work force participation (EEO).

E. Determination of Vendor Responsibility

State procurement law requires that State agencies award contracts only to responsible contractors. Additionally, the New York State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under New York State Finance Law (SFL) Section 112. SFL Section 163 requires that contracts for services and commodities be awarded on the basis of lowest price or best value “to a responsive and responsible offerer.” SFL Subdivision 163(9)(f) requires that prior to making an award of a contract, each contracting agency shall make a determination of responsibility of the proposed contractor.

In accordance with these procurement laws, SUNY will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business. In doing so, Proposers are required to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Proposers opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or you may contact the designees above for the paper version of the Vendor Responsibility Questionnaire.

F. Requirements of New York State’s Recycling Program

In accordance with the provisions of Subdivision 165(3) of the SFL, SUNY is required to purchase recycled products, if available, made with recycled content in accordance with rules and regulations established by the New York State Department of Environmental Conservation in development of that agency’s Recycling Emblems Program. If the cost of a recycled product does not exceed the cost of a product made without recycled content by 10% (or by 15% if over 50% of the recycled materials are generated from the State waste stream), the recycled product must be purchased.

G. Omnibus Procurement Act of 1992

It is the policy of the State to maximize opportunities for the participation of State business enterprises including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of State subcontractors and suppliers and a directory of minority and women-owned business enterprises is available from:

Empire State Development
Division of Minority and Women Business Development
30 South Pearl St.
Albany, NY 12245
Phone: 1-800-782-8369
www.nylovesmwbe.ny.gov/

H. Information Security Breach and Notification Act

Contractor shall comply with the provisions of the State Information Security Breach and Notification Act (New York General Business Law Section 899-aa and New York State Technology Law, Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of contractor's agents, officers, employees or subcontractors.

I. Vendor Debriefing

Upon notification of the selection and award of a contract, unsuccessful Vendors are entitled to, and shall receive, upon request, a debriefing of the results of their response to this RFP.

J. Prohibition against Assignment

Except with the assignment of its right to receive payment subject to Article 5-A of the State Finance Law, the Vendors(s) selected to perform the services herein will be prohibited from assigning, transferring, conveying or disposing its rights, title or interest in the contract to be awarded without the prior written consent of SUNY. Provided however that SUNY may with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of the contract if the Vendor verifies to SUNY that the assignment, transfer, conveyance, sublease or other disposition is due to, but not necessarily limited to, a reorganization, merger or consolidation of its business or enterprise. SUNY retains the right, as provided in Section 138 of the State Finance Law to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract by the Vendor.

K. Additional Terms and/or Conditions

1. The following items will be incorporated into, and made part of, the formal Grant Award Agreement (the "Agreement"): (1) SUNY's RFP; (2) your Successful Grant Proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses.
2. In the event of any inconsistency in or conflict among the document elements of the Agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) the Agreement; (3) this RFP; and (4) the Successful Grant Proposal.

3. Any terms that are attached or referenced with a submission shall not be considered part of the proposal, but shall be deemed included for informational purposes only.
4. The resulting Agreement shall be binding upon its execution by both parties and, if required by State law, upon the approval of the New York Attorney General and Office of State Comptroller.
5. The Agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required by New York State law, approved by the New York Attorney General and Office of State Comptroller.
6. The relationship of the Successful Proposer to SUNY shall be that of independent prime contractor.
7. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
8. Proposed prices should reflect all discounts including educational discounts.
9. In the event Successful Proposer uses partners, subcontracts or subcontractors, the Successful Proposer will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFP. For the resulting Agreement, the Successful Proposer will be the prime contractor.
10. The submission of a Proposal constitutes a binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of 120 days after the deadline for Proposal submission and will continue thereafter until the Successful Proposer notifies SUNY otherwise, in writing. Such deadline may be further extended by mutual agreement.
11. SUNY will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to this RFP.
12. This RFP and the resulting contract shall be governed by the Laws of the State of New York.
13. Public announcements or news releases regarding this RFP or any subsequent award of a contract must not be made by any Proposer without the prior written approval of SUNY.
14. The Successful Proposer is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and states where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Proposer shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
15. In the event the Successful Proposer is required to be reimbursed for travel, Proposer shall be reimbursed at lesser of actual costs or the Internal Revenue Service mileage reimbursement rate, or the applicable federal domestic per diem amounts in effect at the time the travel occurs. Per diem rates are available at:
http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2009&contentType=GSA_BASIC&contentId=17943&queryState=New+York&noc=T .
16. Indemnification - The Successful Proposer shall hold harmless and indemnify SUNY and New York State, their officers and employees from and against any injury, damage, loss or liability to persons or

property resulting from or arising out of (a) the agreement, and (b) the acts, omissions, liabilities, or obligations of the Successful Proposer, any affiliate, or any person or entity engaged by the Successful Proposer as an expert, consultant, independent contractor, subcontractor, employee or agent.

