

**Announcement of Funding Opportunity**  
**RFP #GC21-002**

**2021-2026 Extended School Day/School Violence Prevention Program**  
**Competitive Grant Application**

<b>Legislative Authority</b>	New York State Education Law <a href="#">§2814</a> : <i>Omnibus school violence prevention grant program</i>
<b>Purpose of Grant</b>	Pursuant to New York State Education Law <a href="#">§2814</a> : <i>Omnibus school violence prevention grant program</i> , the primary purpose of the Extended School Day/School Violence Prevention (ESD/SVP) Program is to award competitive grants to provide support to students through extended school day activities and/or school safety programs which promote violence prevention. Programs must demonstrate consistency with the school safety plans required by <a href="#">§2801-a</a> of New York State Education Law and should not displace existing school district after-school funding. <b>School districts and not-for-profit organizations working in collaboration with a public school district(s) may submit an application to conduct either an <u>ESD program</u>, an <u>SVP program</u>, or a <u>combination of both</u>.</b>
<b>Project Period</b>	The grant period is five years, from July 1, 2021, to June 30, 2026. Funding beyond Year One will be contingent upon the State Legislature's continued appropriation of funds.
<b>Eligible Applicants</b>	Public school districts and not-for-profit organizations working in collaboration with a public school district(s) are eligible to apply.
<b>Amount of Funding</b>	<p>Approximately \$24.3 million is expected to be available annually statewide contingent upon annual legislative appropriation, and it is anticipated that funding will continue at this appropriation level.</p> <p>Each application may include a request for an annual grant award of a maximum of \$350,000. Agencies applying for multiple grants will be limited to a maximum annual award of \$1,200,000. This includes agency membership as a partnering agency or as a partner in consortia projects.</p> <p>Funds will be allocated to each geographic area as follows: 40% to New York City; 10% to the big four cities of Buffalo, Rochester, Syracuse and Yonkers; and 50% to the Rest of the State, including at least 15% guaranteed to High Needs Rural Applicants. If there are not enough High Needs Rural applications meeting the scoring threshold outlined in the RFP, the portion of the guaranteed 15 percent not used would revert to the overall Rest of the State.</p>
<b>Application Due Date and Mailing Address</b>	<p>The due date for complete electronic application submissions to the <a href="#">Survey Monkey Apply portal</a> is <b>March 10, 2021</b> at 5:00 p.m. Instructions for submission are also available through this <a href="#">portal</a>.</p> <p><b>For guidance on submitting acceptable forms of e-signature, please see the Application Submission Instructions document posted with this RFP.</b></p> <p>In addition to the electronic submission, please mail the appropriate documents and attachments (as specified on page 18 and on the Application Checklist on page 70) <b>postmarked by March 10, 2021</b> to:</p>

	New York State Education Department Student Support Services Attn: 2021-2026 ESD/SVP Grant Application 89 Washington Avenue Room EB 318M Albany, NY 12234
<b>Questions and Answers</b>	All questions must be submitted by email to <a href="mailto:ESDSVPRFP@nysed.gov">ESDSVPRFP@nysed.gov</a> by close of business, <b>February 10, 2021</b> . A complete list of all Questions and Answers will be posted no later than close of business, <b>February 24, 2021</b> on <a href="#">NYSED's P-12 website</a> .
<b>Pre-qualification Requirement</b>	Proposals received from nonprofit applicants who are not Prequalified in the Grants Gateway by 5:00 PM on the proposal due date of <b>March 10, 2021</b> cannot be evaluated. Such proposals will be disqualified from further consideration. Please see the "Prequalification Requirement" section for additional information.  The State of New York has implemented a new <a href="#">statewide prequalification process</a> designed to facilitate prompt contracting for not-for-profit vendors. All such vendors are required to pre-qualify prior to grant application. This includes all currently funded not-for-profit institutions that have already received an award and are in the middle of the program cycle. The pre-qualification must be completed prior to application in order to receive an award under this RFP.
<b>Mandatory Notice of Intent</b>	The New York State Education Department (NYSED) requires all prospective applicants to submit a Notice of Intent (NOI) to ensure a timely and thorough review and rating process. A non-profit applicant's NOI will also help to facilitate timely review of their prequalification materials. <b>The Notice of Intent must be submitted via the <a href="#">Survey Monkey Apply Portal</a> by March 3, 2021.</b>  <b>If a NOI is not submitted by March 3 by 5:00 pm, your application will not be reviewed.</b>  Please also include your organization's NYS Vendor ID.
<b>NYSED Designated Contacts</b>	<b>Program:</b> Raffaele Iorio <b>Fiscal:</b> Thomas McBride <b>M/WBE:</b> Brian Hackett <a href="mailto:esdsvprfp@nysed.gov">esdsvprfp@nysed.gov</a>

The State Education Department does not discriminate on the basis of race, creed, color, national origin, religion, age, sex, military, marital status, familial status, domestic violence victim status, carrier status, disability, genetic predisposition, sexual orientation and criminal record in its recruitment, educational programs, services, and activities. NYSED has adopted a web accessibility policy, and publications designed for distribution can be made available in an accessible format upon request. Inquiries regarding this policy of nondiscrimination should be directed to the Office of Human Resources Management, Room 528 EB, Education Building, Albany, New York 12234.

**2021-2026 Extended School Day/School Violence Prevention Program  
Competitive Grant Application 2021-2026**

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## I. INTRODUCTION

The New York State Education Department is pleased to announce competition for the Extended School Day/School Violence Prevention Program (ESD/SVP) grant awards for the period July 1, 2021, through June 30, 2026, pending annual appropriations in the New York State Budget.

## II. PURPOSE

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

## III. ELIGIBILITY

- (1) Local Education Agencies (LEAs) and (2) not-for-profit organizations working in collaboration with an LEA district(s) are eligible to apply.
- A consortium\*, set up for the common purpose of applying for ESD/SVP funds that would be beyond the capabilities of a single member of the group, may apply. (\*See Appendix F for NYSED Consortium Policy)

**\*Agencies applying for multiple grants will be limited to a maximum annual award of \$1,200,000. This includes agency membership in consortia projects. The maximum award for an individual application will be \$350,000.**

### Competition Priority:

A maximum of three priority points will be given to applications with districts or schools that meet any of the following criteria:

- Districts with a 2 or above on the Needs Resource Index, which demonstrates a need per local resource twice that of the state average. (Appendix D)
- More than 2/3 of participating schools located on the most recent TSI (Targeted Support and Improvement) or CSI (Comprehensive Support and Improvement) lists. The [complete list](#) can be found on the NYSED website.
- Districts ranked 1-4 on the Need/Resource Capacity Category Index (see Appendix E), which defines High-need public school districts.

\*In order for an applicant to be eligible for a particular priority, at least 2/3 of the districts/schools included in the application must be on one of the lists for that priority.

## IV. NYSED CONSORTIUM POLICY FOR STATE AND FEDERAL DISCRETIONARY GRANT PROGRAMS

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

1. The consortium must designate one of the participants to serve as the applicant and fiscal agent for the grant. The applicant must be an eligible grant recipient. All other consortium members must be eligible grant participants, as defined by the program statute or regulation.

2. In the event that a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the applicant fiscal agent, not the consortium, since the group may not be a legal entity.
3. The applicant fiscal agent must meet the following requirements:
  - a. Must be an eligible grant recipient as defined by statute;
  - b. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;
  - c. Must require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
  - d. Must be an active member of the consortium, except where SUNY or CUNY Research Foundations are the fiscal agent.
  - e. Cannot act as a flow-through for grant funds to pass to other recipients. NYSED has established a minimum level of direct service of 15% to be provided by the fiscal agent.
  - f. Is PROHIBITED from sub-granting funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.
  - g. Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each partner plans to participate.

**Grantees who fail to carry out the priorities and requirements of ESD/SVP as identified in the Request for Proposal (RFP) and the subsequent grant or grant contract may have their funding suspended or discontinued.**

## V. FUNDING

NYSED will award up to \$24.3 million to fund grants for the 2021-2022 school year and each school year thereafter. The availability of annual appropriations funding for years two through five is dependent upon satisfactory performance, legislative appropriation, and the submission of the budget documents and work plans to be approved by NYSED.

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

- An eligible entity may submit more than one proposal, including membership in consortia projects, for a maximum total amount of \$1,200,000. The maximum award for an individual application will be \$350,000.
- For ESD applicants, the maximum amount of funding that may be requested in any one application will be determined by the minimum number of unique participants between July 1 and June 30 of each program year that the project commits to serve contractually on an annual basis. The number of students will be based on the “unduplicated count,” which is the number of students participating (enrollment) in the summer plus all academic year student participants who did not attend in the summer. The project may propose a budget that reflects a lower funding amount if the project deems it suitable for the scope of their project services.

### **Shortfalls in enrollment goals:**

Beginning in year 2 and continuing in each subsequent program year, the ESD/SVP award recipient must submit to NYSED a roster of students enrolled in its program no later than April 1. The number of students

listed in the roster will be compared with the number of students proposed to be served in the RFP's 2021-2022 Budget. If the current roster is less than 95% of the number set forth in the composite budget, the grantee's budget will be proportionally reduced by the amount of the percentage of the deficiency from the composite budget. For example: if the actual roster is 94% of the projected number, the grantee's budget will be reduced by 1% in the year of the deficiency.

## VI. PROGRAM REQUIREMENTS

### *Extended School Day Model*

The maximum award for an individual ESD project will be \$350,000 at a maximum allocation of \$1,600 per student. Applicants are expected to increase student achievement, provide extracurricular enrichment activities, and contribute to school violence prevention; successful proposals will include school safety activities in their extended day programs.

The number of students will be based on the "unduplicated count," which is the number of unique participants from July 1<sup>st</sup> to June 30<sup>th</sup> of each program year.

In addition, the application must meet the following requirements:

- Serve children within the range of grades Pre-K-12;
- Operate outside the regular school day; programs may operate before or after school, on Saturdays, Sundays, school breaks, and/or during the summer;
- Operate for a minimum of two hours a day, 3 days per week (if operating a weekend-only program, the minimum requirement of 6 total program hours per week must be met);
- Provide extracurricular enrichment activities including but not limited to athletics, academic enrichment, social emotional learning, art, music, drama, academic tutoring, mentoring, community services and related programs that will increase student achievement and contribute to school violence prevention; and
- Serve a minimum of 50 children.

### *School Violence Prevention Model*

School safety activities include goods and services to provide safe corridors, diversity programs, collaboration with law enforcement agencies or community-based organizations, metal detectors, intercom systems and other intra-school communication devices, devices to increase the security and safety of program personnel and students; **grantees may not use funds to purchase, maintain, or modify facial recognition software, devices, etc.** School safety activities may also include comprehensive school-based intervention models that reduce violence and improve school safety. Goods and services must be itemized in the budget narrative. The maximum award for an individual SVP project will be \$350,000. Each applicant is also subject to the cap of the number of applications and total funding requested of applications as described in the eligibility section. SVP projects are exempt from the \$1,600 per student maximum allocation.

### **Nutritional Component**

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

### **Safety and Health Requirements:**

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

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

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

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

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

Not-for-profit organizations must provide proof of SACC licensure before funding/programming is to begin operation. For more information on SACC Registration, see Policy Statement – [What Constitutes a School-Age Program](#).

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

Age of children: A school-age child care program may provide care for school-age children of any age. If the program provides care for children over 13 years of age, the program must meet all regulatory standards which apply to such children just as if the children were under 13 years of age. Children may receive care through the conclusion of high school.

SACC Regulations: The minimum requirements to run a SACC program in New York State can be found at the New York State [Office of Children and Family Services website](#).

## **VII. BUDGET**

The applicant must complete and submit the FS-10 Budget Form. The [FS-10 Budget Form](#) and information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](#) found at <http://www.oms.nysed.gov/cafe/forms/> and <http://www.oms.nysed.gov/cafe/guidance/>

The grant award period will begin on July 1, 2021, and end on June 30, 2026. The initial project period will be July 1, 2021 to June 30, 2022. **Applicants must submit with this application an FS-10 budget for the initial project period only.**

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

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

### **A. Use of Funds**



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

### **Administrative Cost Cap**

Administrative costs can be direct or indirect. No more than 5% of the total annual award may be used for administrative costs for school or agency administrative or support staff who do not provide direct service to participants in the program but whose cost can be identified and directly associated with the program. Examples of administrative expenses include the cost of a principal who is required to remain in the building during program hours, audit or fiscal employees, or other staff members whose role is strictly oversight of program and staff.

Each application must include the position of Program Director. The Program Director's salary will not be included in the 5% administrative cap. For the purposes of this grant, program space rental and school usage fees are also considered a direct cost and are not included in the 5% administrative cap.

