Announcement of Funding Opportunity
[2013-20 NYS Pathways in Technology Early College High Schools]

Purpose of Grant	The New York State Pathways in Technology Early College High School (NYS P-TECH) program will prepare thousands of New York students for high-skills jobs of the future in technology, manufacturing, healthcare and finance. The model incorporates a six-year program that combines high school, college and career training and will be targeted to at-risk, disadvantaged students.
Project Period	September 1, 2013 through June 30, 2020
Scope	The project seeks to fund at least 10 regional partnerships, one in each economic development region of the State. Each partnership will include K-12, higher education and business partners.
Fiscal Agent/ Applicant	A New York State public school district must serve as the fiscal agent/applicant for each application.
Amount of Funding	$28.0 million in funding to be allocated over the seven year grant period. We anticipate that the average annual grant amount per partnership will be *approximately* $400,000, depending on program enrollment and other costs. Applicants can determine the annual allocations of awarded funds throughout the period of the grant as they deem appropriate.
Sub-contracting	Subcontracting will be limited to fifteen percent (15%) of the annual budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel; it does not include service contracts between members of the partnership. Bidders are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals as described in the RFP. Compliance methods are discussed in detail in the Minority/Women-Owned Business Enterprise (M/WBE) Participation Goals section.
Application Due Date and Mailing Address	Submit 1 original and 3 copies postmarked by June 21, 2013. Also submit an electronic version containing all application and M/WBE documents in Microsoft Word format. They should be submitted to NYSPTECH@mail.nysed.gov New York State Education Department Attn: NYS P-TECH GRANT Grants Management 89 Washington Avenue Room 464 EBA Albany, NY 12234

Questions and Answers	All questions must be submitted via E-Mail to NYSPTECH@mail.nysed.gov by May 29, 2013. A complete list of all Questions and Answers will be posted to www.p12.nysed.gov/funding/currentapps.html no later than June 5, 2013.

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2013-20 NYS Pathways in Technology Early College High Schools

Application Guidance

Purpose

On February 26, 2013, Governor Andrew M. Cuomo announced the New York State Pathways in Technology Early College High School (NYS P-TECH) program, a public-private partnership that will prepare thousands of New York students for high-skills jobs of the future in technology, manufacturing, healthcare and finance.

To implement this program, the New York State Education Department (SED) is seeking competitive grant proposals from partnerships of school districts, postsecondary education institutions and committed business/industry partners for the development and operation of seven-year Early College/Career and Technical Education programs that span grades 9-14.

The NYS P-TECH model delivers five core benefits to students:

1. A rigorous, relevant and cost-free "grades 9 to 14" education focused on the knowledge and skills students need for Science, Technology, Engineering and Math (STEM) careers;
2. Workplace learning that includes ongoing mentoring by professionals in the chosen career sector, worksite visits, speakers and internships;
3. Intensive, individualized academic support by K-12 and college faculty within an extended academic year or school day that enables students to progress through the program at their own pace;
4. An Associate of Applied Science degree in a high-tech field; and
5. The commitment to be first in line for a job with the participating business partners following completion of the program.

The program is also designed to:

- Develop programs of study in high-wage, high-skill, high-demand career areas;
- Align school, college and community systems in these programs of study;
- Support strong academic performance;
- Promote informed and appropriate career choice and preparation; and
- Ensure that employers in key technical fields have access to a talented and skilled workforce.

Through these programs of study, students will be able to earn transcripted college credit toward an Associate degree. Career pathways begin in grade nine and include workplace learning and high school and college coursework. The pathway provides a seamless sequence of study extending through two years of postsecondary career and technical education which culminates in an A.A.S degree.

The funded programs will be required to document their performance through reporting on a set of performance metrics and achievement of critical benchmarks for student success.

Project Period

Grants will be for seven years, from September 1, 2013, to June 30, 2020. After the first grant year, continued funding will be contingent upon satisfactory reporting, the achievement of performance goals and the availability of funds.

Eligible Applicants

Eligible applicants will be New York State public school districts ("school districts"), applying on behalf of a partnership, which must include:

(1) K-12: A single school district, a consortium of school districts, a BOCES, or any combination of these entities. A school district applicant must serve as fiscal agent/applicant for the grant;

Individual school buildings may not apply for this grant. All school district applicants must demonstrate that they have fully implemented new standards and procedures for conducting annual professional performance reviews of classroom teachers and building principals to determine teacher and principal effectiveness.

(2) Higher education: One or more nonprofit higher education institution(s), provided that at least one offers an Associate of Applied Science degree linked to the goals of the program, and which award the A.A.S. degree at no cost to the student/family; and,

(3) Business: A regional employer (or consortium of employers from related sectors) and/or industry entity that requires highly skilled employees and which will utilize the knowledge and skills obtained from the secondary and postsecondary programs proposed under the application and agrees to place students who successfully complete the program first in line for a job.

NOTE: Charter schools are ineligible to apply for these funds, either individually or as members of consortia.

Eligibility Requirements

To be an eligible applicant, partnerships must include at least one member from each of (1), (2) and (3) above. Additional partners may be included based on the needs identified in the geographic region being served.

A Memorandum of Understanding (MOU) that has been signed by all members of the partnership must be included. The MOU must outline each member's roles and responsibilities in the project, and it should contain articulation language that ensures that the higher education credits earned in the program are transcripted and acceptable toward the A.A.S. degree to be earned from the higher education partner.