17. Liability - The Successful Proposer will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Proposer will impose any liability or duty whatsoever on SUNY or New York State including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

L. SUNY reserves the right to:

1. Reject any and all proposals received in response to this RFP and/or make no award.
2. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
3. Request references and to contact any or all references.
4. Waive requirements or amend this RFP upon notification to all proposers. Mandatory requirements may be eliminated if unmet by all proposers.
5. Adjust or correct cost or cost figures with the concurrence of the Proposer if mathematical or typographical errors exist.
6. Negotiate with Proposers responding to this RFP within the requirements necessary to serve the best interests of SUNY.
7. Begin contract negotiations with another Proposer in order to serve the best interests of SUNY, should SUNY be unsuccessful in negotiating a contract with the Successful Proposer within an acceptable time frame.
8. Reject any or all portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
9. Request clarifications from Proposers for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Proposers determined to be susceptible to being selected for contract award, prior to award.
10. Advise Vendor of an objectionable employee(s).
11. Terminate agreement with thirty (30) days written notice for: (i) unavailability of funds; (ii) cause; (iii) convenience, or (iv) in the event that the Proposer does not comply with any applicable New York State law or requirements.
12. Waive minor irregularities.

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "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. **PROHIBITION AGAINST ASSIGNMENT** Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, if this contract is for (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing or (vii) goods for state university health care facilities, including contracts for goods made with joint or group purchasing arrangements, approval by the New York State Office of the Comptroller ("OSC") shall not be required.

(b) OSC approval is required for all other services contracts where (i) the contract is not listed in Section (3)(a) above and is made by a State University campus or health care facilities certified by the Vice Chancellor and Chief Financial Officer and the contract's value exceeds \$250,000; (b) the contract not listed in Section (3)(a) above and is made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer and the contract's value exceeds \$50,000; (c) the contract not listed in Section (3)(a) above and is made by a health care facilities not certified by the Vice Chancellor and Chief Financial Officer and the contract's value exceeds \$75,000; (d) if this is an amendment for any amount to a contract not listed in Section (3)(a) above and as so amended, exceeds the statutory amounts, (e) 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 SUNY until it has been approved by the State Comptroller and filed in the Comptroller's office.

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, Contractor will not discriminate against any employee or applicant for

employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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 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 SUNY of any SUNY-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 on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief 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 it to SUNY a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections

2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies 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, 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 SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **Federal Employer Identification Number and/or Federal Social Security Number.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to SUNY must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 SUNY 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 SUNY 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 New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In accordance with Section 312 of the Executive Law, 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:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, 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

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", 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; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 Governor's Office 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 Exhibit A, the terms of this Exhibit 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 State Finance Law §165 (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 Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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 Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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(5) of the 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
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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 SUNY;

(b) The Contractor has complied with the Federal Equal Employment 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 Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, 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, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to

determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. 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.

26. 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 SUNY 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 SUNY determines that such action is in the best interests of the State.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

27. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

28. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

1. DEFINITIONS. The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an 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.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement providing for a total expenditure in excess of \$25,000 for construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a Contractor and any individual, partnership, corporation, or not-for-profit corporation, in which a portion of a Contractor's obligation under a State Contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon for the beneficial use of Contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be

divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, (\$3,500,000.00) as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE OR BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the DMWBD for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. TERMS. The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State

Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and 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; (ii) 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; (iii) At the request of the University 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, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Except for construction Contracts, prior to an award of a State Contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State Contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency. If Contractor fails to provide a staffing plan, or in the alternative, a description of its entire work force, the University may reject Contractor's bid, unless Contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

(e) After an award of a State Contract, the Contractor shall submit to the University a workforce utilization report, in a form and manner required by the agency, of the work force actually utilized on the State Contract, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the University.

(f) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(g) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(h) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(i) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of New York State Department of Economic Development, Division of Minority and Women Business Development (DMWBD) shall provide a contracting agency with a model plan of an affirmative action program.

(j) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

2. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority- and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

3. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such

dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

4. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

5. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project

to another for the sole purpose of achieving goals for minority and women's participation.

(b) **GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION.** For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of ____ percent (____%) for Certified Minority-Owned Business Enterprises and ____ percent (____%) for Certified Women-Owned Business Enterprises.

6. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

7. DAMAGES FOR NON COMPLIANCE. In the event that the Contractor willfully or intentionally fail to comply with the minority and women owned enterprises participation requirements set forth in the regulations promulgated by the DED as it applies to this State Contract, the Contractor shall be liable to pay to the University as COMPENSATORY DAMAGES, NOT AS PENALTY a sum of money to cover the actual cost incurred by the University for personnel, supplies and overhead for establishing, monitoring, and reviewing minority and women owned business enterprise programmatic goals and affirmative action and equal opportunity in connection with this State Contract. The University may deduct and retain out of the monies which may become due hereunder to the Contractor the amount of any such liquidated damages and, in case the amount which may become due to the Contractor under the provisions of the Contract may be less than the liquidated damages suffered by the University, the Contractor shall pay the difference, upon demand, to the University.

demand, to the University.

SUNY System Administration Vendor Responsibility Questionnaire

Within the past five years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of: (Check any that apply. If "yes", describe using additional pages.)

1. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business-related conduct constituting a crime under local, state or federal law? yes no
2. A federal, state, or local government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? yes no
3. Any federal or state determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful"? yes no
4. A consent order with NYS Department of Environmental Conservation, or a federal or state enforcement determination involving a construction-related violation of federal or state environmental laws? yes no

Within the past three years has any individual serving in a managerial or consulting capacity to your firms, including owners and officers served as: (Check any that apply. If "yes", describe using additional pages.)

1. An elected or appointed public official or officer? yes no
2. A full or part-time employee in a NYS agency, as a consultant in their individual capacity to any NYS agency? yes no
3. An officer of any political party in NYS, paid or unpaid? yes no

CERTIFICATION: The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding a procurement, award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine or up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Signature of Officer

Name of Business

Title

Date

PROGRAM DESCRIPTION

Charter Schools Stimulus Fund Grants

The Charter Schools Institute (the “Institute”), acting for the Board of Trustees of the State University of New York (the “SUNY Trustees”), is authorized to accept proposals for grants connected with charter school Facility Funding and/or Start-Up/Implementation. These grants, which are funded through State funds, are described in detail below.

I. BACKGROUND

Pursuant to a 2011-12 State budget appropriation, SUNY, in accordance with State Finance Law section 97-sss may receive funding for the development, implementation, and operation of charter schools. \$3.1 million of these grants, known as Charter Schools Stimulus Fund (“SSF”) grants, should be available to the SUNY Board of Trustees to award to eligible charter school applicants regardless of authorizer. In a previous RFP, T002196, issued on July 20, 2011 the SUNY Trustees awarded approximately \$2.2 million to charter schools in New York State leaving approximately \$940,000 to be awarded under this RFP.

No school that received either a facility or a technology grant pursuant to the July 2011 RFP is eligible for a grant under this RFP. In addition, no school that has received more than \$350,000 of SSF funds at any time prior to 2011-12 is eligible to apply.

II. PERMISSIBLE USES

A. Facility Financing

The Institute acknowledges that financing options for facilities for charter schools are limited, and therefore proposes to use the majority of the available grant funds to pay for certain costs associated with the acquisition, renovation, or construction of school facilities with certain restrictions on leasehold improvements. As set forth below, a school that does own a facility or has not executed a lease or memorandum of understanding (MOU) that extends at least three (3) years beyond the end of the grant period will not be an eligible applicant. Therefore, any leasehold improvement projects proposed by schools that do not meet the foregoing criteria will not constitute permissible uses of funds. In addition, ***no school that received a facility or technology grant pursuant to the July 2011 RFP is eligible for a grant under this RFP.***

The Institute will prioritize facility proposals from schools serving any of grades 3-12 that have a demonstrated record of positive student outcomes as outlined in this RFP on page 23. Three (3) bonus points (out of 100 total points) will be added to Proposals that successfully address this priority. Schools not serving any of grades 3-12, or that serve those grades but their students do not take State assessments in English language arts or mathematics, may earn three (3) bonus points (out of 100 total points) by demonstrating compelling need for their facilities projects as outlined in this RFP on page 23.

Examples of appropriate expenses that a Facility Financing Grant can cover include:

- Using funds to obtain or improve financing terms related to an identified facilities project;
- Construction and/or renovations of a school-owned facility including electrical and information technology (IT) wiring installation or upgrades;
- Leasehold improvements of a leased school facility where the school has an executed lease or MOU for at least a three (3) year term beyond the grant period including electrical and IT installation/upgrades (*please see restrictions below regarding the use of funds for improvements to buildings owned or operated by the New York City Department of Education (NYCDOE)*);
- Renovation of a facility (owned by the school or utilized under a lease or MOU that extends for three (3) years beyond the grant period) to alter the design and/or floor plan to meet the requirements of the charter school, or to conform to State Education Department or local building codes, or for compliance with the Americans with Disabilities Act;
- Down-payment on the purchase of a facility;
- “Soft” facility expenses such as architectural fees, environmental surveys etc. (for a facility owned by the school or utilized under a lease or MOU that extends for three (3) years beyond the grant period);
- Installation of new windows, security system, etc.; and
- Asbestos abatement.

B. Start-Up/Implementation Grants

The Institute also acknowledges that charter schools may have compelling implementation and start-up needs that cannot be funded or funded fully by other grant sources, or through school district payments to the charter school. ***Only schools opening in the fall of 2012 AND who have not previously received a SSF start-up or implementation grant (at any time) OR a facility OR a technology grant pursuant to the July 2011 RFP are eligible to apply.***

Examples of appropriate expenses that a Start-Up/Implementation grant can cover include:

- Curriculum or program development; *e.g., linking the curriculum to the State standards; refining the special education program; or developing the curriculum for Limited English proficient/English language learners/English as a second language (LEP/ELL/ESL) students;*
- Professional development for board members, teachers and other staff;
- Refinement of desired educational results and the methods for measuring progress toward achieving those results;
- Acquisition of equipment and educational materials and supplies;
- Costs associated with implementing a school’s operating systems, such as payroll, accounting, or attendance, including the purchase or development of computer software to automate these functions;
- Pre-opening salaries and benefits;

- Matching against other available grants or loans;
- Other initial costs that cannot be met from other state or local sources.
- Costs associated with school expansion e.g., adding grades, hiring teachers, providing educational materials, purchasing classroom furniture, and other associated costs;
- Targeted Assistance Programs; and
- Employee salaries and benefits related to the proposed project.