### **Indirect Cost Cap**

Lead Applicant Agencies may include indirect costs in the budget. Indirect costs are costs of activities that benefit more than one program or objective and therefore cannot be readily assigned to only one specific program or objective. Indirect costs are generally classified under functional categories such as general maintenance and operational expenses, general office and administration expenses, general overhead expenses and other allowable general expenses. **Indirect cost rates are included in calculating the 5% administrative cap.**

- School districts must use the restricted indirect cost rates calculated by the NYSED.
- Not for Profit Organizations must prepare their budgets using an indirect cost rate of up to 2.6%. If they are notified that they have been selected to receive an ESD/SVP funding award, they may apply for a higher indirect cost rate of up to 5% by completing and submitting an FS-87-R Form to the Department, bearing in mind the 5% administrative cap. Please note that approval for a higher indirect cost rate must be requested and approved each year. The Form may be obtained by calling Grants Finance at 518-474-4815. For more information, visit the website <http://www.oms.nysed.gov/cafe/guidance/faqs.html#indirect>

### **Professional Development Cost Cap**

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

### Minimum Direct Service Level Participation

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

### Program Evaluation Cost Cap

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

## VIII. EVALUATION AND SELF-ASSESSMENT REQUIREMENTS

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

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

The results of the evaluation must be:

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

Using both quantitative and qualitative measures, the evaluation must measure both program implementation and program outcomes:

- **Implementation Evaluation Design** should include measuring whether the program is being implemented with fidelity to the program design. For example:
    - are all components of the program being delivered as described in the grant application?
    - is the program serving the target population and meeting enrollment numbers for extended school day programs?
    - have all goods and services been purchased that have a proven record of effectiveness based on data for school violence prevention, school safety, student achievement and/or youth development programs, depending on the program focus?
  - **Outcome Evaluation Design** should include performance indicators and measures that support the program's overall academic focus and align with the program's goals of increased student achievement, school violence prevention, and school safety, as applicable
2. For ESD programs, the program Quality Self-Assessment (QSA) Tool, a research-based planning and self-assessment tool developed by the [New York State Network for Youth Success](http://networkforyouthsuccess.org) (NYSNYS), should be used by representatives of all stakeholders involved in the program to promote program quality. Although the QSA Tool is not considered to be an evaluation tool, the feedback from the QSA does contribute to the overall understanding of the outcomes of the program. The QSA tool and User's guide are available at: <http://networkforyouthsuccess.org/qa/>

## IX. PAYEE INFORMATION FORM/NYSED SUBSTITUTE W-9 FORM

The [Payee Information Form](#) is a packet containing the Payee Information Form itself and an accompanying NYSED Substitute W-9. The NYSED Substitute W-9 may or may not be needed from your agency. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through NYSED.

## X. REPORTING

Each entity receiving an ESD/SVP award will be required to submit two program reports annually to the NYSED ESD/SVP program office, a mid-year report and a final report. The mid-year report is to be received by NYSED no later than January 31<sup>st</sup> every year. This report specifies the enrolled ESD/SVP students as well as the initial expenditures and activities in operating the ESD/SVP in a form and manner prescribed by ESD/SVP-NYSED. The ESD/SVP student enrollment indicated on the report will be used to ensure that the grantee is on track to meet their budgeted ESD/SVP student enrollment. The mid-year report shall cover the period from July 1 through December 31. **Failure to provide required reports may result in the suspension of funding.**

- a) For ESD programs, a roster of student participants, including the names and number of hours of participation in the program, is to be received by NYSED no later than July 15 in years 2-5 of the award period. At a minimum, grantees must have an enrollment form and parental permission on file for ESD programs. ESD program attendance must reflect student attendance of 15 hours or more from the start of the current program year to qualify as an enrolled student. SVP-only programs during the school day must provide a list of impacted students. If the roster is less than 95% of the number set forth in the composite budget, the grantee's budget will be proportionally reduced. For example: if the actual roster is 94% of the projected number, the grantees budget will be reduced by 1% in the year of the deficiency.
- b) The final program report is due on September 15 of the following school year. The final report shall cover the period from July 1 through June 30 (the entire program year). This report, in a form and manner prescribed by NYSED, outlines the grantee's expenditures and activities in the ESD/SVP program for the program year to include, but not limited to, the following elements:
  - A summary of the involvement of parents and other community members and organizations in program development and implementation;
  - A report on the progress made toward achieving the objectives, activities and outcomes outlined for each of the program goals;
  - Outcome data supporting the program's goals of increased student achievement, school violence prevention, and school safety

## XI. PREQUALIFICATION REQUIREMENT

Pursuant to the New York State Division of the Budget bulletin H-1032, not-for profit organizations must prequalify to do business with New York State agencies before they can compete for state grants. The process

allows nonprofits to address questions and concerns prior to entering a competitive bid process. Nonprofits are strongly encouraged to begin the prequalification process as soon as possible.

To become prequalified, a nonprofit must register with Grants Gateway and complete an online prequalification application. This includes completing a series of forms by answering basic questions regarding the organization and uploading key organizational documents.

Detailed information on how to register with the Grants Gateway and become prequalified is available on the [Grants Management](#) website.

**Disclaimer:** *New York State reserves 5-10 business days from the receipt of complete Prequalification applications to conduct its review. If supplementary information or updates are required, review times will be longer. Due to the length of time this process could take to complete, it is advised that nonprofits prequalify as soon as possible. Failure to successfully complete the Prequalification process early enough may result in a grant application being disqualified.*

**Proposals received from nonprofit applicants that are not Prequalified in the Grants Gateway by 5:00 PM on the proposal due date of March 10, 2021 cannot be evaluated. Such proposals will be disqualified from further consideration.**

## **XII. VENDOR RESPONSIBILITY**

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

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the [New York State VendRep System](#). To enroll in and use the New York State VendRep System, see the [VendRep System Instructions](#) or go directly to the [VendRep System online](#).

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the [Office of the State Comptroller's Help Desk](#) at 866-370-4672 or 518-408-4672 or by email at [ITServiceDesk@osc.ny.gov](mailto:ITServiceDesk@osc.ny.gov).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the [VendRep website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

### **Subcontractors:**

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

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

### **XIII. WORKERS' COMPENSATION COVERAGE AND DEBARMENT**

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

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

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

#### **PROOF OF COVERAGE REQUIREMENTS**

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

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

#### **Proof of Workers' Compensation Coverage**

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

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

#### **Proof of Disability Benefits Coverage**

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

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

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

### **Contract Terms and Conditions**

Grant awards to non-profit organizations will require that the awardee enter into a grant contract, the form of which is contained in an attachment to this RFP. In addition to being signed by the awardee and NYSED Counsel, the contract will need to be submitted for review and approval by the NYS Attorney General and the Office of the State Comptroller. All provisions of this RFP are subordinate to the terms and conditions of the grant contract. The contents of this RFP, any subsequent correspondence related to final contract negotiations, and such other stipulations as agreed upon may be made a part of the final contract developed by NYSED.

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

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

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

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

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

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

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

The M/WBE Goal Calculation Worksheet found in Attachment 12 is provided for use in calculating the dollar amount of the M/WBE goal for this grant application.

All requested information and documentation should be provided at the time of submission. If this cannot be done, the applicant will have thirty (30) days from the date of notice of award to submit the necessary documents and respond satisfactorily to any follow-up questions from the Department. Failure to do so may result in loss of funding.

## METHODS TO COMPLY

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

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

**COMPLETE FORMS:**

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

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

**COMPLETE FORMS:**

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

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

**COMPLETE FORMS:**

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

## GOOD FAITH EFFORTS

Applicants must make a good faith effort to solicit NYS certified M/WBE firms as subcontractors and/or suppliers to achieve the goals for this grant. Solicitations may include, but are not limited to: advertisements in minority and women-centered publications; solicitation of vendors found in the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#); and the solicitation of minority and women-oriented trade and labor organizations.

Good faith efforts include actions such as setting up meetings or announcements to make M/WBEs aware of supplier and subcontracting opportunities, identifying logical areas of the grant project that could be subcontracted to M/WBE firms, and utilizing all current lists of M/WBEs who are available for and may be interested in subcontracting or supplying goods for the project.

Applicants should document their efforts to comply with the stated M/WBE goals and submit this with their applications as evidence. Examples of acceptable documentation can be found in form M/WBE 105, Contractor's Good Faith Efforts. NYSED reserves the right to reject any application for failure to document "good faith efforts."

## **REQUEST FOR WAIVER**

When full participation cannot be achieved, applicants must submit a Request for Waiver (M/WBE 101). Requests for Waivers must be accompanied by documentation explaining the good faith efforts made and reasons they were unsuccessful in obtaining M/WBE participation.

NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable applicants to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total budget.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) should be reported to the NYSED M/WBE Program Unit using the M/WBE 104G Quarterly M/WBE Compliance Report. This report should be submitted on a quarterly basis and can be requested at [MWBEGrants@nysed.gov](mailto:MWBEGrants@nysed.gov).

NYSED's M/WBE Coordinator is available to assist applicants in meeting the M/WBE goals. The Coordinator can be reached at [MWBEGrants@nysed.gov](mailto:MWBEGrants@nysed.gov).

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

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

## **XV. ENTITIES' RESPONSIBILITY**

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

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

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

## **XVI. ACCESSIBILITY OF WEB-BASED INFORMATION AND APPLICATIONS**

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-



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

## **XVII. REQUIREMENTS OF EDUCATION LAW SECTION 2-D**

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The New York State Education Department's Data Privacy Appendix (Attachment R), including DPA Exhibit 1 (Contractor's Data Privacy and Security Plan) and DPA Exhibit 2 (Education Law § 2-d Bill of Rights for Data Privacy and Security and Supplemental Information for Contracts that Utilize Personally Identifiable Information), are annexed to this RFP, the terms of which are incorporated herein by reference, and which shall also be part of the Contract. Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, the NYS Education Department ("NYSED") is required to post information to its website about its contracts with third-party contractors that will receive Student PII and/or Teacher and/or Principal APPR data ("APPR Data"), collectively referred to as PII.

## **XVIII. NYSED's RESERVATION of RIGHTS**

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

## **XIX. APPLICATION FOR FUNDING**

**The due date for electronic grant applications to the [Survey Monkey Apply portal](#) is no later than March 10, 2021 at 5:00 p.m.**

Complete applications must be submitted electronically through the [Survey Monkey Apply portal](#) by such time. Instructions for submission through this portal are available at [the portal website](#).

Online applications can be submitted by going to the [Survey Monkey Apply website](#). Click "Register" on the right-hand side of the page and you will be redirected to the account creation page. Once you are on this page, you will be asked to specify a few details such as your email address and your desired password to create your account. An email will be sent to you, after which you may simply log into your email and click on the activation link to activate your account.

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

To log back into your account in the future, go to the **Survey Monkey Apply** [website](#) and sign in using the email address and the password you (previously) created.

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

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

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

### **Submission of Hard Copy Documents**

Applicants must also submit the following documents by mail:

*Payee Information Form/NYSED Substitute W-9 Form (not required for LEAs), Application Checklist (Attachment 1), Application Cover Page (Attachment 2), Statement of Commitment Form (Attachment 4), FS-10 Budget Proposal (July 1, 2021 to June 30, 2022), Composite Budget Form (Attachment 8), Partnership Agreement (not applicable for school district applying without a partner) (Attachment 9), Consortium Member Partner Disclosure Form (applicable for all consortia members) (Attachment 10).*

The documents must be postmarked by **March 10, 2021**; all signatures must be **in blue ink** and mailed to:

New York State Education Department  
Student Support Services  
Attn: 2021-2026 ESD/SVP Grant Application  
89 Washington Avenue  
Room EB 318M  
Albany, NY 12234

## XX. NARRATIVE FORMAT

The proposal narrative should describe all 2021-2026 proposed activities in detail that meet the priorities and requirements as stated in this RFP. The completed proposal narrative document should reflect a cohesive program. The maximum length of the proposal narrative is **12 pages**, not including required attachments/appendices. Proposal narratives will not be reviewed beyond the maximum number of pages. The proposal narrative is to be prepared in Times New Roman, 12-point font, 1.5 spaced, with a standard 1" margin. The name of the agency should appear in the top right corner of each page. Page numbers should appear on the bottom right corner of each page. Clarity, conciseness, completeness, and quality of writing contribute to stronger applications.

**Applications that do not follow the format described in this document or that fail to include all information requested under each major category may lose points.** Proposals will be ranked based on their total score. The maximum points available in the narrative section are 80 (the Budget section accounts for the other 20 points).

**Charts cannot be used for narrative purposes; the only exception is the Project Staffing and Management section of the narrative which requires an organizational chart. (That chart itself does not count toward the page total.)**

Attachments are not considered part of the 12 pages:

- The Budget ([FS-10](#))
- Budget Narrative (not to exceed 3 pages)
- Attachment 1 Application Checklist
- Attachment 2 Application Cover Page
- Attachment 2-A Lead Applicant Agency Profile
- Attachment 3 Collaborating Agency and School District Form
- Attachment 4 Statement of Commitment Form
- Attachment 5 Participating Schools Form
- Attachment 6 Statement of Goals, Objectives, Activities, And Performance Indicators
- Attachment 7 Extended School Day Program Site Information Form
- Attachment 8 Composite Budget Form
- Attachment 9 Partnership Agreement
- Attachment 10 Consortium Member Partner Disclosure Form (applicable for all consortia members)
- Attachment 11 NYSED's Data Privacy Appendix, with DPA Exhibit 1 and DPA Exhibit 2
- Attachment 12 MWBE Documentation

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

## XXI. APPLICATION REVIEW AND RATING PROCESS

### Program Abstract (0 points)

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

### Scoring Indicators:

- a. Provide a compelling 1-2 sentence mission statement that defines the proposed ESD, SVP or Both ESD/SVP program (0 points).

- b. Identify reasons for selecting the target population (0 points).
- c. Outline the program's key design elements and unique characteristics that address the needs of the target population and the community in which children live and go to school (0 points).