Each partnership will designate one partner as the implementation lead in the MOU. The implementation lead entity may be a K-12, higher education or business partner. The lead shall be the partner that is responsible for coordinating and overseeing the planning and implementation of the program.

Responsibilities of Partners

K-12 Education: Essential responsibilities of K-12 partners include:

- Committing to fully implement the NYS P-TECH model;
- Forming a strong partnership, documented in a formal agreement, with the higher education and business partners and any other community partners;
- Recruiting at-risk and other under-represented students for enrollment;
- Identifying potential school leaders who have demonstrated the ability to drive exceptional student outcomes; are dedicated to working with under-served students and their families; can provide the leadership skills essential for program success; and can integrate high school, college and work-based learning experiences, and in cases where a new school leader is hired, working with the industry and higher education partners to select the school leader;
- Working with higher education and industry partners to develop a seamless scope and sequence of courses that enable all students to earn an A.A.S. degree within six years (at their own pace) and that includes workplace learning;
- Establishing a college-going culture for all students, which requires engaging students in college coursework, tutoring and advising, and instruction on key "college knowledge" academic and personal behaviors such as time management, collaboration, problem-solving, leadership, study skills, communication and tenacity;
- Providing relevant and ongoing professional development for the principal/school leader and all participating teachers, including support and frequent exchanges during the school year; and
- Maximizing available funding streams (in addition to the State appropriation), such as federal School Improvement Grants and Perkins program funding, to support the needs of participating students.

Higher Education: Essential responsibilities of higher education partners include:

- Forming a strong partnership, documented in a formal agreement, with the K-12 and business partners and any other community partners;
- Identifying appropriate college courses to include in the program's scope and sequence, ensuring that students can earn an A.A.S. degree within six years of beginning the NYS P-TECH program;
- Working with the high school to determine which courses will be taught by college faculty, which by high school teachers with adjunct status, and which by a combination of the two (and ensuring the appropriate college-level rigor of courses taught by adjunct faculty);
- Collaborating with high school faculty to ensure that course content will prepare students for college work;

- Collaborating with business partners to align college coursework with relevant technical skills and workplace competencies, as defined by industry;
- Maintaining student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students;
- Committing to maximize available funding streams (in addition to the State appropriation), such as student financial aid to support the needs of participating students; and
- Providing dedicated staff to work on the initiative, including a College Liaison who has the authority to coordinate with the school on the college/university partner's behalf.

Business: Essential responsibilities of business partners include:

- Forming a strong partnership, documented in a formal agreement, with the higher education and K-12 education partners and any other community partners;
- Committing to place every student who successfully completes the program first in line for a job;
- Identifying a mentor for every participating student (a sample commitment would be for mentors to participate in at least two face-to-face opportunities with their mentee per year and communicate with their mentee online every week, with an approximate time commitment of 30 minutes per week);
- Creating an up-to-date skills map for the industry/sector that identifies essential job requirements;
- Providing workplace visits, speakers, internships and apprenticeships for participating students;
- Collaborating with K-12 and higher education staff to align technical skills and workplace competencies with curriculum, course offerings and other resources; and
- Providing dedicated staff to work on the initiative, including an Industry Liaison who has the authority to coordinate with the school on the business partners' behalf.

In addition, all partners must commit to participate in a statewide network of NYS P-TECH schools and to working with colleagues to share expertise and experience on the development of the NYS P-TECH model, as well as pertinent resources, tools and strategies.

Statewide Implementation

In New York State, economic development priorities and initiatives are strategically aligned within 10 geographic regions. Funds will be awarded to the highest scoring partnership that meets the minimum scoring thresholds in each region. Should any unallocated statewide funds remain, the partnership with the next highest score in the state will receive an award. In the event that a multi-district partnership crosses regional lines, the location of the applicant school district will determine which region the partnership will represent. Partnerships may include school districts, institutions of higher education and business partners from adjacent economic development zones with respect to the zone of the applicant school district.

Geographic Regions	Counties
Capital	Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, and Washington
Central NY	Cayuga, Cortland, Madison, Onondaga, and Oswego
Finger Lakes	Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, and Yates
Hudson Valley	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester
Long Island	Nassau and Suffolk
Mohawk Valley	Fulton, Herkimer, Montgomery, Oneida, Otsego, and Schoharie
New York City	Bronx, Kings, New York, Queens, and Richmond
North Country	Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, and St. Lawrence
Southern Tier	Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, and Tompkins
Western NY	Allegany, Cattaraugus, Chautauqua, Erie, and Niagara

http://www.labor.ny.gov/stats/

NYSED Consortium Policy for State and Federal Discretionary Grant Programs:

The partnership or consortium must meet the following requirements:

1. The grant or grant contract will be prepared in the name of the applicant agency/fiscal agent school district, not the partnership/consortium, since the group is not a legal entity.

2. All partners must meet the following requirements:

    a. Must agree to all of the Responsibilities listed on pages 6 and 7 above.
    b. Must sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide and for what period of time those services will be provided;
    c. Must be an active member of the partnership/consortium.

3. The applicant agency/fiscal agent must meet the following requirements:

    a. Must be an eligible grant recipient as defined by the procurement;
    b. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;
    c. Cannot act as a flow-through for grant funds to pass to other recipients;

d. 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; and
e. Must be responsible for the performance of any services provided through funds awarded under this grant by the partners, consultants, or other organizations.