III. ELIGIBLE APPLICANTS

A. Facility Financing AND Start-Up/Implementation Grants

Charter schools authorized by SUNY, the Chancellor of the New York City School District, the Board of Regents/New York State Education Department and the Buffalo Board of Education are eligible to apply.

Restrictions:

- Schools that have received more than \$350,000 of SSF funds at any time prior to 2011-12 are NOT eligible to apply.
- Schools that received an award already in 2011-12 as part of RFP T002196 are NOT eligible to apply.
- If a proposal recommends or describes any activity that is illegal or not permitted by the Charter Schools Act, the entire proposal may be excluded.
- At the time that the RFP is due, the award is made, or the contract is executed, an eligible school cannot be:
 - a) on probation;
 - b) in violation of a corrective plan; or
 - c) planning to or required to cease operations at the end of the current school year.
- If a school has provided instruction, the school must be a “Charter School in Good Standing” according to the State Education Department’s School Accountability Report, which indicates that the school has not failed to make adequate yearly progress (AYP) for two successive years under the federal No Child Left Behind Act of 2001, as amended (NCLB).
- Applicants must either hold a charter by the final date for submission or must have had a charter application approved by its charter entity and that charter entity must have submitted the proposed charter to the Board of Regents by the final date for submission. In the event that an SSF grant is awarded but a charter does not follow within 145 days from the date of submission to the Board of Regents, the Institute will rescind the grant and award a SSF grant to the Proposal with the next highest score.

B. Start-up and Implementation Grants Additional Requirements

Eligible applicants are limited to those schools planning to open in 2012.

- Previous recipients of start-up and implementation grants (regardless of when received) are NOT eligible to apply.

C. Facility Financing Additional Requirements

Only schools located or to be located in facility space owned by the school or utilized under a lease or MOU that extends three (3) years beyond the end of this grant period are eligible to apply. Such schools located in or that will be located in leased space must produce a lease agreement with the grant proposal indicating the school will remain in the space referred to in the proposal for a minimum of three (3) years after the date of the end of the grant period (through August 31, 2015).

- Charter schools located in or planning to be located in public school buildings owned or operated by the NYCDOE must include with the proposal at minimum an executed MOU containing the same terms as a lease that would permit the school to occupy the facility space for at least the minimum term.
- In addition, for Facility Financing grants that would involve leasehold improvements in facilities owned or operated by the NYCDOE with an estimated value of over \$5,000 that would constitute “capital improvements or facilities upgrades” for purposes of Education Law §2853(3)(d), the applicant must have secured a letter from the NYCDOE stating that the Chancellor of the New York City School District approves of the expenditure by the charter school and will provide matching funds to all other district (non-charter) schools in the facility per the requirements in the Charter Schools Act. *Applications of this type that receive an award will have until March 1, 2012 (no extension possible) to produce such a letter or will be deemed ineligible and no longer capable of receiving 2011-12 grant funds.* In addition, SSF funding cannot be used to pay NYCDOE matching funds or to fund improvements for other schools in NYCDOE space or for common space.

IV. ESTIMATED AWARD AMOUNTS

These estimates are projections for the guidance of potential applicants and are not guarantees of award amounts or the number of grant awards to be made. Proposals for amounts in excess of the maximum amount will be treated as requests for the maximum amount available. **Note: Applicants may apply in ONLY ONE grant category, Facility Financing OR Start-Up/Implementation.**

A. Facility Financing Grants - It is anticipated that approximately \$500,000 will be awarded.

Grants for facility projects are available in amounts up to \$100,000.

B. Start-Up/Implementation Grants - It is anticipated that approximately \$440,000 will be awarded.

Grants for Implementation and Start-Up projects are available in amounts up to \$50,000.

V. PROGRAM PERIOD

The program period will be July 1, 2011 through August 31, 2012. Awards will be approved by the SUNY Trustees' Education, College Readiness and Success Committee as part of the January or March 2012 Board of Trustees meeting schedule. Please note that all billings must be received by September 7, 2012.

VI. METHOD OF AWARD

Completed proposals for SSF Grants will be reviewed by a Grant Review Panel, which may include Institute staff and may include consultants with charter school experience. Each proposal will be scored on a 100-point scale as outlined in the Project Narrative. The Grant Review Panel, at its discretion, may recommend less than the amount requested based upon its review of the proposal and the availability of funds. All recommendations made by a Grant Review Panel are subject to approval by the SUNY Board of Trustees or its designee.

Applications will be scored and ranked by order of total score. The highest ranked application will be funded in full. All other subsequent applications rated in a descending order but which has a combined score of over 75 will be funded until all the funds allocated for this RFP are completely exhausted. If two or more bids are tied, SUNY reserves the right to prioritize the allocation of awards in whole or in part by considering factors such as Grantee's prior receipt of SSF grants in previous years or other pertinent information that may be relevant to make such determination. To assist applicants in submitting a clear and compelling proposal, the reviewer scoring rubrics are attached to this RFP.