**1. Need for Program (15 Points)**

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

- 1) Publicly published School Climate and Culture Survey Data administered to students, teachers, and parents.
- 2) School Safety and Educational Climate (SSEC) Data reported to NYSED's Office of Information and Reporting Services (IRS): Showing a propensity to address incident categories as reported in the most recent (2019-2020) SSEC Data.
- 3) Community Data
- 4) Needs/Resource Assessment

**Scoring Indicators:**

- a. Describe the community where the target population of students and their families live and go to school. Include the reason for the selection of the community and the applicant's ability to serve this particular community, as well as the value of the proposed program in the identified community (5 points);
- b. Identify the specific population of students to be served, and any unique needs by sub-group, such as students with disabilities (SWD), Emergent Multilingual Learners (EMLLs) in prekindergarten programs, Multilingual Learners/English Language Learners (MLLs/ELLs) in grades K-12, and socioeconomic status. Provide current and specific cited data to strongly document each of those needs. Data sources may include, but are not limited to, academic achievement, percentage of students eligible for free and/or reduced price lunch (FRPL), percentage and/or rapid growth of Emergent Multilingual Learners (EMLLs) in prekindergarten programs, an/or Multilingual Learners/English Language Learners (MLLs/ELLs) in grades K-12, chronic absenteeism, incidence of risky behaviors and dropout rates (5 points);
- c. Identify specific needs of the children's families to be served. Provide current and specific cited data that strongly document each of those needs. Data sources may include, but are not limited to, poverty rates, literacy rates and education levels in the community (5 points).

**2. Work Plan (30 Points)**

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

Scoring Indicators:

**For all applicants:**

- a. Describe the key features that are core to the program's overall design and demonstrate how the design elements will serve the diverse needs of all students being served. The applicant must address how students will travel safely to and from the program and their homes. Present evidence of success if drawing on existing models, or present research or other information that supports the efficacy of the proposed program design if the program design does not have a precedent. (5 points)
- b. Using the identified needs, complete the Template for the **Statement of Goals, Objectives, Activities, and Performance Indicators (Attachment 6)**. Clearly state the program's objectives, planned activities, timeline, and performance indicators and measures for each. Limit to one page per goal. (Duplicate form as needed). (5 points)

**If you are proposing an ESD program only, complete section 2A**

**If you are proposing an SVP program only, complete section 2B**

**If you are proposing both an ESD and an SVP program, complete both section 2A and 2B. The scores from sections 2A and 2B will be averaged.**

**2A. For applicants proposing an Extended School Day (ESD) program (20 Points)**

Grant recipients may use the funds for programs conducted outside the regular school day to provide activities including, but not limited to, academic enrichment, art, music, drama, academic tutoring, mentoring, student leadership development, community service, social-emotional learning (SEL), recreation and related programs that will increase student achievement and contribute to school violence prevention.

Explain how students will be recruited and retained in the program and provide a plan on how attendance will be taken and how the proposed program activities will be aligned with the regular school day.

**Scoring Indicators:**

- a. Complete an **Extended School Day Program Site Information Form (Attachment 7)** for **each site** of the proposed extended school day program (4 points);
- b. Describe how the activities will be aligned and coordinated with the regular school day activities and how program staff will collaborate with school day teachers, administrators, and other appropriate school day staff (4 points);
- c. Describe procedures for taking attendance of individual students on a daily basis. Provide a plan for keeping student attendance by activity (4 points);
- d. Describe plans for recruitment and retention of students in the program and expectations for regular attendance of students, based on research and best practice (4 points);
- e. Describe how teachers, school administrators, students, and parents have meaningful involvement in planning and design of the extended school day program. Include how students and parents will continue to have meaningful involvement in the planning and implementation of the program (4 points).

**2B. For applicants proposing a School Violence Prevention (SVP) program (20 Points)**

Grant recipients may use funds for school violence prevention activities. They may include, but are not limited to, safe corridors, diversity programs, collaborative school safety activities with local law enforcement or community-based organizations, metal detectors, intercom systems and other intra-school communication devices and other devices to increase school security and the safety of school personnel and students, conflict resolution, peer mediation and social/emotional skill development, and other programs including comprehensive school-based intervention models. Funds may not be used for facial recognition technology. These programs should be consistent with the purposes for the school safety plans required by [§2801-a](#), of Education Law.

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

**Scoring Indicators:**

- a. Describe plans for how the proposed program will be aligned with school safety plan(s) of the participating school district(s) (5 points);
- b. Describe the equipment needs to ensure the safety of students, families, and staff (5 points);
- c. Describe how teachers, school administrators, students, and parents have meaningful involvement in planning and design of the violence prevention program. Include how students and parents will continue to have meaningful involvement in the planning and implementation of the program (5 points); and
- d. Describe how the proposed program activities are coordinated with services currently being provided in the participating school district(s) and are coordinated with appropriate funding sources to ensure the efficient delivery of services (5 points).

**3. Project Staffing and Management (25 points)**

Describe management structure and responsibilities of key staff positions and their recruitment. Each application must include the position of Program Director.

**Scoring Indicators:**

- a. Briefly describe all professional positions (full-time and part-time) that will be assigned directly to the project. Define role and scope of designated positions. If submitting multiple proposals for two or more geographically separate buildings, each proposal should identify internal controls for any overlapping personnel. (5 points)
- b. If the ESD/SVP activities take place in a school building, all staff must be trained in and familiar with the School Emergency Response Plan (as required by [§2801-a](#) of Education Law) and emergency procedures. (5 points)
- c. Attach the current resumes for all full-time and part-time professionals, including instructional staff, to be assigned to the project. In the event staff has not been hired, provide the position descriptions. The Program Director should have a minimum of a bachelor's degree with 3-5 years of program administration & management experience, experience in fiscal management and budgetary oversight, and experience working with extended school day and violence prevention programming. (5 points)

- d. Describe a management plan that will ensure the effective completion of project activities, given the fiscal and other resources available. Consortium applicants should demonstrate collaboration in order to establish best practices among consortium partners; describe coordination and maintenance of all reports, student records, and fiscal transactions; describe how the consortium will provide leadership and programmatic oversight of each site. (Partnership Agreements [PA] for each member agency are to be submitted to NYSED and kept on file. It is recommended that the PA be submitted with the application; however, funding for project and work cannot commence prior to submission of PAs each consortium member entity.) The consortium management plan should also include the organizational relationships between headquarters or the lead agency and each member institution. (5 points)
- e. Provide an organizational chart that indicates the management structure of the program within the agency. Consortium applicants should provide an organizational chart of the consortium arrangement. (5 points)

#### **4. Quality of Project Evaluation** (10 Points)

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

##### **Scoring Indicators:**

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

#### **5. Budget and Budget Narrative** (20 Points)

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

In your Budget Narrative (3 pages maximum), for each budget category, describe how the costs are reasonable in relation to the number of children to be served, the services to be provided and the anticipated results and benefits.

A quality application will demonstrate:

- a. That program expenditures are reasonable and are primarily targeted to the provision of direct services to students (5 points);
- b. A system for tracking costs that are allocated specifically for the Extended School Day/School Violence Prevention Program is in place (5 points);
- c. The purpose of the allocation of funds in each budget category of the FS-10 budget form, how the budget reflects services to be provided, and the anticipated results and benefits (5 points); and

- d. Expenditures in the budget are within the funding caps detailed in this RFP for administration (5%), planning and professional development (5%), and evaluation (3%) and the provision of minimum direct service by lead agency (15%) (5 points).

### **FS-10 Budget**

The grant award period will begin on July 1, 2021, and end on June 30, 2026. The initial project period will be July 1, 2021 through June 30, 2022. Applicants must submit an FS-10 budget with this application, for the project period of July 1, 2021, through June 30, 2022. The 12-month budget will be reviewed and scored.

Budgeted costs must be in compliance with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available on the [NYSED website](#). **The FS-10 must bear the original signature of the Chief School/Administrative Officer.**

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](#) section on the NYSED website.

The budget should be reasonable and appropriate to cover program expenses, including student transportation. Budgets must include travel and lodging for at least one staff person to attend one two-day professional development event each year, hosted by the State Education Department, if circumstances allow.

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

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

## **XXII. METHOD OF DETERMINING AWARD**

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

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

### **Awarding of Funds to Applicants**

a. The Narrative Application scores will be determined by two reviewers. The narrative section is worth a total of 80 points.

b. The budget and budget narrative of each application will also be reviewed and scored by both reviewers. The budget section of the proposal represents 20 points of the final score.

c. The final score used for rank ordering the applications will be the average of the two reviewers' scores for the total of the narrative application and the budget/budget narrative.

d. If, however, individual scores are more than 15 points apart, another reviewer will rate the application. The two scores mathematically closest to each other will be averaged for the final score unless the difference between the third review score and the first two are equidistant; in which case the third reviewer's score will solely be used.



e. Applicants whose total score averages below 60 points on the 100-point scale of the proposal (for both program narrative and budget / budget narrative score combined) will not be eligible to receive an ESD/SVP award.

### **Priority Points:**

For applications scoring at least 60 points, priority will be given to applicants with high-need public school districts as described below. In order for a consortium applicant to receive priority, at least 2/3 of the districts included in the application must be on one of the priority lists.

Three priority points will be given to applications with districts or schools that meet any of the following criteria and score at least 60 points:

- A 2 or above on the Needs Resource Index (see Appendix D), which demonstrates a need per local resource twice that of the state average.
- More than 2/3 of participating schools located on the most recent TSI (Targeted Support and Improvement) or CSI (Comprehensive Support and Improvement) lists. The [complete list](#) is on the NYSED website.
- A ranking of 1-4 on the Need/Resource Capacity Category Index (see Appendix E), which defines High-need public school districts.

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

1. New York City
2. Big Four Cities (Buffalo, Rochester, Syracuse, Yonkers)
3. Rest of the State (15% to High Needs Rural)

Funds will be allocated to each geographic area as follows: 40% to New York City; 10% to the big four cities of Buffalo, Rochester, Syracuse and Yonkers; and 50% to the Rest of the State, including at least 15% guaranteed to High Needs Rural Applicants. If there are not enough High Needs Rural applications meeting the scoring threshold outlined in the RFP, the portion of the guaranteed 15 percent not used would revert to the overall Rest of the State.

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

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

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

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

## **XXIII. NOTIFICATION OF AWARD**

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

## Post Selection Procedures/ Contract Terms and Conditions

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

## XXIV.DEBRIEFING PROCEDURES

All unsuccessful applicants may request a debriefing within fifteen (15) business days of receiving notice of non-award from NYSED. Applicants may request a debriefing letter on the selection process regarding this RFP by submitting a written request to the RFP e-mail: [ESDSVPRFP@nysed.gov](mailto:ESDSVPRFP@nysed.gov).

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

## XXV. CONTRACT AWARD PROTEST PROCEDURES

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

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

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

Or via email at: [esdsvprfp@nysed.gov](mailto:esdsvprfp@nysed.gov)

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

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

### ***ALBANY REGIONAL OFFICE***

52 Washington Street, Room 261 West  
Rensselaer, NY 12144-2796  
Telephone: (518) 486-7078 Fax: (518) 486-7625

Serving the counties of: Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

### ***BUFFALO REGIONAL OFFICE***

Room 545, 5th Floor  
Ellicott Square Building  
295 Main Street  
Buffalo, NY 14203  
Telephone: (716) 847-3145 Fax: (716) 847-3742

Serving the counties of: Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

### ***NEW YORK CITY REGIONAL OFFICE***

80 Maiden Lane, 24th Floor  
New York, NY 10038  
Telephone: (212) 383-1788 Fax: (212) 383-1811

Serving the five Boroughs of New York City

### ***ROCHESTER REGIONAL OFFICE***

259 Monroe Avenue, Room 307  
Rochester, NY 14607  
Telephone: (585) 238-8201 Fax: (585) 238-8289

Serving the counties of: Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

### ***SPRING VALLEY REGIONAL OFFICE***

Spring Valley Regional Office  
11 Perlman Drive  
Spring Valley, NY 10977  
Telephone: (845) 708-2498 Fax: (845) 708-2445

Serving the counties of: Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk, Sullivan, Ulster, Westchester

### ***SYRACUSE REGIONAL OFFICE***

The Atrium  
100 S. Salina Street, Suite 350  
Syracuse, NY 13202  
Telephone: (315) 423-1200 Fax: (315) 423-1198

Serving the counties of: Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

**XXVII. APPLICATION EVALUATION RUBRIC****Extended School Day/School Violence Prevention**

<b>Applicant:</b>			
<b>Project Focus:</b>	<b>ESD</b>	<b>SVP</b>	<b>Both ESD and SVP</b>
<b>Reviewer Name:</b>	<b>Date Completed:</b>		<b>Score:</b>

Any awarded Priority Points will be added to the final score for purposes of ranking the proposal.

**Rating Guidelines:**

<b>Review Criteria</b>	
<b>Very Good</b>	<b>Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. They will include well-conceived and thoroughly developed ideas.</b>
<b>Good</b>	<b>General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.</b>
<b>Fair</b>	<b>Imprecise and non-specific. Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail.</b>
<b>Poor</b>	<b>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.</b>
<b>Missing Response</b>	<b>Criteria are not addressed.</b>

Criteria	No Points
<b><u>Abstract (0 Points)</u></b> A brief, precise one-page statement of the purpose and mission for the program. No other information should be provided in the abstract.	