Project Funding

At least 10 awards totaling up to $28.0 million will be made to local partnerships. These funds will be paid over the seven years of the program. Funds will be distributed based on approved program budgets.

Applicants must submit a detailed FS-10 budget for the grant funds with this application proposal for the initial nine month period of September 1, 2013 through June 30, 2014 and a multi-year budget summary for the entire grant period. In addition, applicants should submit overall proposed resource and expenditure plans that reflect the total commitment of resources by each of the applicant partners. To the greatest extent possible, these proposed plans should reflect full and accurate projected costs for developing and operating the program throughout the seven years of the grant. Project budgets will be evaluated based on the number of students to be served, the quality of the program design and efficient use of funds and other resources described in the budget narrative, the FS-10 form and the overall proposed budget for the program.

Winning partnerships will be required to report total project expenditures, as well as performance data described under the Accountability section of this document, for each year within 30 days of the end of that project year.

Continued funding past year one is contingent on satisfactory reporting, the achievement of annual performance benchmarks and the availability of funds. A portion of the project funds will be withheld contingent upon timely expenditure and performance reporting and adequate student progress as defined in the Accountability section below. Additional reporting may be required depending on the funding sources for this grant.

Description of Program

Program Purpose/Goal:

There are five critical benefits to students from the NYS P-TECH model:

- Students in Grades 9-12, primarily at-risk and other under-served students, will be provided a rigorous, relevant and cost free grades 9 to 14 education focused on the knowledge and skills students need for Science, Technology, Engineering and Math (STEM) careers;
- Students will have access to workplace learning that includes ongoing mentoring by professionals in the chosen career sector, worksite visits, speakers and internships;

- Students will receive intensive academic support by K-12 and college faculty within an extended academic year or school day that enables students to progress through the program at their own pace;
- Students will earn an A.A.S. degree in a high-tech field; and
- Students will benefit from a commitment from the business/industry partner that they will be first in line for a job following successful completion of the program.

Like other Early College High School Programs in New York, the NYS P-TECH program will prioritize partnerships that demonstrate the willingness and capacity to serve students who:

- Have been identified as academically at-risk for not successfully completing high school or not enrolling in or succeeding in college;
- Belong to populations that have historically not had access to or success in higher education;
- May be identified as early as grade 6 to receive extensive support to achieve college-readiness by grades 9-12;
- Do not have the financial resources to fully fund an Associate degree without tuition assistance; and
- Are in attendance in a school district with Focus status as most recently determined by the State Education Department.

Program Requirements

The NYS P-TECH program to be funded under this Request for Proposals will possess the following required elements:

1. Agreement by all partners to the Responsibilities listed on pages 5 and 6 above.
2. A six-year (grade nine-twelve, plus two years of postsecondary instruction) curriculum that is sequential and integrates academic and CTE instruction, emphasizes a CTE career pathway context, provides preparation for a career field, leads to technical skill proficiency or an industry-recognized credential, and satisfies the requirements for a Regent's high school diploma and A.A.S degree from a registered program in a specific career field. The field of study is to be described in the application worksheet titled Program/Plan of Study;
3. Priority given to providing economically disadvantaged students, students with disabilities and English Language Learners access to the full range of programming. In multi-district partnerships, equal opportunity to participate should be available to students in these groups from all partner districts;
4. A governance structure that includes a steering committee, and a description of the partnership's plan for program leadership, overall leadership capacity, and long term commitment to collaborative operation of the program;
7. A well-defined plan for the expansion of the program beyond the initial cohort of students, and clear timeframes for full implementation of the program within the seven year funding period. This plan will include the number of students to be served in each cohort and at full implementation;
8. Joint in-service training of secondary and postsecondary teachers to implement the NYS Pathways in Technology curriculum effectively, as well as training of

high school guidance counselors and higher education institution staff to recruit students and to ensure program completion and college matriculation and/or appropriate employment;

9. College and career preparatory services, such as recruitment, career and personal counseling, and career assessment. College preparatory services must include the development of college and career readiness plans for each student. For age-eligible students, parental notification, approval and sign off is required;
10. The agreement will also outline how the safety and rights of students will be protected while they participate in work experiences for the program;
11. Demonstrated evidence of financial and programmatic sustainability through the program period; and
12. Appropriately certified leadership and staffing, with a clear responsibility for required reporting.

Grant Funds Budget (FS-10)

Applicants must submit a FS-10 budget with this application, for the initial 9 month project period of September 1, 2013 through June 30, 2014, and a multi-year budget summary. The initial 9 month budget will be reviewed and scored. In addition to the FS-10, which is required for all grant programs offered by the New York State Education Department and which describes applicants' plans for the use of grant funds, applicants for the NYS P-TECH program will also submit an overall 7-year program resource and expenditure plan. (Sample formats for this document are provided on pages 34-35 below.)

The Resource Plan will detail applicant partners' local contributions of resources (both financial and itemized in-kind, as applicable) to the program. The FS-10, the multi-year budget summary and the resource and expenditure plans will be reviewed in conjunction in order to demonstrate the program's long-term fiscal sustainability, especially as the program expands to include additional cohorts of students and initial cohorts move into the portions of their individual programs that require significant investment in support for the higher education components of the NYS P-TECH model.