If funds are still available in either grant category after all awards are made, SUNY reserves the right to use those funds for additional awards in the other category or to carry them over to another grant cycle.

Submission of a grant proposal does not guarantee a full or partial award. Decisions concerning whether a grant is awarded, or the amount of the grant, are final and not subject to appeal or review.

VII. POST AWARD PROCEDURES

Grants awarded by the Institute under provisions of this RFP will be administered by The State University of New York at System Administration. Grantees will be required to comply with all mandated New York State fiscal and administrative requirements.

In order to receive funding, a formal contract agreement outlining program and fiscal responsibilities and obligations will be executed between the Grantee and SUNY.

Grantees **may request** up to a 20% advance payment upon the execution of the contract agreement and must send the Institute invoices for the balance of the grant and account for any funds advanced to the Grantee. Grantees will be required to submit detailed fiscal records demonstrating how all grant funds were used. All grant funds must be accounted for by the termination of the award period. Financial and program activities conducted by grantees are subject to audit by the Institute or its designee.

INSTRUCTIONS FOR APPLYING FOR SSF GRANTS

1. All grant applicants must address and fully answer Project Narrative Items in the SSF Grant Proposal Form and adhere to all requirements described in this RFP.
2. All applicants must complete and attach a proposed budget in the form provided at the back of this grant proposal kit. An Excel™ version of the budget forms can be found on the Institute's website at: <http://www.newyorkcharters.org/schoolsGrantOpps.htm>. Each proposed expenditure must be listed with the required description in the appropriate category provided. Applicants requiring additional room may attach blank pages to this form following the same format. Where a budget indicates the intent to hire a consultant, the resume or brochure for such consultant must be attached. Each budget item identified in the budget should be more fully described in the Project Narrative.
3. All grant applicants must sign and have notarized the statement of assurance. A member of the board of trustees of the school or an officer of the school with proper authority can sign on behalf of the charter school.
4. A complete proposal must contain the following in the order set forth below:
 - ✓ the cover page
 - ✓ the signed and notarized statement of assurances
 - ✓ the project narrative following page maximum requirements
 - ✓ the budget utilizing forms in the RFP
 - ✓ relevant attachments (clearly numbered and referenced in the narrative)
5. One (1) original and two (2) copies, three (3) total, of the proposal should be submitted to:

Jordan Lohre
Business Operations & Procurement
SUNY Systems Administration
State University Plaza
Albany, New York 12246

6. Date and Time Deadline:
January 3, 2012 5:00 p.m.

CHARTER SCHOOLS STIMULUS FUND GRANT PROPOSAL

State University of New York Charter Schools Institute

DUE: **January 3, 2012 5:00 p.m.**

Cover Page

Charter School Name: _____

Charter School Address: _____

Charter School Telephone: _____

Charter School Federal Tax ID#: _____

School District of Charter School Location: _____

Charter School Authorizer: _____

Grades Served & Enrollment 2010-2011 school year: _____

Anticipated Grades Served & Total Enrollment 2011-2012 school year (if applying for a start-up/implementation grant enter in your anticipated 2012-2013 enrollment): _____

TYPE OF GRANT:

Facility Financing Grant Amount: _____

Start-Up/Implementation Grant Amount: _____

GRANT APPLICATION CONTACT INFORMATION:

Please provide the Charter Schools Institute with contact information for an individual who can provide answers to any questions that may arise during the application review process.

Contact Person Name: _____

Contact Person Title: _____

Contact Person Telephone Number: _____

Contact Person Email Address: _____

CHARTER SCHOOLS STIMULUS FUND GRANT PROPOSAL

STATEMENT OF ASSURANCES

(Duplicate as needed)

I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the entity named below has authorized me as its representative. 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, rules and regulations, application guidelines and instructions.

The undersigned also certifies that at the time that the RFP is due, if the school has opened, that the school is a "Charter School in Good Standing" according to the State Education Department's School Accountability Report, which indicates that the school has not failed to make adequate yearly progress (AYP) for two successive years under the federal No Child Left Behind Act of 2001 (NCLB). Also, the undersigned certifies that the school is not: a) on probation or in receipt of a notice of revocation, or b) in violation of a corrective action plan, or c) planning to or required to cease operations at the end of the current school year.

The undersigned fully understands that if any of the information contained herein is found to be untrue, inaccurate or deliberately misrepresented, or if the charter school fails to adhere to any of these assurances, that may be grounds for the termination of this grant award and/or the immediate re-payment of any monies that may have been awarded.

APPLICANT(S) REPRESENTING AN EXISTING CHARTER SCHOOL:

Name of Charter School

Applicant: Print/Type Name

Applicant: Title

Applicant: Signature

Sworn to me this ____ day of _____ 200__ _____ Notary Public

CHARTER SCHOOLS STIMULUS FUND GRANT PROPOSAL

FACILITY FINANCING or START-UP/IMPLEMENTATION GRANTS

(100 Points Available)

Due: January 3, 2012 5:00 p.m.