Criteria	Very Good	Good	Fair	Poor	Missing Response
<b><u>1. Need For Project (Maximum 15 Points)</u></b> <i>Describe the population to be served by the proposed program and discuss how the program will offer educational and enrichment opportunities and/or violence prevention services to students, families, and staff. The characteristics of the population and community to be served are essential factors that inform the design of a successful ESD/SVP extended learning time and/or violence prevention program, ultimately driving support for student enrollment in the program and the overall safety of schools.</i>					
a. The applicant describes the community where the target population of students and their families live and go to school. The applicant includes the reason for the selection of the community and the applicant group's ability to serve this particular community, as well as the value of the proposed program in the identified community. (5 points)	5.00	3.75	2.50	1.25	0
b. The applicant identifies the specific population of students to be served, and any unique needs by sub-group, such as students with disabilities (SWD), Emergent Multilingual Learners (EMLLs) in prekindergarten programs, Multilingual Learners/English Language Learners (MLLs/ELLs) in grades K-12, economically disadvantaged, etc. The applicant provides current and specific cited data to strongly document each of those needs. Data sources may include, but are not limited to, academic achievement, percentage of students eligible for free and/or reduced price lunch (FRPL), percentage and/or rapid growth of Emergent Multilingual Learners (EMLLs) in prekindergarten programs, an/or Multilingual Learners/English Language Learners (MLLs/ELLs) in grades K-12, chronic absenteeism, School Safety and Educational Climate (SSEC) data, incidence of risky behaviors and dropout rates. (5 points)	5.00	3.75	2.50	1.25	0

c. The applicant identifies the specific needs of the students and families to be served. The applicant provides current and specific cited data that strongly document each of those needs. (5 points)	5.00	3.75	2.50	1.25	0
<b>SUBTOTAL</b>					

**Reviewer Comments:**

<b>Strengths:</b>	
<b>Additional Concerns and Questions:</b>	

Complete section 2 for ALL applicants.

Complete section 2A if the applicant is proposing to administer an ESD program ONLY.

Complete section 2B if the applicant is proposing to administer an SVP program ONLY.

Complete both sections 2A and 2B if the applicant is proposing to administer BOTH an ESD and SVP component. These scores for 2A and 2B will be averaged.

<b><u>2. Work Plan (Maximum 30 Points)</u></b> <i>Applicant should provide a description of the proposed program; specifically, the proposal should describe how the program design links program activities, content, and goals and objectives with the identified needs of the students, their families, teachers, staff, and the community. The applicant includes key elements of the program design that are innovative or unique to the program's mission and goals and are core to the program's overall design. The description should reflect the primary focus of the program: A. ESD, B. SVP or C. Both ESD &amp; SVP.</i>	Very Good	Good	Fair	Poor	Missing Response
<b><u>FOR ALL APPLICANTS (Maximum 10 Points)</u></b>					
a. Applicant describes the key features that are core to the program's overall design and demonstrates how the elements will meet the diverse needs of all students. The applicant must address how students will travel safely to and from the program and their homes. The applicant presents evidence of success if drawing on existing models, or present research, or other information that supports the efficacy of the	5.00	3.75	2.50	1.25	0

proposed program design if the program design does not have a precedent. (5 points)					
b. Applicant details the identified needs and provides the Statement of Goals, Objectives, Activities, and Performance Indicators (Attachment 6). The applicant clearly states the program's objectives, planned activities, timeline, performance indicators and measures for each. (5 points)	5.00	3.75	2.50	1.25	0
<b>SUBTOTAL</b>					

**Reviewer Comments:**

<b>Strengths:</b>	
<b>Additional Concerns and Questions:</b>	

<b><u>2A. For applicants proposing Extended School Day programming (Maximum 20 Points)</u></b>	<b>Very Good</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Missing Response</b>
<i>Applicant should provide a description detailing how students will be recruited and retained in the program and provide a plan on how attendance will be taken and how the proposed program activities will be aligned with the regular school day.</i>					
a. The applicant provides the completed Extended School Day Program Site Information Form (Attachment 7) for each site of the proposed ESD program. (4 points)	4.00	3.00	2.00	1.00	0
b. The applicant describes a plan to align and coordinate extended day activities with school day teachers, administrators, and appropriate school day staff. (4 points)	4.00	3.00	2.00	1.00	0

c. The applicant describes the process for taking attendance of individual students on a daily basis and provides a plan for keeping student attendance by activity. (4 points)	4.00	3.00	2.00	1.00	0
d. The applicant describes a plan for recruitment and retention of students in the program and expectations for regular attendance of students, based on research and best practice. (4 points)	4.00	3.00	2.00	1.00	0
e. The applicant describes how teachers, school administrators, pupil personnel professionals, community members, students and parents have meaningful involvement in the planning and design of the extended school day program. Include how students, parents, and community members will continue to have meaningful involvement in the planning and implementation of the program. (4 points)	4.00	3.00	2.00	1.00	0
<b>SUBTOTAL</b>					

**Reviewers Comments:**

<b>Strengths:</b>	
<b>Additional Concerns and Questions:</b>	



<b>2B. For applicants proposing School Violence Prevention programming ONLY (Maximum 20 Points)</b>	<b>Very Good</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Missing Response</b>
<p><i>Applicants should provide a description of how the proposed program will be consistent with the school safety and professional development plan(s) to support a sustainable infrastructure of all building personnel to include key stakeholders such as students, parents, school board members, principals, teachers and pupil personnel professionals. Detail how the implementation of goods and services, and program activities will enhance and support school safety.</i></p>					
<p>a. The applicant describes a plan of how the proposed program will be aligned with the school safety plan(s) of the participating school district(s). (5 points)</p>	5.00	3.75	2.50	1.25	0
<p>b. The applicant describes the equipment needs to ensure the safety of students, families, and staff. (5 points)</p>	5.00	3.75	2.50	1.25	0
<p>c. The applicant describes how teachers, school administrators, students and parents have meaningful involvement in planning and design of the violence prevention program and ongoing meaningful involvement in the planning and implementation of the program. (5 points)</p>	5.00	3.75	2.50	1.25	0
<p>d. The applicant describes how proposed program activities are coordinated with services currently being provided in the participating school district(s) and are coordinated with appropriate funding sources to ensure the efficient delivery of services. (5 points)</p>	5.00	3.75	2.50	1.25	0
<b>SUBTOTAL</b>					

**Reviewers Comments:**

<b>Strengths:</b>	
<b>Additional Concerns and Questions:</b>	

<b>3 Project Staffing &amp; Management (Maximum 25 Points)</b>	<b>Very Good</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Missing Responses</b>
<b>a. Applicant describes all professional positions (fulltime and part-time) and provides the position descriptions that will be assigned directly to the project. The applicant describes internal controls for overlapping personnel. (5 points)</b>	5.00	3.75	2.50	1.25	0
<b>b. The applicant provides the process for training of staff providing services to students to include but not limited to School Building Safety Plans, Student Code of Conduct, and the School Emergency Response Plan. (5 points)</b>	5.00	3.75	2.50	1.25	0
<b>c. The applicant provides a program chart that includes the names and titles for all full-time and part-time staff, and the current resumes of those providing services to the project, or the position descriptions of staff not hired. The Program Director should have a minimum of a bachelor's degree with 3-5 years of program administration and management experience, experience in fiscal management and budgetary oversight, as well as experience working with extended school day and violence prevention programming. (5 points)</b>	5.00	3.75	2.50	1.25	0
<b>d. The applicant describes the management plan that will assure the effective completion of project activities, given the fiscal and other resources available. Consortium applicants only: Demonstrate collaboration in order to establish best practices among consortium partners; describe coordination and maintenance of all reports, student records, and fiscal transactions; describe how the consortium will provide leadership and programmatic oversight of each site. Partnership Agreements (PA) for each member</b>	5.00	3.75	2.50	1.25	0

agency are to be submitted to NYSED and kept on file (it is recommended that the PA be submitted with the application; however, funding for project and work cannot commence prior to submission of PAs with each consortium member entity.) The consortium management plan should also include the organizational relationships between headquarters or the lead agency and each member entity. (5 points)					
e. The applicant provides an organizational chart that indicates the management structure of the project within the agency. (Consortium applicants only: Provide an organizational chart of the consortium arrangement which details the management structure.) (5 points)	5.00	3.75	2.50	1.25	0
<b>SUBTOTAL</b>					

**Reviewers Comments:**

<b>Strengths:</b>	
<b>Additional Concerns and Questions:</b>	

<b><u>4. Quality of Project Evaluation (Maximum 10 Points)</u></b>	<b>Very Good</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Missing Response</b>
<i>Applicant should present a comprehensive program level evaluation plan that enables ongoing program assessment and quality improvement. Describe how evaluation is aligned with the goals, measurable objectives and the expected outcomes of the proposed program.</i>					
a. The applicant describes how data and evaluation plans are aligned with the goals, measurable objectives and the expected outcomes of the proposed program; (3 points)	3.00	2.25	1.50	.75	0
b. The applicant describes how information gained from the evaluation will be used to monitor progress and guide ongoing efforts for continuous project improvement. (2 points)	2.00	1.50	1.00	.50	0

c. The applicant describes how the New York State Network for Youth Success Quality Self-Assessment (QSA) Tool will be used for project implementation and planning for program improvements. (2 points)	2.00	1.50	1.00	.50	0
d. The applicant identifies and describes the qualifications of the external evaluator who will collect and analyze data to assess progress toward meeting the project's goals and objectives. (3 points)	3.00	2.25	1.50	.75	0
<b>SUBTOTAL</b>					

**Reviewers Comments:**

<b>Strengths:</b>	
<b>Additional Concerns and Questions:</b>	

**Narrative Rating Score**

1. Need for Project \_\_\_\_\_ 15 pts. max

2. Work Plan

Score from section 2 plus score from 2A if Extended School Day, score from 2B if Violence Prevention, Average score of 2A and 2B if applicant chooses both \_\_\_\_\_ 30 pts. max

3. Project Staffing & Management \_\_\_\_\_ 25 pts. max

4. Quality of Project Evaluation \_\_\_\_\_ 10 pts. max

Total for 1-4 out of a possible 80 points = \_\_\_\_\_ 80 pts. max

5. Budget and Budget Narrative (Maximum 20 Points) <i>Applicant should describe how the proposed expenditures are appropriate, reasonable, and necessary to support the project activities and goals.</i>	Very Good	Good	Fair	Poor	Missing Response
a. The applicant demonstrates program expenditures that are reasonable and are primarily targeted to the provision of direct services to students. (5 points)	5.00	3.75	2.50	1.25	0
b. The applicant demonstrates a system for tracking costs that are allocated specifically for the Extended School Day/School Violence Prevention Program. (5 points)	5.00	3.75	2.50	1.25	0
c. The applicant demonstrates the allocation of funds to each budget category of the FS-10 budget form, how the budget reflects services to be provided, and the anticipated results and benefits. (5 points)	5.00	3.75	2.50	1.25	0
d. Expenditures in the budget are within the funding caps detailed in this RFP for administration (5%), planning and professional development (5%), and evaluation (3%) and the provision of minimum direct service by lead agency (15%). (5 points)	5.00	3.75	2.50	1.25	0
<b>SUBTOTAL</b>					

**Reviewers Comments:**

<b>Strengths:</b>	
<b>Additional Concerns and Questions:</b>	

<b>SCORE BY SECTION</b>		
<b>Section</b>	<b>Maximum Points</b>	<b>Applicant's Score</b>
<b>Proposal Narrative</b>	<b>80</b>	
<b>Budget</b>	<b>20</b>	
<b>SUB TOTAL</b>	<b>100</b>	
<b>Priority Points-Any of the designations below will result in adding 3 priority points. *Applicant must receive a minimum of 60 out of 100 points for priority points to apply.</b>	<b>Points</b>	<b>Applicant's Score</b>
<ul style="list-style-type: none"> <li>• Districts with a 2 or above on the Needs Resource Index (see Appendix D).</li> </ul>		
<ul style="list-style-type: none"> <li>• More than 2/3 of participating schools are listed on the most recent TSI (Targeted Support and Improvement) or CSI (Comprehensive Support and Improvement) lists.</li> </ul>		
<ul style="list-style-type: none"> <li>• A ranking of 1-4 on the Need/Resource Capacity Category Index (see Appendix E).</li> </ul>		
<ul style="list-style-type: none"> <li>• <b>TOTAL SCORE</b></li> </ul>		

## XXVIII. APPENDICES AND ATTACHMENTS

### Required Terms and Certifications

Appendix A:	Standard Clauses for NYS Contracts
Appendix A-1G:	Agency-Specific Clauses
Appendix B:	General Assurances
Appendix C:	Statement of Assurances
Appendix D:	Needs Resource Index (NRI)
Appendix E:	Need Resource Capacity Index (1-4)
Appendix Z:	Required Certifications and Assurances

### Attachments

1. APPLICATION CHECKLIST
2. APPLICATION COVER PAGE
- 2-A LEAD APPLICANT AGENCY PROFILE
3. COLLABORATING AGENCY AND SCHOOL DISTRICT FORM
4. STATEMENT OF COMMITMENT FORM
5. PARTICIPATING SCHOOLS FORM
6. STATEMENT OF GOALS, OBJECTIVES, ACTIVITIES, AND PERFORMANCE INDICATORS
7. EXTENDED SCHOOL DAY PROGRAM SITE INFORMATION FORM
8. COMPOSITE BUDGET FORM
9. PARTNERSHIP AGREEMENT
10. CONSORTIUM MEMBER PARTNER DISCLOSURE FORM (applicable for all consortia members)
11. NYSED's Data Privacy Appendix with DPA Exhibit 1 and DPA Exhibit 2
12. MWBE DOCUMENTATION
  - M/WBE Checklist
  - M/WBE Goal Calculation Worksheet
  - M/WBE Cover Letter
  - M/WBE Utilization Plan (M/WBE 100)
  - Notice of Intent to Participate (M/WBE 102)
  - M/WBE Contractor Good Faith Efforts Certification (M/WBE 105)
  - M/WBE Contractor Unavailable Certification (M/WBE 105A)
  - Request for Waiver Form (M/WBE 101)
  - Equal Employment Opportunity Staffing Plan (EEO 100) and Instructions