The funds for this grant program are provided through both Federal and State sources. For some districts, the use of Federal funds for the grant program may require that Federal financial reports (A-133) be filed. Budgeted costs must be in compliance with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the following URL: http://www.oms.nysed.gov/cafe. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

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

The budget should be reasonable and appropriate to cover program expenses. All budgets will be subject to review and modification in the grant-making process.

Grantees that do not meet minimum annual requirements for college credit attainment by enrolled students based on approved Student Performance Timelines will face a financial penalty equal to a portion of the grant amount on a sliding scale based upon the number of college credits earned, pursuant to guidelines issued by SED.

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

Allowable Expenditures

Budgets for the use of grant funds will be reviewed and any items that are deemed non-allowable, excessive or inappropriate will be eliminated. Budgets that include non-allowable, excessive or inappropriate items will receive a lower score. Generally, all expenditures must contribute to student achievement in NYS P-TECH programming. Allowable expenditures may include, but are not limited to, the following:

- Service contracts between members of the partnership;
- Purchases of existing evidence-based and/or standards-based curriculum that focuses on a STEM-related career area;
- Payment for development of curricula that emphasizes rigorous STEM content within a chosen NYS P-TECH program;
- Professional development to enhance teaching and learning;
- Purchase of equipment needed to upgrade existing programs or new equipment to start a program (equipment purchases limited to 10 percent of total budget);
- Workshops and planning meetings between consortium personnel, including counselors, parents, and college faculty, and business leaders to support program sustainability and build awareness in the regions on the benefits for having such programs; and
- Post-secondary curriculum development that facilitates alignment and articulation with secondary programs leading to college degrees and/or other industry recognized credentials that meet the needs of employers.

Non-allowable Activities and Costs

Funds provided under this grant may not be used for the following purposes:

- Supplantation of existing funding and efforts, including costs otherwise necessary to operate a school without this grant;
- Sub-grants to members of the partnership or other agencies. This includes mini-grants, which are different than purchase service contracts;
- Acquisition of equipment for administrative or personal use;
- Acquisition of furniture (e.g., bookcases, chairs, desks, file cabinets, tables) unless an integral part of an equipment workstation or to provide reasonable accommodations to students with disabilities;
- Food services/refreshments/banquets/meals;
- Purchase or rental of space;
- Remodeling which is not directly connected to accessibility to career pathways instruction or services;
- Payment for memberships in professional organizations;

- Pre-CTE educational activities other than outreach to students who may be interested in enrolling in CTE;
- Purchase of promotional favors, such as bumper stickers, pencils, pens, or T-shirts;
- Subscriptions to journals or magazines;
- Travel outside United States; and
- Any expenditure for students not enrolled in NYS Pathways in Technology programs, including career exploration.

Expenditures financed with grant funds awarded under this request for proposals (RFP) are not eligible to (i) receive reimbursement under BOCES Aid or Building Aid or (ii) otherwise generate additional BOCES Aid or Building Aid.

Applications from school districts that have received School Improvement Grants (SIG) or School Innovation Funds (SIF): School districts that have received SIG or SIF will need to demonstrate how P-Tech grant funds will work with other federal and state grant funds to meet their individual turnaround strategy. If the school which will host the program is currently implementing an approved SIF grant or SIG, the program proposed under this application must be consistent with the whole school re-design model approved and implemented and the district and schools defined theory of action/approach to school turnaround/redesign; such plans may be amended as needed to ensure alignment.

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

MWBE goals as established for this grant procurement will be applied only to the requested grant funds for this application. Applicant school district partner, higher education partner and business partner resources are not subject to the stated MWBE goals. In addition, the MWBE goals will not be applied to any portion of the grant funds which are budgeted for direct personal services and related fringe benefits as requested in the FS-10 budget.

For purposes of this procurement, NYS Education Department hereby establishes an overall goal of 20%. All bidders must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. Minority and Women-Owned Business Enterprise (M/WBE) participation includes any and all services, materials or supplies purchased from New York State certified minority and women-owned firms. Utilization of certified Minority and Women-Owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED's Minority and Women-Owned Business Enterprise goals as described below.

ACHIEVE FULL COMPLIANCE WITH PARTICIPATION GOALS (PREFERRED)
Bidders should submit subcontracting/supplier forms that meet or exceed NYSED's participation goals for this procurement. All subcontracting/supplier forms must be submitted with the bid proposal. In addition, bidders must complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing

Plan. Instructions and copies of these forms are located in the Submission Documents. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687.

The contact person on M/WBE matters is available throughout the application and procurement process to assist bidders in meeting the M/WBE goals. NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable bidders to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total cost of the bid proposal.

DOCUMENTATION OF GOOD FAITH EFFORTS

Bidders must undertake a good faith effort to solicit NYS Certified M/WBE firms as subcontractors and/or suppliers in fulfillment of this procurement. Means of solicitation may include but are not limited to: advertisements in minority centered publications; solicitation of vendors found in the NYS Directory of Certified Minority and Women-Owned Business Enterprises (http://www.esd.ny.gov/MWBE/directorySearch.html); and the solicitation of minority and women-oriented trade and labor organizations. Bidders will be required to certify and attest to their good faith efforts by completing NYSED's Certification of Good Faith Efforts (Form M/WBE 105). See the M/WBE Submission Documents for detailed examples of and required forms to document good faith efforts.