PROJECT NARRATIVE

All Applicants for a Facility Financing or Start-Up/Implementation Grants **MUST** address the following items.

Brief abstract describing the overall project(s) (0 points).

Please summarize the school's proposal in a maximum of **one or two sentences**. This summary will be used by Institute staff to describe the school's proposal to interested parties.

1. Need for the Project(s) – maximum 5 pages (25 points).

A. Identified Need(s) (7 points)

The proposal should provide a detailed description of the need(s) to be addressed by the project(s), their magnitude or severity and how the project(s) is expected to successfully address the identified need(s).

B. Need(s) Assessment (10 points)

The proposal discusses the need(s) assessments process the school conducted to identify particular need(s). Included is both the qualitative and quantitative information that support the need(s) for the project(s).

C. Lasting Impact (5 points)

Facility:

The proposal includes evidence that the need(s) for these project(s) will strengthen the school's ability to remain in the facility long term and will have a lasting impact on the school and it's students.

Start-Up / Implementation:

Proposal includes evidence that the need(s) for the project(s) will strengthen the school's ability to start-up, on time, and have a lasting impact on the school's short-term viability.

D. Bonus (3 points)

Facility:

- i. If the school does not instruct students in any of the grades 3-12 or does instruct students in those grades but has not yet generated any State assessment data in English language arts or mathematics AND the school demonstrates need well enough to score 'significantly compelling' or 'compelling' in each of the previous three categories, the school is eligible for this Bonus.
- ii. If a school has provided instruction in grades 3-8 and has generated State assessment data in English language arts and mathematics, the school must have performed at least as well as expected on the 2010-11 State assessments, when compared to similar State public schools with like percentages of federal Free-Lunch Program eligible students as determined by the Institute's regression analysis (results posted on the Institute's website at: www.newyorkcharters.org/regression.htm).
- iii. If the school has provided instruction in high school grades for more than one school year, the school must provide evidence (no longer than one page in length) that it has fostered student achievement toward timely graduation or success in college or career. Evidence could include: pass rates on Regents' exams; graduation rates; percentages of students taking the PSAT, ACT or SAT; and/or demonstration of the existence of systems to support college admission and track matriculation. For high schools serving at-risk student populations this could include evidence of attendance and retention rates exceeding district averages, completion of mentorship or vocational training programs.
- iv. If the school has provided instruction in any of grades 3-12, but its students are not assessed using the State assessments, the school must provide evidence (no longer than one page in length) that its students have made progress with respect to the aptitude measures or goals set forth in its charter and has established an environment of high expectations for students and faculty. This could include internal or nationally-normed student assessment results that would indicate measurable progress and preparation for career or succeeding grade levels.

Start-Up / Implementation:

If the school demonstrates need well enough to score 'significantly compelling' or 'compelling' in each of the previous three categories on page 22: **Identified Need(s); Need(s) Assessment; and Lasting Impact.**

2. Project(s) Design – maximum 5 pages (20 points).

A. Goals & Objectives (6 points)

The proposal provides and details specific and measurable outcome-based goals and objectives for the project(s). The proposal will also explain how these goals and objectives are tied to and would fulfill the identified need(s) described in section 1 above.

B. Expected Outcomes (6 points)

Proposal provides the results and benefits of each goal. Justification is provided why the goals and objectives in 2A are the best solutions to meet the need(s) of the school.

C. Project(s) Evaluation (8 points)

Proposal details specific evaluation methods that will be used while the project(s) is/are being performed and demonstrates how these grant funds will strengthen successful elements of the school's academic program and/or mission.

3. Project(s) Activities – maximum 5 pages (30 points).

A. Project(s) / Work Plan (10 points)

Proposal describes in detail specific project(s) activities and ties the activities to the goals and objectives and need(s) of the school.

B. Implementation Plan (8 points)

Proposal provides a plan that demonstrates the school has carefully and realistically planned for the implementation of the proposal. The plan should identify pending contingencies to completion, including the need for additional financing.

C. Project(s) Timeline (6 points)

Proposal includes a step-by-step description of project(s) phases and a proposed date of completion for each phase. The timeline should conform to the requirement that grant funds must be expended within the grant period, as well as take into account typical delays.

D. Capacity / Structural Feasibility (6 points)

Proposal details the individual(s) responsible for overseeing the completion of each phase of the project(s) and demonstrates the school has the capacity to take on such project(s) and staffing is feasible.

4. Project(s) Budget – maximum 5 pages (not including budget forms) (20 points).

A. Fiscal Reasonableness (5 points)

Proposal includes evidence that the school has performed due diligence to ensure a cost-effective expenditure of grant funds and that the project(s) will be conducted in an economically efficient manner.

B. Fiscal Feasibility (5 points)

Proposal demonstrates that the project(s) is financially feasible by including evidence that additional financing (if needed) has already been secured and that by engaging in the proposed project(s) the school will not put its financial health in peril. Proposal should address the likelihood of project(s) success.

C. Budget Narrative (5 points)

Proposal includes a complete budget for the proposed project(s) and fully justifies the budget by describing how budget items will contribute to the project(s).