**Appendix A**  
**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(October 2019)

**APPENDIX A-1-G**

## General

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

## Terminations

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

## Responsibility Provisions

## A. General Responsibility Language

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

## B. Suspension of Work (for Non-Responsibility)

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

## C. Termination (for Non-Responsibility)

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

### **Safeguards for Services and Confidentiality**

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

## APPENDIX B

### GENERAL ASSURANCES

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

#### Terminations

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

#### Responsibility Provisions

##### A. General Responsibility Language

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

##### B. Suspension of Work (for Non-Responsibility)

The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given

written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

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

Safeguards for Services and Confidentiality

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



Iran Divestment Act

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

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

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before SED may approve a request for Assignment of Contract. During the term of the Contract, should SED receive information that a person is in violation of the above-referenced certification, SED will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then SED shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SED reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award. Rev. 6/4/13

**APPENDIX C****STATEMENT OF ASSURANCES**

**As Chief School Officer or Chief Executive Officer, I have signed the cover page (Attachment 2) assuring that the school district and/or each participating agency provider will operate according to Education Law § 2814.**

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

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

## Appendix D

### Districts with a 2 or greater Needs Resource Index (NRI)

District	NEEDS RESOURCE INDEX (NRI)
ADDISON	3.729
ADIRONDACK	2.069
AFTON	3.418
ALBANY	2.117
ALBION	3.073
ALEXANDER	2.146
ALFRED ALMOND	2.324
ALLEGANY-LIMES	2.223
ALTMAR PARISH	3.974
AMSTERDAM	2.734
ANDOVER	3.337
ARKPORT	2.405
AUSABLE VALLEY	2.329
AVOCA	3.073
BAINBRIDGE GUI	2.706
BARKER	2.692
BATH	3.024
BEAVER RIVER	2.554
BELFAST	4.634
BINGHAMTON	2.858
BOLIVAR-RICHBG	4.956
BRADFORD	3.158
BRASHER FALLS	5.479
BRENTWOOD	4.446
BROCTON	3.590
BROOKFIELD	3.896
BRUSHTON MOIRA	5.452
BUFFALO	4.964
CAMDEN	3.210
CAMPBELL-SAVON	3.139
CANAJOHARIE	2.888
CANASERAGA	3.351
CANDOR	2.984
CANISTEO-GREEN	4.129
CANTON	2.431

CARTHAGE	3.699
CASSADAGA VALL	3.330
CATO MERIDIAN	2.529
CATTARAUGUS-LI	2.995
CENTRAL ISLIP	3.481
CENTRAL VALLEY	2.665
CHARLOTTE VALL	2.733
CHATEAUGAY	2.577
CINCINNATUS	4.175
CLIFTON FINE	2.078
CLYDE-SAVANNAH	3.503
CLYMER	2.144
COBLESKL-RICHM	2.208
COPENHAGEN	2.859
CROWN POINT	3.311
CUBA-RUSHFORD	2.520
DALTON-NUNDA	2.780
DANSVILLE	2.902
DE RUYTER	2.710
DOLGEVILLE	3.244
DUNDEE	2.454
DUNKIRK	4.002
EDMESTON	2.077
EDWARDS-KNOX	4.079
ELBA	2.237
ELLENVILLE	2.544
ELMIRA	2.776
FALCONER	2.566
FALLSBURG	2.640
FILLMORE	4.651
FONDA FULTONVI	2.025
FORESTVILLE	2.370
FORT PLAIN	3.704
FRANKLIN	2.022
FRANKLINVILLE	3.509
FREEPORT	2.181
FREWSBURG	2.482
FRIENDSHIP	6.766
FULTON	2.712
GENESEE VALLEY	3.111
GENEVA	2.038
GLBTSVLE-MT U	2.989
GLOVERSVILLE	3.070

GOUVERNEUR	4.307
GOWANDA	3.885
GRANVILLE	2.631
GREENE	2.688
GRGETWN-SO OTS	2.701
GROTON	2.067
HAMMOND	2.214
HANCOCK	2.042
HANNIBAL	4.252
HARPURSVILLE	3.706
HARRISVILLE	3.045
HARTFORD	2.358
HEMPSTEAD	5.123
HERMON DEKALB	4.285
HEUVELTON	3.997
HINSDALE	2.956
HOLLEY	2.382
HOOSICK FALLS	2.088
HORNELL	3.127
INDIAN RIVER	4.967
JAMESTOWN	4.280
JASPER-TRPSBRG	3.646
JOHNSON CITY	2.095
KENDALL	2.273
LA FARGEVILLE	2.225
LACKAWANNA	4.502
LANSINGBURGH	2.425
LAURENS	2.741
LETCHWORTH	2.787
LIBERTY	2.902
LISBON	3.323
LITTLE FALLS	2.429
LOWVILLE	2.804
LYNCOURT	2.253
LYNDONVILLE	2.602
LYONS	3.141
MADISON	2.673
MADRID WADDING	3.391
MALONE	3.612
MARATHON	3.446
MASSENA	3.168
MCGRAW	3.368
MEDINA	3.012

MEXICO	2.194
MIDDLEBURGH	2.491
MIDDLETOWN	2.975
MONTICELLO	2.189
MORAVIA	2.329
MORIAH	3.976
MORRIS	3.093
MORRISTOWN	2.537
MORRISVILLE EA	2.671
MOUNT MORRIS	3.994
MT MARKHAM CSD	3.339
N. ROSE-WOLCOT	2.616
NEWARK	2.394
NEWARK VALLEY	2.963
NEWBURGH	2.393
NEWFIELD	2.735
NIAGARA FALLS	3.773
NORTHEASTERN	2.767
NORTHRN ADIRON	2.986
NORWICH	2.653
NORWOOD NORFOL	4.082
OAKFIELD ALABA	2.626
ODESSA MONTOUR	2.704
OGDENSBURG	2.996
OP-EPH-ST JHNS	3.308
OTEGO-UNADILLA	2.434
OXFORD	3.448
PANAMA	2.869
PARISHVILLE	2.480
PAVILION	2.345
PEEKSKILL	2.190
PERRY	2.110
PERU	2.206
PINE VALLEY	3.890
POLAND	2.084
PORT BYRON	2.275
PORT JERVIS	2.272
PORTVILLE	2.814
POUGHKEEPSIE	2.941
PRATTSBURG	2.931
PULASKI	2.693
RANDOLPH	2.872
RED CREEK	3.116

REMSEN	2.321
RENSSELAER	2.165
RICHFIELD SPRI	2.491
RIPLEY	2.695
ROCHESTER	5.591
ROME	2.568
ROOSEVELT	3.785
S. JEFFERSON	2.824
SALAMANCA	5.597
SALEM	2.294
SALMON RIVER	9.707
SANDY CREEK	2.957
SARANAC	2.235
SCHENECTADY	4.132
SCHENEVUS	2.541
SCHOHARIE	2.038
SCIO	4.491
SHARON SPRINGS	2.832
SHERBURNE EARL	3.765
SHERMAN	3.160
SIDNEY	2.921
SILVER CREEK	2.165
SODUS	2.636
SOUTH LEWIS	2.816
SPENCER VAN ET	2.989
ST REGIS FALLS	3.377
STAMFORD	2.449
STOCKBRIDGE VA	3.231
SYRACUSE	5.373
TIOGA	3.275
TROY	2.376
UNADILLA	3.704
UTICA	6.762
VAN HORNSVILLE	2.496
WALTON	2.611
WARRENSBURG	2.145
WARSAW	2.410
WATERLOO CENT	2.335
WATERTOWN	2.181
WATERVILLE	2.656
WATERVLIET	2.324
WAVERLY	2.465
WAYLAND-COHOCT	3.096

WELLSVILLE	2.738
WEST CANADA VA	2.546
WEST VALLEY	2.193
WESTFIELD	2.239
WHITEHALL	2.648
WHITESVILLE	3.763
WHITNEY POINT	3.580
WILLIAM FLOYD	2.015
WINDSOR	2.350
WORCESTER	2.884
WYANDANCH	5.550
YORK	2.092
YORKSHRE-PIONE	2.762



## Appendix E

### Need Resource Capacity Index (1-4)

School districts across the State of New York are classified by N/RC index as one of the following six types.

1. New York City
2. Large City (Buffalo, Rochester, Syracuse, or Yonkers)
3. High N/RC Urban or Suburban
4. High N/RC Rural
5. Average N/RC
6. Low N/RC
7. Charter Schools

District	NEED RESOURCE CATEGORIES (1-4)
ADDISON	4
ADIRONDACK	4
AFTON	4
ALBANY	3
ALBION	4
ALTMAR PARISH	4
AMITYVILLE	3
AMSTERDAM	4
ANDOVER	4
AUBURN	3
AVOCA	4
BATAVIA	4
BATH	4
BEAVER RIVER	4
BELFAST	4
BELLEVILLE-HEN	4
BINGHAMTON	3
BOLIVAR-RICHBG	4
BOQUET VALLEY	4
BRADFORD	4
BRASHER FALLS	4
BRENTWOOD	3
BROCTON	4
BROOKFIELD	4

BRUSHTON MOIRA	4
BUFFALO	2
CAMDEN	4
CAMPBELL-SAVON	4
CANAJOHARIE	4
CANASERAGA	4
CANDOR	4
CANISTEO-GREEN	4
CARTHAGE	4
CASSADAGA VALL	4
CENTRAL ISLIP	3
CENTRAL VALLEY	3
CHARLOTTE VALL	4
CHATEAUGAY	4
CHENANGO VALLE	4
CINCINNATUS	4
CLIFTON FINE	4
CLYDE-SAVANNAH	4
COHOES	3
COPENHAGEN	4
COPIAGUE	3
CORTLAND	3
CROWN POINT	4
CUBA-RUSHFORD	4
DANSVILLE	4
DE RUYTER	4
DEPOSIT	4
DOLGEVILLE	4
DOWNSVILLE	4
DUNDEE	4
DUNKIRK	3
EAST RAMAPO	3
EDMESTON	4
EDWARDS-KNOX	4
ELLENVILLE	4
ELMIRA	3
FALLSBURG	4
FILLMORE	4
FORT PLAIN	4
FRANKLIN	4
FRANKLINVILLE	4
FREEPORT	3
FRIENDSHIP	4

FULTON	3
GENESEE VALLEY	4
GENEVA	4
GLBTSVILLE-MT U	4
GLENS FALLS CO	3
GLOVERSVILLE	4
GOUVERNEUR	4
GOWANDA	4
GRANVILLE	4
GREEN ISLAND	3
GREENE	4
GRGETWN-SO OTS	4
HADLEY LUZERNE	4
HAMMOND	4
HANCOCK	4
HANNIBAL	4
HARPURSVILLE	4
HEMPSTEAD	3
HERKIMER	4
HERMON DEKALB	4
HEUVELTON	4
HINSDALE	4
HORNELL	4
HUDSON	4
HUDSON FALLS	4
INDIAN RIVER	4
JAMESTOWN	3
JASPER-TRPSBRG	4
JEFFERSON	4
JOHNSON CITY	3
KIRYAS JOEL	3
LA FARGEVILLE	4
LACKAWANNA	3
LANSINGBURGH	3
LAURENS	4
LIBERTY	4
LISBON	4
LITTLE FALLS	4
LIVINGSTON MAN	4
LOWVILLE	4
LYME	4
LYONS	4
MADISON	4

MALONE	4
MARATHON	4
MARGARETVILLE	4
MASSENA	4
MCGRAW	4
MEDINA	4
MIDDLETOWN	3
MILFORD	4
MONTICELLO	4
MORIAH	4
MORRIS	4
MORRISTOWN	4
MORRISVILLE EA	4
MOUNT MORRIS	4
MOUNT VERNON	3
MT MARKHAM CSD	4
N. ROSE-WOLCOT	4
NEW YORK CITY	1
NEWARK	4
NEWBURGH	3
NEWFIELD	4
NIAGARA FALLS	3
NORTHRN ADIRON	4
NORWICH	4
NORWOOD NORFOL	4
ODESSA MONTOUR	4
OGDENSBURG	4
OLEAN	3
OP-EPH-ST JHNS	4
OTEGO-UNADILLA	4
OXFORD	4
PARISHVILLE	4
PEEKSKILL	3
PENN YAN	4
PINE VALLEY	4
PLATTSBURGH	3
POLAND	4
PORT CHESTER	3
PORT JERVIS	4
POUGHKEEPSIE	3
PRATTSBURG	4
PULASKI	4
RANDOLPH	4

RED CREEK	4
REMSEN	4
RENSELAER	3
RICHFIELD SPRI	4
RIPLEY	4
ROCHESTER	2
ROME	3
ROMULUS	4
ROOSEVELT	3
SALAMANCA	4
SALMON RIVER	4
SANDY CREEK	4
SCHENECTADY	3
SCIO	4
SHERBURNE EARL	4
SHERMAN	4
SIDNEY	4
SILVER CREEK	4
SLOAN	3
SODUS	4
SOLVAY	3
SOUTH LEWIS	4
SOUTH SENECA	4
SPENCER VAN ET	4
ST REGIS FALLS	4
STAMFORD	4
SYRACUSE	2
TICONDEROGA	4
TIOGA	4
TROY	3
UNADILLA	4
UNIONDALE	3
UTICA	3
VAN HORNSVILLE	4
WALTON	4
WATERLOO CENT	4
WATERTOWN	3
WATERVLIET	3
WAVERLY	4
WAYLAND-COHOCT	4
WELLSVILLE	4
WESTBURY	3
WESTFIELD	4

WHITEHALL	4
WHITESVILLE	4
WHITNEY POINT	4
WYANDANCH	3
YONKERS	2
YORKSHRE-PIONE	4

## Appendix F

### NYSED Consortium Policy for State Discretionary Grant Programs

**Participants can form a consortium to apply for the grant. In order to do so, the consortium must meet the following requirements:**

1. The consortium must designate one of the members to serve as the applicant and fiscal agent for the grant. The applicant agency must be an eligible grant recipient. All other consortium members must be eligible grant participants, as defined by the program statute or regulation.
2. In the event a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the applicant agency/fiscal agent, not the consortium, since the group is not a legal entity.
3. The applicant agency/fiscal agent must meet the following requirements:
  - A. Must be an eligible grant recipient as defined by statute;
  - B. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds (Failure to provide required reports may result in the suspension of funding.);
  - C. Must require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
  - D. Must be an active member of the partnership/consortium.
  - E. Is PROHIBITED from subgranting funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.
  - F. Must be responsible for the performance of any services provided by the partners, consultants or other organizations and must coordinate how each plan to participate.