NYSED reserves the right to reject any bid for failure to document "good faith efforts" to comply with the stated M/WBE goals.

In the event Bidders cannot comply with NYSED designated participation goals, said bidders must document their "good faith efforts" to comply and submit one of the following requests:

REQUEST A PARTIAL WAIVER OF PARTICIPATION GOALS

In order to request a partial waiver of the participation goals for this procurement, Bidders must provide documentation of their good faith efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. The subcontracting forms must include the participation percentage(s) for which they seek approval. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a partial waiver (Form M/WBE 101) and document their Good Faith Efforts (Form M/WBE 105) at the same time as the bid is submitted. Bidders must also complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

REQUEST A COMPLETE WAIVER OF PARTICIPATION GOALS

In order to request a complete waiver of the participation goals for this procurement, Bidders must provide documentation of their Good Faith Efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a complete waiver on Form M/WBE 101 and document their Good Faith Efforts (Form M/WBE 105) at the same time as they submit their bid. The M/WBE Coordinator

is available throughout the procurement process to assist in all areas of M/WBE compliance.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit using M/WBE 103 Quarterly M/WBE Compliance Report. This report must be submitted on a quarterly basis and can be found at www.oms.nysed.gov/fiscal/MWBE/forms.html

Accountability

In order to ensure the successful implementation of the NYS P-TECH program, the annual progress of each winning partnership will be measured against key performance benchmarks. In order to do so, winning partnerships must agree to report relevant data to the New York State Education Department. The NYS Pathways in Technology grantee must collect data on each student who is enrolled in the NYS P-TECH program (at the secondary level). The fiscal agent/applicant for the partnership is responsible for submitting all data collected and shall, if directed, submit the data electronically to SED. The grantee is responsible for securing relevant student and program data within their awarded region and recording them into its data system.

By September 1 of each year, the State Education Department, in consultation with each grantee, will establish minimum performance benchmarks required for continued funding in the subsequent project year.

The minimum data elements that must be collected for each participating student are:

1. Descriptive Data

- ID Number (SIRS Individual Student Identifier)
- Gender
- Name of home high school
- Date of entry into program
- Career Cluster Code
- NYS P-TECH Program CIP Code

2. Ethnicity Designation

- American Indian/Alaskan Native (AI/AN)
- Asian (A)
- Black/African Americans (B/AA)
- Hispanic/Latino
- Native Hawaiian/Other Pacific Islander (H/OP)
- White (W)
- Unknown (Unk)

3. Special Population Status

- Individuals with disabilities (D)
- English Language Learners (ELL)

- Individuals preparing for fields (NT) in which their gender or ethnicity is traditionally underrepresented.
- Individuals from economically disadvantaged families, including foster children (ECO/DIS)

4. Program Information

- Full Time Equivalents (FTE) of all school staff by title and courses taught in program
- Certification and professional licensure status of all leadership and certified staff for the program
- Student Performance Timelines – including expectations for credit accumulation in each year of the program necessary for associate degree completion for all participating students within the applicable time period
- Compliance with grant funding requirements
- Delivery of performance measurements

Minimum Performance Reporting Requirements (but not limited to)

Year 1: Upon the completion of the first year of the grant, the following elements will be measured and reported:

- Creation of an up-to-date skills map by the business partner for the industry/sector that identifies essential job requirements;
- The Steering Committee will demonstrate success in planning and developing a course of study for the program and Student Performance Timelines for the later years of the program;
- Recruitment and selection of staff (as needed);
- Design of 6 year scope and sequence leading to the industry skills-map and an existing A.A.S;
- Development of instructional modules for the first year of instruction;
- Identification, targeting and enrollment of at-risk students for the first cohort;
- Identification of individuals who will provide mentoring for students; and
- Professional development for participating high school and higher education faculty has been conducted, and preparation for non-classroom program staff to offer adequate support to students.

Year 2: Upon the completion of the second year of the program, which represents the first academic year, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;
- Evidence that a cohort of students which is committed to a six year plan as outlined in application was recruited and has undergone its first year of study;
- Evidence that students have made adequate progress toward the completion of the planned curriculum for the program and the requirements for a NYS Regents diploma in their first year of the program;

- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships.

Year 3: Upon the completion of the third year of the program, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;
- Programs will demonstrate adequate levels of retention of students who entered in Year 1 (Cohort 1);
- Programs will demonstrate that a new cohort of students has enrolled in their first year of the program (Cohort 2);
- Students in both cohorts will demonstrate adequate progress toward completion of the curriculum, including attainment of college credit pursuant to the Student Performance Timeline; and
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships.

Year 4: Upon the completion of the fourth year of the program, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;
- Programs will demonstrate adequate levels of retention of students who entered in Cohorts 1 and 2;
- Programs will demonstrate that a new cohort of students (Cohort 3) has enrolled in their first year of the program;
- Students in all three cohorts will demonstrate adequate progress toward completion of the curriculum, including attainment of college credit pursuant to the Student Performance Timeline; and
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships.

Year 5: Upon the completion of the fifth year of the program, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;
- Programs will demonstrate adequate levels of retention of students who entered in Cohorts 1 through 3;
- Programs will demonstrate that a new cohort of students has enrolled in their first year of the program (Cohort 4);
- Students in all four cohorts will demonstrate adequate progress toward completion of the curriculum, including attainment of college credit and degrees pursuant to the Student Performance Timeline;

- Data on students who have met the requirements for the completion of a Regents diploma in their fourth year;
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships; and
- Hiring of students who successfully complete the program by the business partner.