D. Itemized Budget (5 points)

Proposal utilizes the itemized budget template in the RFP to fully detail the project(s) budget and project(s) assumptions.

5. Quality of Proposal (5 points)

Specific criteria in each section were addressed. Various parts of the proposal were consistent. Proposal followed the directions and requirements outlined in the RFP which include, but not limited to: page limit requirements, use of budget templates and cover page. Attention to detail within the proposal, i.e. spelling, grammar, etc. were of excellent quality.

Attach any supporting documents for the above items, such as, a copy of the lease, agreement of sale or deed showing ownership of property (whichever is applicable) and copies of an appraisal and environmental audit, if available. For projects in NYCDOE space, attach the MOU which extends for at least three (3) years and letter from NYCDOE approving the expenditure of more than \$5,000.

Each supporting document should be numbered and referenced by number in the application.

Name of Applicant _____

BUDGET

SSF Facility Financing Grant, SSF Start-Up/Implementation Grant

Total Requested _____

Facility Financing _____

Start-Up/Implementation _____

All applicants must attach this budget form to their completed proposal. An electronic version of the budget form can be requested from the Institute by sending an email to charters@suny.edu. The electronic forms can also be found on line at: <http://www.newyorkcharters.org/schoolsGrantOpps.htm>.

The budgets form may be reproduced as necessary to provide sufficient space to list all expenditures, providing that all budget categories and a budget summary are represented.

BUDGET SUMMARY

BUDGET CATEGORIES	TOTAL PROJECT COSTS	TOTAL STIMULUS REQUEST <small>(Should tie to Budget Category Page Totals)</small>
Professional Salaries (1)	\$ -	\$ -
Support Staff Salaries (2)	-	-
Employee Benefits (3)	-	-
Purchased Services (4)	-	-
Equipment (5)	-	-
Supplies and Materials (6)	-	-
Travel Expenses (7)	-	-
Minor Renovations or Remodeling (8)	-	-
Purchase, Leasing or Financing of School Facility (9)	-	-
Construction of New School Facility (10)	-	-
TOTAL	\$ -	\$ -

The details on the following pages should only include proposed Stimulus Fund expenditures.



SALARIES FOR PROFESSIONAL STAFF (1)

Include only staff who are employees of the agency. Do not include consultants or per diem staff. One full-time equivalent (FTE) equals one person working an entire week each week of the project. Express partial FTE's in decimals, e.g., a teacher working one day per week equals 0.2 FTE.

Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Proposed Project Salary
		\$ -	\$ -
Subtotal			\$ -

In the space below, please describe how the positions identified above will support the project activities and contribute to program goals.

EMPLOYEE BENEFITS (3)

Rates used for project personnel must be the same as those used for other agency personnel.

BENEFITS		Proposed Project Salary	Rate of Pay (%)	Proposed Expenditure
Social Security		\$ -	0.0%	\$ -
Retirement	New York State Teachers			-
				-
	New York City Teachers			-
				-
	New York State Employees			-
	Other			-
Health Insurance				-
Workers Compensation				-
Unemployment Insurance				-
Other (Identify)				
				-
				-
Subtotal		\$ -		\$ -

In the space below, please describe how the benefits identified above will support the project activities and contribute to program goals.

PURCHASED SERVICES (4)

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the Charter Schools Institute.

Description of Item	Provider of Services	Calculation of Costs	Proposed Expenditures
		\$ -	\$ -
Subtotal			\$ -

In the space below, please describe how the purchased services identified above will support the project activities and contribute to program goals.

EQUIPMENT (5)

All equipment to be purchased in support of this project with a unit cost of \$1,000 or more must be itemized in this category. Equipment items under \$1,000 should be budgeted under Supplies and Materials. Repairs of equipment should be budgeted under Purchased Services.

Description of Item	Quantity	Unit Cost	Proposed Expenditures
		\$ -	\$ -
Subtotal			\$ -

In the space below, please describe how the equipment identified above will support the project activities and contribute to program goals.

SUPPLIES and MATERIALS (6)

Include computer software, library books and equipment items under \$1,000 per unit.

Description of Item	Quantity	Unit Cost	Proposed Expenditures
		\$ -	\$ -
Subtotal			\$ -

In the space below, please describe how the supplies and materials and equipment less than \$1,000 itemized above will support the project activities and contribute to the program goals.

TRAVEL EXPENSES (7)

Include pupil transportation, conference costs and travel of staff between instructional sites. Specify agency approved mileage rate for travel by personal car or school-owned vehicle.

Position of Traveler	Destination and Purpose	Calculation of Costs	Proposed Expenditures
		\$ -	\$ -
Subtotal			\$ -

In the space below, please describe how the travel expenses itemized above will support the project activities and contribute to the program goals. Detail must be provided for student field trips, out-of-state travel and conferences.

MINOR RENOVATION or REMODELING (8)

Description of Work To be Performed	Calculation of Costs	Proposed Expenditures
	\$ -	\$ -
Subtotal		\$ -

In the space below, please describe how the minor remodeling identified above will support the project activities and contribute to program goals.