## APPENDIX Z

### Required Assurances and Certifications

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

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#### Sexual Harassment Prevention Certification

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

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#### ASSURANCES - NON-CONSTRUCTION PROGRAMS

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**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Education Department Program Contact listed in the Application. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, and by signing the Application Cover Page, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.



5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards that may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands

pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**Standard Form 424B (Rev. 7-97), Prescribed by 2 CFR Part 200, Authorized for Local Reproduction, as amended by New York State Education Department**

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**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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These certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

## **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 CFR Part 200, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180

### **A. The applicant certifies that it and its principals:**

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of any offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

**B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.**

### **3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTIONS**

The terms “debarment,” “suspension,” “excluded,” “disqualified,” “ineligible,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded” as used in this certification have the meanings set forth in 2 CFR Part 180, Subpart I, “Definition.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR Part 180 Subpart B, “What is a covered transaction?”

#### **A. The applicant certifies that it and its principals:**

- (a) Upon approval of their application, in accordance with 2 CFR Part 180 Subpart C, they shall not enter into any lower-tier non-procurement covered transaction with a person without verifying that the person is not excluded or disqualified unless authorized by USDOE.
- (b) Will obtain an assurance from prospective participants in all lower tier covered non-procurement transactions and in all solicitations for lower tier covered non-procurement transactions that the participants will comply with the provisions of 2 CFR Part 180 subparts A, B, C and I.
- (c) Will provide immediate written notice to the New York State Education Department if at any time the applicant and its principals learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

**NEW YORK STATE DEPARTMENT OF EDUCATION  
ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) ASSURANCES**

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**These assurances are required for programs funded under the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act of 2015.**

As the chief school officer of the applicant, by signing the Application Cover Page, I certify that:

- (1) the applicant will comply with the requirements of Education Law § 3214(3)(d) and (f) and the Gun-Free Schools Act (20 U.S.C. § 7151);
- (2) the applicant will comply with the requirements of 20 U.S.C. § 7908 on military recruiter access;
- (3) the applicant will comply with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;
- (4) the applicant will comply with the requirements of Education Law § 2802(7), and any state regulations implementing such statute and 20 U.S.C. § 7912 on unsafe school choice;
- (5) the applicant will comply with all fiscal requirements that apply to the program, including but not limited to any applicable supplement not supplant or local maintenance of effort requirements; and
- (6) the applicant understands the importance of privacy protections for students and is aware of the responsibilities of the grantee under section 20 U.S.C. 1232g (FERPA) (ESSA §854).

## Attachment 1 Application Checklist

Applicant Name \_\_\_\_\_

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

**\*Required Document: Failure to submit this document will result in immediate disqualification of the application.**

<b><i>Required Documents</i></b>	<b>Submitted via Survey Monkey Apply</b>	<b><i>Submitted via Postal Mail</i></b>
Mandatory Notice of Intent (NOI)	<input type="checkbox"/> -SMA Form	N/A
<a href="#">Payee Information Form/NYSED Substitute W-9 Form</a> (not required for LEAs)	<input type="checkbox"/> -Upload	<input type="checkbox"/>
Application Checklist (Attachment 1)	N/A	<input type="checkbox"/>
*Application Cover Page (Attachment 2, with original signatures in <a href="#">blue ink</a> )	<input type="checkbox"/> -Upload	<input type="checkbox"/>
*Lead Applicant Agency Profile (Attachment 2-A)	<input type="checkbox"/> -SMA Form	N/A
*Collaborating Agency/School District Form (Attachment 3)	<input type="checkbox"/> -SMA Form	N/A
*Statement of Commitment Form (Attachment 4)	<input type="checkbox"/> -Upload	<input type="checkbox"/>
*Participating Schools Form (Attachment 5)	<input type="checkbox"/> -SMA Form	N/A
*Statement of Goals, Objectives, Activities, and Performance Indicators (Attachment 6)	<input type="checkbox"/> -Upload	N/A
*Extended School Day Program Site Information Form (Attachment 7)	<input type="checkbox"/> -SMA Form	N/A
*Program Narrative	<input type="checkbox"/> -Upload	N/A
*Budget Narrative	<input type="checkbox"/> -Upload	N/A
*FS-10 Budget Proposal (July 1, 2021 to June 30, 2022)	<input type="checkbox"/> -Upload	<input type="checkbox"/>
*Composite Budget Form (Attachment 8)	<input type="checkbox"/> -Upload	<input type="checkbox"/>
*Partnership Agreement ( <i>not applicable for school district applying without a partner</i> ) (Attachment 9)	<input type="checkbox"/> -Upload	<input type="checkbox"/>

*Consortium Member Partner Disclosure Form ( <i>applicable for all consortia members</i> ) (Attachment 10)	<input type="checkbox"/> -Upload	<input type="checkbox"/>
*NYSED's Data Privacy Appendix, with DPA Exhibit 1 and DPA Exhibit 2 (Attachment 11)	<input type="checkbox"/> -Upload	N/A
*M/WBE Documents Package (Attachment 12)	<input type="checkbox"/> -Upload	N/A
Worker's Compensation Documentation (encouraged)	<input type="checkbox"/> -Upload	N/A
Disability Benefits Documentation (encouraged)	<input type="checkbox"/> -Upload	N/A
Is the applicant prequalified on Grants Gateway, if required? (While no documentation is required with the application, the applicant <b>will be required to prequalify</b> in order to be eligible for this grant opportunity)	<input type="checkbox"/> -Question on SMA	N/A

**Attachment 2**  
 Extended School Day/School Violence Prevention Grant (ESD/SVP)  
**Application Cover Page**

**Agency Code**

--	--	--	--	--	--	--	--	--	--	--	--

<i>Complete all parts of this form and include it as part of the application.</i>	
Type of Project (ESD, SVP, or Both ESD/SVP):	Geographical Region (NYC, Big 4, or RoS):
Annual Dollar Amount Requested:	NYS Vendor ID:
FEIN #:	
Name of Applicant agency:	Name and Title of Primary Contact Person:
Address:  City:                      Zip Code:  County:	Telephone:
	Fax:
	E-Mail:
Address(es) of project location(s):	
If you are applying as part of a consortium list your consortium members:	
<p>I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Certifications, Appendix A, Appendix A-1G, Assurances in Appendix B and C, Attachment 11 and Appendix Z and the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p>	
Original Signature of Chief Administrative Officer ( <b>in blue ink</b> )	Typed Name of Chief Administrative Officer:
Date:	Phone: (    )
E-mail address:	
Primary Grant Writer (Name, Organization/Company):	



## Attachment 2-A Lead Applicant Agency Profile (example)



### Lead Applicant Agency Profile

Application Number

Name of Applicant Agency:

Address:

City:

Zip:

County:

Agency Code/BEDS CODE:

Geographical Region:

- New York City
- Big 4 (Buffalo, Rochester, Syracuse, Yonkers)
- Rest of State

NYS Vendor ID:

FEIN #:

Name of Primary Contact Person:

Title of Primary Contact Person:

Telephone:

Fax:

Email:

Type of Project (Check all that apply.):

- Extended School Day (ESD)
  School Violence Prevention (SVP)
  Both ESD and SVP

Total Dollar Amount Requested:

\$

Chief Administrative Officer:

Phone:

Email:

Primary Grant Writer (Name, Organization/Company)\*May not be the same as the contracted independent evaluator):

The lead applicant agency understands that the contracted independent evaluator may not be the primary grant writer of this proposal.

- I understand

Lead Applicant Agency's Prior ESD/SVP Status

If N/A, please also enter N/A under award date.

	N/A	Prior	Current	Award End Date
ESDSVP Round 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
ESDSVP Round 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
ESDSVP Round 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

**Additional Prior/Current After-School Funding Sources (check all that apply):**

If N/A, please also enter N/A under award date.

	N/A	Prior	Current	Additional Information
21st CCLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Advantage After School Grant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Empire After School Grant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Beacon Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
COMPASS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Federally funded program (please list):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
State-funded program (please list)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Locally-funded program (please list)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Other (please list)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

**Partners and Service Providers Participating in this Grant (check all that apply):**

- |                                                                                                                 |                                                                    |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> National Organizations (e.g., Boys & Girls Clubs, YMCA/YWCA, Big Brothers/Big Sisters) | <input type="checkbox"/> BOCES                                     |
| <input type="checkbox"/> Community-Based Organizations (local non-profits or foundations)                       | <input type="checkbox"/> Faith-Based Organizations                 |
| <input type="checkbox"/> Libraries or Museums                                                                   | <input type="checkbox"/> Hospitals/Clinics/Health Providers        |
| <input type="checkbox"/> Businesses                                                                             | <input type="checkbox"/> Public School District                    |
| <input type="checkbox"/> Colleges or Universities                                                               | <input type="checkbox"/> Other (please list): <input type="text"/> |
| <input type="checkbox"/> County or Municipal Agencies (e.g., police, Parks & Recreation, Social Services)       |                                                                    |

**Services to be Provided in this Grant (check all that apply):**

- |                                                      |                                                   |
|------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Academic Support/Enrichment | <input type="checkbox"/> Tutoring/Mentoring       |
| <input type="checkbox"/> Mathematics                 | <input type="checkbox"/> Stem                     |
| <input type="checkbox"/> Science                     | <input type="checkbox"/> Health/Nutrition         |
| <input type="checkbox"/> English Language Arts       | <input type="checkbox"/> Youth Development        |
| <input type="checkbox"/> Art, Music, Dance, Theater  | <input type="checkbox"/> Drug/Violence Prevention |
| <input type="checkbox"/> Entrepreneurial Education   | <input type="checkbox"/> Counseling               |

- Physical Fitness, Wellness
- Technology, Video or Media
- Library Services
- Family Literacy
- Other Family Education

- Social Emotional Learning
- Character Education
- Service Learning
- Other (please list):

**The majority of students to be served by this program attend school in the following location:**

- Big Four Cities (Buffalo, Rochester, Syracuse or Yonkers)
- Bronx (Bronx County)
- Brooklyn (Kings County)
- Manhattan (New York County)
- Queens (Queens County)
- Rest of State (Includes Long Island)
- Staten Island (Richmond County)

**The majority of students to be served by this program attend school in the following NYS Senate District:**

Look up your NYS Senate district here: <https://www.elections.ny.gov/district-map.html>

**The majority of students to be served by this program attend school in the following NYS Assembly District:**

Look up your NYS Assembly district here: <https://www.elections.ny.gov/district-map.html>

**The majority of students to be served by this program attend school in the following NYS Judicial District:**

Look up your NYS Judicial District here: <https://www.regents.nysed.gov/members/findrep>

# Attachment 3

## Collaborating Agency/School District Form (example)

### Collaborating Agencies and School Districts

0%

This form should list all of the school districts and agencies collaborating with the applicant. If you have more than 12 partners, please email [esdsvprfp@nysed.gov](mailto:esdsvprfp@nysed.gov) to request additional pages.

#### Collaborating Agency or School District #1 (Attachment 3)

Agency/District Name:

Address:

City:

Zip:

Contact Person:

Phone:

Email:

If applying as a consortium, check if this applicant is a consortium member.

If applying as a consortium, indicate role of district/agency: e.g., consortia member, partner, vendor, etc.

Do you have another collaborating agency or school district to add?

Yes  No

## Attachment 4

Collaborating School District/Agency

**Statement of Commitment  
(duplicate as needed)**

This form must be completed by all collaborating school districts and agencies.

On behalf of the collaborating agency, \_\_\_\_\_, I hereby commit to cooperate and participate in the collaborative development/implementation of a plan to provide extended school day programs and/or school violence prevention strategies.

**FURTHER:** I agree to provide activities and services as described in the plan.

I agree to permit the use of equipment, facilities and resources as described in the plan.