Year 6: Upon the completion of the sixth year of the program, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;
- Programs will demonstrate adequate levels of retention of students who entered in Cohorts 1 through 4;
- Programs will demonstrate that a new cohort of students has enrolled in their first year of the program (Cohort 5);
- Students in all five cohorts will demonstrate adequate progress toward completion of the curriculum, including attainment of college credit and degrees pursuant to the Student Performance Timeline;
- Data on students who have met the requirements for the completion of a Regents diploma;
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships; and
- Hiring of students who successfully complete the program by the business partner.

Year 7: Upon the completion of the seventh and final year of the grant program, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;
- Programs will demonstrate adequate levels of retention of students who entered in Cohorts 1 through 5;
- Programs will demonstrate that a new cohort of students has enrolled in their first year of the program (Cohort 6);
- Data on students who have met the requirements for the completion of a Regents diploma;
- Students in all six cohorts will demonstrate adequate progress toward completion of the curriculum, including attainment of college credit and degrees pursuant to the Student Performance Timeline;
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships; and
- Hiring of students who successfully complete the program by the business partner.

Proposal Evaluation Rubric
[2013-20 NYS Pathways in Technology Early College High Schools]

Applicant:			
Reviewer Initials	Review Completed:	Funding Requested:	Score:

Rating Guidelines:

Very Good - Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed ideas.

Good - General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.

Fair - Unclear and non-specific. Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail.

Poor - Does not meet the criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.

N/A - Does not address the criteria or simply re-states the criteria.

Eligibility for Scoring	**Yes**	**No**
Does the MOU demonstrate the commitment by all partners to fulfill the Responsibilities described beginning on page 5 of this document?	Eligible	Ineligible

Bonus Points	**Yes**	**No**
Is a member of the partnership a school district with Focus status?	10	0

Criteria	Very Good	Good	Fair	Poor	N/A
1. Target Population [10 points] The applicant described a plan for recruiting and retaining high need students to the program:					
a. The approach used to identify and recruit students to participate in the project.	5.00	3.75	2.50	1.25	0
b. How the project is expected to successfully address the needs of the targeted population.	5.00	3.75	2.50	1.25	0
Comments:			Score ( ) out of 10		

2. Program Design [25 points] The applicant described the goals of the project including the following factors:					
a. The narrative and planned enrollment table reflect a well-designed plan that demonstrates the program's long-term fiscal sustainability, especially as the program expands to include additional cohorts of students. It clearly states the number of students to be served.	8.00	6.00	4.00	2.00	0
b. The program identifies and leverages the unique assets of each partner (K-12, higher education, business).	7.00	5.00	3.00	1.00	0
c. The program narrative demonstrates that students will have the preparation and necessary coursework to enable enrolled students to earn an A.A.S. degree and be prepared for the high-skills workforce by the end of the program.	7.00	5.00	3.00	1.00	0
d. Extended learning time (a target of 90 hours of additional annual instruction) is provided.	3.00	2.25	1.50	.75	0
Comments:	Score ( ) out of 25				

3. Business and Higher Education Partnerships [10 points] The applicant provided a comprehensive description of the work-based learning project activities, including the following:					
a. Narrative contains a description of work-based learning activities which are aligned with the curriculum goals and regional employment needs identified.	5.00	3.75	2.50	1.25	0
b. Narrative contains a description of higher education coursework, support services and degree attainment pathway aligned with the curriculum goals and regional employment needs identified in the narrative.	5.00	3.75	2.50	1.25	0
Comments:	Score ( ) out of 10				

4. Project Management and Staffing (including evaluation) [10 Points]					
a. The applicant listed the key professional staff and included their qualifications with regard to education, training and experience. The applicant has a plan to identify school leaders who have demonstrated the ability to drive exceptional student outcomes; are dedicated to working with under-served students and their families; can provide the leadership skills essential for program success; and can integrate high school, college and work-based learning experiences, and in cases where a new school leader is hired, work with the industry and higher education partners to select the school leader.	8.00	6.00	4.00	2.00	0
b. The application describes the how the responsibility for performance reporting will be allocated among the partners.	2.00	1.50	1.00	.50	0
Comments: Score ( ) out of 10					

5. Support Structures [5 points]					
a. The narrative describes a plan to provide academic and career planning support to students in both the K-12 and collegiate stages.	3.00	2.25	1.5	.75	0
b. The narrative describes a plan to provide a minimum of at least five additional days of professional development that fully integrates the academic and career portions of the program.	2.00	1.50	1.0	.50	0
Comments: Score ( ) out of 5					

6. Governance [**15 points**]					
a. The narrative describes a clear and strong governance structure that includes a steering committee. Partners and other steering committee members demonstrate a long term commitment to the collaborative operation of the program.	10.00	7.50	5.00	2.50	0
b. The narrative reflects strong overall leadership and organization that will enable the program to function effectively, including through the selection of the lead implementation entity.	5.00	3.75	2.50	1.25	0
Comments: Score ( ) out of 15					

Budget (25 points): *This section describes proposed expenditures that are appropriate, reasonable and necessary to support the project activities and goals. The expenditures and activities are supplemental to and do not supplant or duplicate services currently provided.*