PURCHASE or FINANCING of SCHOOL FACILITY (9)

Description of Work To be Performed	Calculation of Costs	Proposed Expenditures
	\$ -	\$ -
Subtotal		\$ -

In the space below, please describe how the purchase or financing of school facility identified above will support the project activities and contribute to program goals.

CONSTRUCTION of NEW SCHOOL FACILITY (10)

Description of Work To be Performed	Calculation of Costs	Proposed Expenditures
	\$ -	\$ -
	Subtotal	\$ -

In the space below, please describe how the construction of school facility identified above will support the project activities and contribute to program goals.



School:	-
Reviewer:	-
Type Of Grant:	-
Amount Requested:	\$0.00
TOTAL SCORE:	100.00

RATING GUIDELINES

- Significantly Compelling** - Specific and comprehensiveComplete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed ideas.
- Compelling** - General but sufficient detailAdequateinformation as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.
- Mildly Compelling** - Unclear and non-specific. Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail.
- Not Compelling** - Does not meet the criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.
- N/A** - Does not address the criteria or simply re-states the criteria.

	Significantly Compelling	Compelling	Mildly Compelling	Not Compelling	N/A	Score
1.) NEED FOR THE PROJECT(S) (25 Points)						
A. IDENTIFIED NEED(S) Proposal provides the need(s) to be addressed by the project(s), their magnitude or severity and how the project(s) is expected to successfully address the identified need(s).	7.00	5.25	3.50	1.75	0.00	7.00
B. NEED(S) ASSESSMENT Proposal discusses the need(s) assessments process the school conducted to identify particular need(s). Included is both the qualitative and quantitative information that support the need(s) for the project(s).	10.00	7.50	5.00	2.50	0.00	10.00
C. LASTING IMPACT FACILITY: Proposal includes evidence that the need(s) for the project(s) will strengthen the school's ability to remain in the facility long term and will have a lasting impact on the school and it's students. START-UP / IMPLEMENTATION: Proposal includes evidence that the need(s) for the project(s) will strengthen the school's ability to start-up, on time, and have a lasting impact on the school's short-term viability.	5.00	3.75	2.50	1.25	0.00	5.00
BONUS: FACILITY: Please reference page 23 of this grant RFP for detailed information regarding the bonus criteria for this grant type. START-UP / IMPLEMENTATION: If the school demonstrates need well enough to score 'significantly compelling' or 'compelling' in each of the previous three categories.	3.00					3.00
TOTAL POINTS						25.00
Justification for Score	A.					
	B.					
	C.					

DRAFT

DRAFT

DRAFT

DRAFT

NEW YORK STATE CHARTER SCHOOLS STIMULUS FUND

Grant Management & Payment Instructions

1. The Charter Schools Institute will only approve requested budget items according to the proposal guidelines provided in the Request for Proposal T002196.
2. The awardee must establish sub-accounts within its accounting records to identify, segregate and accumulate Stimulus Fund grant expenditures.
3. The awardee will enter into agreement with SUNY/Institute assuring the appropriate expenditure of SSF grant funds and agreeing to the reporting requirements as described in this document.
4. The Institute may advance 20% of the total grant to awardee upon receipt of an invoice requesting such advance from awardee.
5. Upon each request for additional disbursements, the awardee must submit a Grant Expenditure Report (which can be found on the Institute website at: www.newyorkcharters.org/schoolsGrantOpps.htm labeled Sample Grant Expenditure Report (Excel file)) identifying categories from which funds have been expended, and attach a copy of the disbursement journal generated by their system for the sub-accounts identified for SSF expenditures. This document is your invoice to Institute. The disbursement journal should identify all payments, including payee/vendor, date(s), SSF grant related amount(s), budget category, memo/description of expense(s), check number and total amount.
6. Upon completion of the grant period, awardee must submit a one page final expenditure narrative to briefly describe the awardee's full expenditure of SSF grant funds. *Failure to submit this final report and/or the appropriate backup documentation may be considered financial mismanagement by the school that could result in probation or need for corrective action.*
7. The completion invoice, or voucher, shall be submitted promptly following completion of the work under this agreement but in **no event later than September 7, 2012.**

**CHARTER SCHOOLS INSTITUTE
GRANT EXPENDITURE REPORT**

Charter School Name: _____ **Report Date:** _____

Program Period: _____ **Contract #:** _____

BUDGET CATEGORIES	APPROVED BUDGET	ACTUAL EXPENDITURES TO DATE	ACTUAL EXPENDITURES FOR THIS PERIOD	TOTAL EXPENDITURES	DOLLARS LEFT TO SPEND
Professional Salaries					
Employee Benefits					
Purchased Services					
Equipment					
Supplies and Materials					
Minor Renovations and Remodeling					
Purchase, Lease or Financing Facility					
Construction of a New Facility					
Other					
TOTAL					

CERTIFICATION

"I certify that this report is correct and that it does not duplicate reimbursement of costs or services received from other sources. In addition, I certify that all expenditures are for items approved by the terms and conditions of the grant awarded by the Charter Schools Institute / State University of New York."

Signature / Date

Printed Name / Title