\_\_\_\_\_  
Type or Print name of collaborating school district/agency

\_\_\_\_\_  
Signature of the collaborating Superintendent/Executive Director  
(Please use Blue Ink)

\_\_\_\_\_  
Type or Print Name of Superintendent/Executive Director                      Date

# Attachment 5

## Participating Schools Form (example)

### Participating Schools

Please list all schools attended by the students you propose to serve. All information must be provided in full. If you have more than 12 participating schools, please email [esdsvprfp@nysed.gov](mailto:esdsvprfp@nysed.gov) to request additional lines.

#### School Building 1

School Building Name

School Building BEDS Code

Building Principal Name

Building Principal Phone

Building Principal Email

School Building Total Enrollment

Number of Children to be served by this proposal

Grade Levels to be served by this proposal (check all that apply)

- Pre-K
- K
- 1st
- 2nd
- 3rd
- 4th
- 5th
- 6th
- 7th
- 8th
- 9th
- 10th
- 11th
- 12th

Do you have another participating school to add?

- Yes
- No

## Attachment 6

### Statement of Goals, Objectives, Activities, and Performance Indicators

Complete this form for each goal of the program. Each goal must address a need, be accompanied by measurable objectives, planned activities, a timeline to accomplish those objectives and performance indicators and measures for each.

Duplicate as needed. Limit to 1 page per goal.

Goal Statement: \_\_\_\_\_

# of Need	Measurable Objective	Program Activities And Staff Responsible	Completion Timeline	Performance Indicators



## Attachment 7- Extended School Day Program Site Information (example)

0%

**Extended School Day Program Site Information**

**1: Name of School/CBO Site**

**1: Academic Year Schedule**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours of Operation	fs						
Hours of Operation							
Hours of Operation							

**1: Grades Served**

Pre-K  
  K  
  1st  
  2nd  
  3rd  
  4th  
  5th  
  6th  
  7th  
  8th  
  9th  
  10th  
  11th  
  12th

**1: Number of students to be served at this site (the total number of students served at all sites must match the number of students served on the composite budget form and in your narrative):**

**1: Summer Schedule**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours of Operation							
Hours of Operation							
Hours of Operation							

**1: Grades Served**

Pre-K  
  K  
  1st  
  2nd  
  3rd  
  4th  
  5th  
  6th  
  7th  
  8th  
  9th  
  10th  
  11th  
  12th

**1: Unduplicated number of students to be served (the total number of students served at all sites must match the number of students served on the composite budget form and in your narrative):**

*This number should not include students who participate in in the program during both the academic year and summer.*

**Do you have another program site to add?**

Yes  
  No

## Attachment 8

Attachment 8

## ESD/SVP Round 4 Composite Budget

Applicant Name:							
(NYSED Use Only) Applicant Number:		Col A	Col B	Col C	Col D	Col E	
Expenditure Category	Budget Code	Amount	Direct Service by Lead Fiscal Agent	Admin Expense	Evaluation expense	Plan and Prof Dev Expense	
1	Salaries for Professional Personnel	15	0	0	0	0	0
2	Salaries for Non-Professional Personnel	16	0	0	0	0	0
3	Purchased Services	40	0	0	0	0	0
4	Supplies & Materials	45	0	0	0	0	0
5	Travel Expenses	46	0	0	0	0	0
6	Employee Benefits	80	0	0	0	0	0
7	<b>SUBTOTAL (of Lines 1-6)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
8	Indirect Cost	90	0		0		
9	BOCES Services	49	0	0	0	0	0
10	Minor Remodeling	30	0	0	0	0	0
11	Equipment	20	0	0	0	0	0
12	<b>GRAND TOTAL (Lines 7-11)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
13	Number of Students Served						
14	Cost Per Student		#DIV/0!				
15	Percentage of Budget			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

**Instructions:**

Column A: Transfer and insert year one budget amount for the category from the FS-10 budget form.

Line 13: Insert number of students served. Cost per student must not exceed \$1,600.

Column B: Insert amounts attributed to direct services provided by the lead applicant. At least 15%.

Column C: Insert amounts attributable to administrative expense. Not to exceed 5%.

Column D: Insert evaluation expense. Not to exceed 3%.

Column E: Insert Planning and Professional Development Expense. Not to exceed 5%.

\*Excel File available for download at [Survey Monkey Apply](#)

## Attachment 9

### SAMPLE PARTNERSHIP AGREEMENT

**Applicants must develop their own agreements. Failure to submit customized Partnership Agreement(s) will be an indicator that the required collaboration did not occur. The following sample is to assist you in the development of your agreements.**

#### Partnership Agreement

\_\_\_\_\_ and \_\_\_\_\_  
 (Name of Applicant) (Name(s) of Partnering Agencies)

agree to assume and perform the following roles and responsibilities in the administration of the Extended School Day School Violence Prevention Program (ESDSVP) during the 2021-26 funding cycle. The goal of this program is to provide an Extended School Day School Violence Prevention Program of the highest quality for the participating students.

The partnership agreement is composed of three sections:

- Joint Responsibilities of the Applicant and Partnering Agencies
- Responsibilities of the Partnering Agencies
- Responsibilities of the School District

#### **I. Joint Responsibilities of the Applicant and Partnering Agencies**

1. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, field trips, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.
2. Structure and facilitate meaningful communication between the school staff and the Extended School Day/School Violence Prevention Program. Provide on-going opportunities for school staff and ESDSVP staff to plan, coordinate, and integrate curricular areas with school activities.
3. Hold regularly scheduled meetings between the staff of the partnering agencies and school principal, as well as other appropriate personnel, to discuss all issues pertaining to the Extended School Day School Violence Prevention Program. Issues would include, but not be limited to, staff performance, effectiveness of program features, student development, and other issues of program evaluation.
4. Develop mechanisms and opportunities to communicate on a regular basis with both the Parents' Association, School Board, and the family members of the program's students, including information regarding school day and after-school program that is accessible in a public space.

5. Recruit, select, and enroll student participants in the Extended School Day/School Violence Prevention Program and disseminate procedural information widely.

## **II. Responsibilities of the Partnering Agencies**

1. Communicate and provide information to the lead applicant about the Extended School Day/School Violence Prevention Program through regularly scheduled meetings.
2. If applicable, recruit, hire, and train all program staff in cooperation with the school. The school principal and/or his/her designee will participate in the selection of the full-time person responsible for the program.
3. Manage the day-to-day operations of the program and notify the lead applicant of any problems, issues, and concerns in a timely fashion.
4. Track student enrollment and attendance and provide that information to the lead applicant on at least a monthly basis.
5. Invite designated school staff to attend staff meetings.
6. Attend school staff meetings as determined by the lead applicant.
7. Make staff available for in-service training throughout the school year and arrange for appropriate substitute coverage.
8. Work cooperatively with the research and evaluation component of the Extended School Day/School Violence Prevention Program.
9. Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after-school program, and keeping the spaces used by the after-school program clean. Equipment will be inventoried and labeled.
10. Ensure that all applicable local and state requirements for staff clearances are met.
11. Develop protocol for emergency notification of parents and/or guardians.
12. Establish procedures for the safe-keeping and safe transport of children after program hours.
13. Ensure that there are staff on-site during program hours trained in first aid, CPR and medical emergencies.
14. Maintain appropriate insurance coverage.

15. Provide the lead Extended School Day/School Violence Prevention Program with all appropriate and requested financial information and reports in a timely fashion.

**III. Responsibilities of the School**

1. Work cooperatively with the Extended School Day School Violence Prevention Program, the Resource Center, and independent evaluator. Information requested by evaluators is to be provided in a timely manner. This may include, but not be limited to, sharing school profiles and all relevant data available in the public domain. In addition, test scores, grades, attendance, etc. will be provided with full protection of the rights of the students and within the regulations of the school system.
2. If the program is school based, assure the availability of clean spaces for the after-school program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space.
3. Supply adequate and appropriate storage space for the after-school program's materials and equipment.
4. Facilitate the provision of full custodial services at no cost.
5. Identify and organize appropriate security for the after-school program.

Agreed on this day, _____, by	
(Month/day/year)	
_____ (Name of Applicant)	_____ (Signature of Executive Director)
_____ (Name of Partnering Agency)	_____ (Signature of Executive Director)
_____ (Name of School District)	_____ (Signature of District Superintendent)

(You may add more signatures as appropriate.)

**Attachment 10**

**Applicant Consortium Member/Partner Disclosure**

<b>Lead Applicant, Consortium Member or Partner Name:</b>	
-----------------------------------------------------------	--

**Part I: Please list all applications in which the lead applicant, consortium member or partner listed above is acting as a lead applicant.**

<b>Application Submission Number:</b> <i>(Visible after the title of your submission on the Survey Monkey Apply Task List for the application. Format: ESD-XXXX)</i>	<b>Lead Applicant Agency</b>	<b>Geographical Region:</b> <i>(New York City, Big 4, or Rest-of-State)</i>	<b>Total award amount requested:</b>

**Part II: Please list all applications in which the lead applicant, consortium member or partner listed above is not acting as a lead applicant but is involved as a consortium member or partner.**

<b>Application Submission Number:</b> <i>(Visible after the title of your submission on the Survey Monkey Apply Task List for the application. Format: ESD-XXXX)</i>	<b>Lead Applicant Agency</b>	<b>Geographical Region:</b> <i>(New York City, Big 4, or Rest-of-State)</i>	<b>Amount of total award request allocated to the Consortium Member/Partner listed above.</b>
<b>Total:</b>			<b>\$0.00</b>

Attachment 10: Applicant Consortium Member/Partner Disclosure is required of all lead Applicant agencies AND Consortium members/partners that are participating in multiple applications.

I hereby certify that I am the applicant, consortium member or partner's chief school/administrative officer and that the information contained in this document is, to the best of my knowledge, complete and accurate.

---

Signature:

Date:

---

Print Name:

**Attachment 11****NEW YORK STATE EDUCATION DEPARTMENT'S  
DATA PRIVACY APPENDIX****ARTICLE I: DEFINITIONS**

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

- 1. Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by New York State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor’s security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
- 2. Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to Students.
- 3. Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
- 4. Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, respectively.
- 5. Educational Agency:** As defined in Education Law § 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.
- 6. Eligible Student:** A student who is eighteen years of age or older.
- 7. Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR § 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
- 8. NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
- 9. Parent:** A parent, legal guardian or person in parental relation to the Student.
- 10. Personally Identifiable Information (PII):** Means personally identifiable information as defined in § 99.3 of Title 34 of the Code of Federal Regulations implementing the Family



Educational Rights and Privacy Act, 20 U.S.C § 1232g, and Teacher or Principal APPR Data, as defined below.

- 11. Release:** Shall have the same meaning as Disclose.
- 12. School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
- 13. Services:** Services provided by Contractor pursuant to the grant administered by the NYS Education Department the Master Contract for which this Data Privacy Appendix is attached and incorporated.
- 14. Student:** Any person receiving Services.
- 15. Student Data or Student Personally Identifiable Information:** Personally Identifiable Information as defined in § 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g.
- 16. Subcontractor:** Contractor's non-employee agents, consultants, volunteers and/or any person or entity funded through the Master Contract who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.
- 17. Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

## ARTICLE II: PRIVACY AND SECURITY OF PII

### 1. Compliance with Law.

Contractor may receive PII regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); New York Education Law § 2-d; the Regulations of the Commissioner of Education at 8 NYCRR Part 121; the New York General Business Law at article 39-F; and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. The Parties enter into this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations. Neither the Services provided nor the manner in which such Services are provided shall violate New York law.

**2. Authorized Use.**

Contractor has no property or licensing rights or claims of ownership to PII, and Contractor must not use PII for any purpose other than to provide the Services.

**3. Contractor's Data Privacy and Security Plan.**

Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner that complies with New York State, federal and local laws, rules and regulations, and the NYS Education Department's ("NYSED") policies. Education Law § 2-d requires that Contractor provide NYSED with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data privacy and security requirements. Contractor's Data Privacy and Security Plan is attached to this DPA as DPA Exhibit 1.

**4. NYSED's Data Privacy and Security Policy.**

State law and regulation require NYSED to adopt a data privacy and security policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with NYSED's Data Privacy and Security Policy located at <http://www.nysed.gov/data-privacy-security/nysed-data-privacy-and-security-policy> and other applicable policies.

**5. Right of Review and Audit.**

Upon NYSED's request, Contractor shall provide NYSED with copies of its policies and related procedures that pertain to the protection of PII in a form that does not violate Contractor's confidentiality obligations and applicable laws. In addition, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, NYSED's policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework performed by an independent third party at Contractor's expense, and provide the audit report to NYSED. In lieu of performing an audit, Contractor may provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

**6. Contractor's Employees and Subcontractors.**

- (a) Contractor shall only disclose PII to Contractor's employees and Subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.

- (b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors prior to utilizing the Subcontractor. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify NYSED and remove such Subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such Subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the Subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements set forth herein.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors, Contractor must not disclose PII to any other party unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify NYSED of the court order or subpoena in advance of compliance but in any case, provides notice to NYSED no later than the time the PII is disclosed, unless such disclosure to NYSED is expressly prohibited by the statute, court order or subpoena.

#### **7. Training.**

Contractor shall ensure that all its employees and Subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

#### **8. Termination.**

The obligations of this DPA shall continue and shall not terminate for as long as the Contractor or its Subcontractors retain PII or retain access to PII.