Criteria	Very Good	Good	Fair	Poor	N/A
The grant funds budget, the resource and expenditure plans and the budget narrative demonstrated sustainability and described how the proposed expenditures will be used to support the project activities and contribute to the program goals.	9.0	7.0	4.0	2.0	0
The grant funds budget, the resource and expenditure plans and the budget narrative described how costs are reasonable and necessary to support the project activities and goals.	7.0	5.0	3.0	2.0	0
The grant funds budget, the resource and expenditure plans and the budget narrative reflect an understanding of the actual costs of operation of the program when fully implemented.	5.0	3.75	2.25	1.0	0
The grant funds budget, the resource and expenditure plans and the budget narrative described how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided.	4.0	2.25	1.5	.75	0
Comments on Budget Sheets and Narratives: Score ( ) out of 25					

Total Score: ( ) out of 100

Application Submission Instructions

Only complete applications will be reviewed. A complete application must include all items on the Application Checklist in the order listed on the checklist.

Method of Award

Each eligible proposal will be reviewed by at least two reviewers. Each reviewer will score the proposal according to the indicated point criteria in the Proposal Narrative and the Budget using the Proposal Evaluation Rubric. If individual scores are more than 15 points apart, another reviewer will score the application. The two scores closest in numeric value will be averaged to calculate the final average score of the application. If the third reviewer's score is equal to the average of the two original scores, the third reviewer's score will become the final score.

Budgets will be adjusted to eliminate any non-allowable, excessive or inappropriate expenditure. Further adjustments may be made to include negotiated reductions in specified program costs.

Each proposal will be categorized according to the region it serves. Funds will be awarded to the highest scoring partnership in each region that meets the minimum scoring threshold (a final average score of 60 or more). Should any unallocated statewide funds remain, the partnership with the next highest score in the state will receive an award. In the event of tie scores, proposals with the highest score on the Proposal Narrative will be ranked higher.

Entities' Responsibility

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

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

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

Reporting

Grantees must submit an annual performance report at the end of each grant period but no later than 30 days after the end of the project year in a form and manner specified by SED. The performance report should demonstrate that substantial progress has been made toward meeting the project goals and the program performance indicators. Additional information about the annual performance report will be made available to grantees by SED after grant awards are made. By September 1 of each project year, SED, in consultation with each grantee, will establish minimum performance benchmarks required for continued funding in the subsequent project year. Grantees that do not demonstrate adequate performance may be discontinued.

In addition, grantees that do not meet minimum annual requirements for college credit attainment by enrolled students based on approved Student Performance Timelines will face a financial penalty equal to a portion of the grant amount on a sliding scale based upon the number of college credits earned, pursuant to guidelines issued by SED.

Monitoring

Requirements for Funding:

Registration in Federal System for Award Management (SAM) – In order to be awarded federal funds, an agency must be registered (and then maintain a current registration) in the federal System for Award Management known as SAM (http://www.sam.gov). SAM is a government-wide, web-enabled database that collects, validates, stores and disseminates business information about organizations receiving federal funds. Information on an agency's registration in SAM needs to be provided on the Payee Information Form that must be submitted with the application.

Payee Information Form/NYSED Substitute W-9 – 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 specifics instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through the NYSED. An on-line version of the packet is available at http://www.oms.nysed.gov/cafe/forms/PIform.pdf

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. The protest must be filed within ten (10) business days of receipt of a debriefing letter. The protest letter must be filed with:

NYS Education Department
Contract Administration Unit
Attn: GC #13-014 Migrant Ed Grant
89 Washington Avenue
Room 505W EB
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within 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.

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

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. School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. For a complete list, see: http://www.osc.state.ny.us/vendrep/resources_docreq_agency.htm.

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

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

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

Subcontractors:

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

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

Workers' Compensation Coverage and Debarment

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

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

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

PROOF OF COVERAGE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

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

- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or

- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

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

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or

- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or

- **CE-200**– Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

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

M/WBE AND EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS CONTRACTOR REQUIREMENT AND OBLIGATION UNDER NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS)

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation By Minority Group Members and Women With Respect To State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.

The New York State Education Department ("NYSED") has enacted its policies Equal Opportunity, Non-Discrimination and Affirmative Action and on Minority and Women-Owned Business Enterprise Procurements, consistent with the requirements as set forth under the provisions of Article 15-A (the "Article") incorporated by reference, requiring Contracting Agencies to implement procedures to ensure that the "Contractor" (as defined under Article 15-A, §310.3 shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract, complies with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, in addition to providing Opportunities for Minority and Women-Owned Business Enterprises on all covered state contracts.

In keeping with the intent of the Law, it is the expectation of the Commissioner and the responsibility of all contractors participating in and/or selected for procurement opportunities with NYSED, to fulfill their obligations to comply with the requirements of the Article and its implementing regulations.

In accordance with these requirements, the contractor hereby agrees to make every good faith effort to promote and assist the participation of certified Minority and Women-Owned Business Enterprises ("M/WBE") as subcontractors and suppliers on this project for the provision of services and materials in an amount at least equal to the M/WBE goal (Included in the procurement document) as a percentage of the total dollar value of this project. In addition, the contractor shall ensure the following:

1. All state contracts and all documents soliciting bids or proposals for state contracts contain or make reference to the following provisions:

a. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

For purposes of the Article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rate of pay or other forms of compensation.

b. 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, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligation herein.