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

- (a) Contractor is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the term of the Master Contract unless such retention is either expressly authorized for a prescribed period by the Master Contract, expressly requested in writing by NYSED for purposes of facilitating the transfer of PII to NYSED, or expressly required by law. As applicable, upon expiration or termination of the Master Contract, Contractor shall transfer PII, in a format agreed to by the Parties to NYSED.

- (b) When the purpose that necessitated the receipt of PII by Contractor has been completed or Contractor's authority to have access to PII has expired, Contractor shall ensure that all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Contractor shall provide NYSED with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors to the contact and address for notifications set forth in the Master Contract.
- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

#### **10. Commercial or Marketing Use Prohibition.**

Contractor agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose.

#### **11. Encryption.**

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

#### **12. Data Breach.**

Contractor shall promptly notify NYSED of any Breach of PII in the most expedient way possible and without unreasonable delay no later than seven (7) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified mail, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact. Notifications required by this section must be sent to NYSED at the contact provided for contract related notifications with a copy to the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234. Violations of the requirement to notify NYSED shall be subject to a civil penalty

pursuant to Education Law § 2-d. The Breach of certain PII protected by Education Law § 2-d may subject the Contractor to additional penalties.

**13. Cooperation with Investigations.**

Contractor agrees that it will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

**14. Notification to Individuals.**

Where a Breach of PII occurs that is attributable to Contractor and/or its Subcontractors, Contractor shall pay for or promptly reimburse NYSED the full cost of NYSED's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law § 2-d and 8 NYCRR Part 121.

**15. Termination.**

The confidentiality and data security obligations of the Contractor under this DPA shall survive any termination of this DPA but shall terminate upon Contractor's certifying that it has destroyed all PII.

## ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

**1. Parent and Eligible Student Access.**

Education Law § 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by NYSED. To the extent Student Data is held by Contractor pursuant to the Master Contract, Contractor shall respond within thirty (30) calendar days to NYSED's requests for access to Student Data necessary for NYSED to facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Master Contract, Contractor shall refer the Parent or Eligible Student to NYSED and notify NYSED.

**2. Bill of Rights for Data Privacy and Security.**

As required by Education Law § 2-d, the Parents Bill of Rights for Data Privacy and Security and the Supplemental Information for the Master Contract is included as DPA Exhibit 2 and incorporated into this DPA. Contractor shall complete and sign DPA Exhibit 2 and it shall be appended to this DPA. Pursuant to Education Law § 2-d, NYSED is required to post the Parents Bill of Rights for Data Privacy and Security and the Supplemental Information about each contract where the contractor will receive PII on its website.

## DPA EXHIBIT 1 - Contractor's Data Privacy and Security Plan

The NYS Education Department (NYSED) is required to ensure that all contracts with a third-party contractor that receives PII include a Data Privacy and Security Plan, pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to NYSED's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1.	Outline how you will implement applicable data privacy and security contract requirements over the life of the Master Contract.	
2.	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	
3.	Address the training received by your employees and any Subcontractors engaged in the provision of Services under the Master Contract on the federal and state laws that govern the confidentiality of PII.	
4.	Outline contracting processes that ensure that your employees and any Subcontractors are bound by written agreement to the requirements of the Master Contract, at a minimum.	

5.	Specify how you will manage any data privacy and security incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the NYSED.	
6.	Describe how data will be transitioned to NYSED when no longer needed by you to meet your contractual obligations, if applicable.	
7.	Describe your secure destruction practices and how certification will be provided to the NYSED.	
8.	Outline how your data privacy and security program/practices align with NYSED's applicable policies.	
9.	Outline how your data privacy and security program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	<b>PLEASE USE TEMPLATE BELOW.</b>

The table below will aid the review of a Contractor's Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies ); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cybersecurity>

Function	Category	Contractor Response
<b>IDENTIFY (ID)</b>	<p><b>Asset Management (ID.AM):</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.</p>	
	<p><b>Business Environment (ID.BE):</b> The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.</p>	
	<p><b>Governance (ID.GV):</b> The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.</p>	
	<p><b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.</p>	
	<p><b>Risk Management Strategy (ID.RM):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.</p>	



Function	Category	Contractor Response
	<p><b>Supply Chain Risk Management (ID.SC):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.</p>	
<b>PROTECT (PR)</b>	<p><b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.</p>	
	<p><b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.</p>	
	<p><b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.</p>	
	<p><b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.</p>	

Function	Category	Contractor Response
	<p><b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.</p>	
	<p><b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.</p>	
DETECT (DE)	<p><b>Anomalies and Events (DE.AE):</b> Anomalous activity is detected and the potential impact of events is understood.</p>	
	<p><b>Security Continuous Monitoring (DE.CM):</b> The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.</p>	
	<p><b>Detection Processes (DE.DP):</b> Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.</p>	
RESPOND (RS)	<p><b>Response Planning (RS.RP):</b> Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.</p>	
	<p><b>Communications (RS.CO):</b> Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).</p>	

Function	Category	Contractor Response
	<p><b>Analysis (RS.AN):</b> Analysis is conducted to ensure effective response and support recovery activities.</p>	
	<p><b>Mitigation (RS.MI):</b> Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.</p>	
	<p><b>Improvements (RS.IM):</b> Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.</p>	
RECOVER (RC)	<p><b>Recovery Planning (RC.RP):</b> Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.</p>	
	<p><b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.</p>	
	<p><b>Communications (RC.CO):</b> Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).</p>	

## **DPA EXHIBIT 2 - Education Law § 2-d Bill of Rights for Data Privacy and Security and Supplemental Information for Contracts that Utilize Personally Identifiable Information**

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A Student's Personally Identifiable Information (Student PII) cannot be sold or released for any Commercial or Marketing purpose. Student PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR § 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Regulations of the Commissioner of Education at 8 NYCRR Part 121, FERPA at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); protect the confidentiality of Student PII.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when Student PII is stored or transferred.
5. A complete list of all student data elements collected by New York State Education Department ("NYSED") is available at [www.nysed.gov/data-privacy-security/student-data-inventory](http://www.nysed.gov/data-privacy-security/student-data-inventory) and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of Student PII addressed. (i) Complaints should be submitted to the NYS Education Department at [www.nysed.gov/data-privacy-](http://www.nysed.gov/data-privacy-)

[security/report-improper-disclosure](#), by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474-0937.

7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of Student PII occurs.
8. NYSED workers that handle Student PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. NYSED contracts with vendors that receive Student PII will address statutory and regulatory data privacy and security requirements.

**Supplemental Information**

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, the NYS Education Department (“NYSED”) is required to post information to its website about its contracts with third-party contractors that will receive Student PII and/or Teacher and/or Principal APPR data (“APPR Data”), collectively referred to as PII.

<b>Name of Contractor</b>	
<b>Description of the purpose(s) for which Contractor will receive/access PII</b>	
<b>Type of PII that Contractor will receive/access</b>	<p>Check all that apply:</p> <p><input type="checkbox"/> Student PII</p> <p><input type="checkbox"/> APPR Data</p>
<b>Master Contract Term</b>	<p>Master Contract Start Date:</p> <p>Master Contract End Date:</p>
<b>Subcontractor Written Agreement Requirement</b>	<p>Contractor will not utilize Subcontractors without a written contract that requires the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option)</p> <p><input type="checkbox"/> Contractor will not utilize Subcontractors.</p> <p><input type="checkbox"/> Contractor will utilize Subcontractors.</p>
<b>Data Transition and Secure Destruction</b>	<p>Upon expiration or termination of the Contract, Contractor shall:</p> <ul style="list-style-type: none"> <li>• Securely transfer data to NYSED, or a successor contractor at NYSED’s option and written discretion, in a format agreed to by the parties.</li> <li>• Securely delete and destroy data.</li> </ul>

<p><b>Challenges to Data Accuracy</b></p>	<p>Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting NYSED. If a correction to data is deemed necessary, NYSED will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving NYSED's written request.</p>
<p><b>Secure Storage and Data Security</b></p>	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data privacy and security risks will be mitigated in a manner that does not compromise the security of the data:</p>
<p><b>Encryption</b></p>	<p>Data will be encrypted while in motion and at rest.</p>

<p><b>Contractor's Name</b></p>	
<p><b>Signature</b></p>	
<p><b>Printed Name</b></p>	
<p><b>Title</b></p>	
<p><b>Date</b></p>	

## Attachment 12

<b>M/WBE Documents Package (original signatures required)</b>			
<input type="checkbox"/> Full Participation <input type="checkbox"/> Request Partial Waiver <input type="checkbox"/> Request Total Waiver			
		<b>Forms Required</b>	
Type of Form	Full Participation	Request Partial Waiver	Request Total Waiver
M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>M/WBE 100</b> Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>M/WBE 102</b> Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>EEO 100</b> Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>M/WBE 105</b> Contractor's Good Faith Efforts	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<b>M/WBE 101</b> Request for Waiver Form and Instructions	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<b>SED Comments:</b> Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SED Reviewer: _____ Date: _____			



M/WBE Documents  
**M/WBE Goal Calculation Worksheet**  
 (This form should reflect Year 1 budget totals)

**RFP # and Title:** \_\_\_\_\_

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

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

	<b>Budget Category</b>	<b>Amount budgeted for items excluded from M/WBE calculation</b>	<b>Totals</b>
1.	<b>Total 2021-22 Budget</b>		
2.	<b>Professional Salaries</b>		
3.	<b>Support Staff Salaries</b>		
4.	<b>Fringe Benefits</b>		
5.	<b>Portion of Purchased Services - CBO and Non - Profit Partnerships (per Partnership Agreement form)</b>		
6.	<b>Indirect Costs</b>		
7.	<b>Rent/Lease/Utilities</b>		
8.	<b>Sum of lines 2, 3, 4, 5, 6 and 7</b>		
9.	<b>Line 1 minus Line 8</b>		
10.	<b>M/WBE Goal percentage (30%)</b>		<b>0.30</b>
11.	<b>Line 9 multiplied by Line 10 =M/WBE goal amount</b>		

**M/WBE COVER LETTER Minority & Women-Owned Business Enterprise Requirements****NAME OF GRANT PROGRAM** \_\_\_\_\_**NAME OF APPLICANT** \_\_\_\_\_

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

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

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

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

## M/WBE UTILIZATION PLAN

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

Bidder/Applicant's Name \_\_\_\_\_

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

Address \_\_\_\_\_

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

City, State, ZIP \_\_\_\_\_

RFP No.: \_\_\_\_\_

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

PREPARED BY (Signature) \_\_\_\_\_

DATE \_\_\_\_\_

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

NAME AND TITLE OF PREPARER: \_\_\_\_\_  
(print or type)

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

DATE \_\_\_\_\_

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

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

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

Bidder/Applicant Name: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ E-mail: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name of M/WBE: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_ E-mail: \_\_\_\_\_

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

**DESIGNATION:**     MBE Subcontractor     WBE Subcontractor     MBE Supplier     WBE Supplier

**PART C - CERTIFICATION STATUS (CHECK ONE):**

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

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

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

The estimated dollar amount of the agreement \$ \_\_\_\_\_

Signature of Authorized Representative of M/WBE Firm \_\_\_\_\_

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

Date \_\_\_\_\_

**M/WBE CONTRACTOR GOOD FAITH EFFORTS CERTIFICATION (FORM 105)**

PROJECT/CONTRACT # \_\_\_\_\_

I, \_\_\_\_\_  
(Bidder/Applicant)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
(Address) (Telephone Number)

do hereby submit the following as evidence of our good faith efforts to retain certified minority- and women-owned business enterprises:

(1) Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;

(2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;

(3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;

(4) Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the directory of certified businesses;

(5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;

(6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises.

(7) Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women-owned business enterprises for this procurement

Submit additional pages as needed.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

## M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION

RFP#/PROJECT NAME \_\_\_\_\_

I, \_\_\_\_\_  
 (Authorized Representative) (Title) (Bidder/Applicant's Company)  
 \_\_\_\_\_  
 (Address) (Phone)

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

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

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

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

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

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

**REQUEST FOR WAIVER FORM**

**BIDDER/APPLICANT NAME:**

**TELEPHONE:**

**ADDRESS:**

**EMAIL:**

**FEDERAL ID NO.:**

**CITY, STATE, ZIP CODE:**

**RFP#/PROJECT NO.:**

**INSTRUCTIONS:** By submitting this form and the required information, the bidder/applicant certifies that Good Faith Efforts have been taken to promote M/WBE participation pursuant to the M/WBE goals set forth under this RFP/Contract. Please see Page 2 for additional requirements and document submission instructions.

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

PREPARED BY (*Signature*): \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

**M/WBE 101**

## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

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

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

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



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

Applicant Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Address: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_ Project No: \_\_\_\_\_

Report includes:

Work force to be utilized on this contract OR

Applicant's total work force

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

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

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

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

## EEO 100

## STAFFING PLAN INSTRUCTIONS

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

**Instructions for Completing:**

1. Enter the Project number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check the appropriate box to indicate if the work force being reported is just for the contract/project or the Bidder/Applicant's total work force.
3. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or subcontractor.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the M/WBE Coordinator, [mwbegrants@nysed.gov](mailto:mwbegrants@nysed.gov), if you have any questions.
6. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in designated areas.

**RACE/ETHNIC IDENTIFICATION**

For purposes of this form NYSED will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.
- **Disabled** - Any person who has a physical or mental impairment that substantially limits one or more major life activity; has a record of such an impairment; or is regarded as having such an impairment
- **Vietnam Era Veteran** - a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

**EEO 100**