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, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status.

2. The contractor will include the provisions of subdivision one of this section in every subcontract as defined under §310.14, except as provided under §312.6 of the Article, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the State contract.

3. Contractors or subcontractors shall comply with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section.

4. Contractors and subcontractors shall undertake programs of affirmative action and equal employment opportunity as required by this section[1]. In accordance with the provision of the Article, the bidder will submit, with their proposal, Staffing Plan (EEO 100).

5. Certified businesses (as defined under Article 15-A, §310.1 means a business verified as a minority or women-owned business enterprise pursuant to §314 of the Article) shall be given the opportunity for meaningful participation in the performance of this contract, to actively and affirmatively promote and assist their participation in the performance of this contract, so as to facilitate the award of a fair share of this contract to such businesses[2].

6. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the Empire State Development ("ESD") directory of certified businesses, which can be viewed at: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687 . The contractor must document its good faith efforts as set forth in 5 NYCRR 142.8. This document, Contractors Good Faith Efforts, can be found in the M/WBE Submission Documents.

7. Contractor shall agree, as a condition of entering into said contract, to be bound by the provisions of Article 15-A, §316.

[1] Notice – Contractors are provided with notice herein, NYSED may require a contractor to submit proof of an equal opportunity program after the proposal opening and prior to the award of any contract. In accordance with regulations set forth under Article 15-A §312.5, contractors and/or subcontractors will be required to submit compliance reports relating to the contractor's and/or subcontractor's program in effect as of the date the contract is executed.

[2] Should the contractor identify a firm that is not currently certified as an M/WBE, it should request that the firm submit a certification application to the NYSED M/WBE Program Unit by the deadline for submission of proposals for eligibility determination. NYSED will work with ESD to expedite the application, however, it is the responsibility of the contractor to ensure that a sufficient number of certified M/WBE firms have been identified in response to this procurement, in order to facilitate full M/WBE participation.

8. Contractor shall include the provisions set forth in paragraphs (6) and (7) above, in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with this contract.

9. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs which effectuates the purpose of this section.

10. Contractor shall submit all necessary M/WBE documents and/or forms as described above as part of their proposal in response to NYSED procurement.

11. The percentage goals established for this RFP are based on the overall availability of M/WBEs certified in the particular areas of expertise identified under this RFP. These goals should not be construed as rigid and inflexible quotas which must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.

12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the plan, as to what measures and procedures contractor intends to take to comply with the provisions of the Article.

13. Contractor shall upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor, within the period of time specified, will submit compliance reports documenting remedial actions taken and other information relating to the operation and implementation of the Utilization Plan.

14. Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with NYSED M/WBE Program Unit requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such contractor's inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

For purposes of determining a contractor's good faith efforts to comply with the requirements of this section or be entitled to a waiver, NYSED shall consider at the least the following:

I. Whether the contractor has advertised in general circulation media, trade association publications and minority-focused and women-focused media and, in such event;

a. Whether or not the certified M/WBEs which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and

b. Whether certified businesses solicited by the contractor responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's deadline for submission of proposals.

II. Whether there has been written notification to appropriate certified M/WBEs that appear in the Empire State Development website, found at: http://www.nylovesmwbe.ny.gov

All required Affirmative Action, EEO, and M/WBE forms to be submitted along with bids and/or proposals for NYSED procurements are attached hereto. Bidders must submit subcontracting forms which:

1) fully comply with the participation goals specified in the RFP; OR

2) partially comply with the participation goals specified in the RFP, and include a request for partial waiver, and document its good faith efforts to fully comply with the percentage goals specified in the RFP; OR

3) do not include certified M/WBE subcontractors or suppliers, and include a request for a complete waiver, and document its good faith efforts to fully comply with the participation goals specified in the RFP.

All M/WBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Online Certification can be found at
https://ny.newnycontracts.com/FrontEnd/StartCertification.asp?TN=ny&XID=2029

Failure to comply with the requirements of Article 15-A as set forth under this procurement and in conjunction with the corresponding contract, will result in the withholding of associated funds and other enforcement proceedings set forth under Article 15-A.

[2013-20 NYS Pathways in Technology Early College High Schools]

Application Cover Page

Agency Code

Name Applicant agency:	Name and Title of Contact Person:
Address: City: Zip Code: County:	Telephone: Fax: E-Mail:
I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, Appendix A-1G and that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.	
Original Signature of Chief Administrative Officer (**in blue ink**)	Typed Name of Chief Administrative Officer:
Date:	

Application Checklist

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

Required Documents	Checked-Applicant	Checked –SED
Application Cover Page with Original Signature of Chief Administrative Officer of Fiscal Agent School District	☐	☐
Payee Information Form http://www.oms.nysed.gov/cafe/forms/PIform.pdf	☐	☐
Application Checklist	☐	☐
Proposal Narrative	☐	☐
FS-10 Budget (signature required) and Budget Summary http://www.oms.nysed.gov/cafe	☐	☐
Overall Resource and Expenditure Plans and Budget Narrative	☐	☐
Projected Enrollment Plan	☐	☐
Signed MOU between all Partners	☐	☐
Worker's Compensation Documentation (encouraged)	☐	☐
Disability Benefits Documentation (encouraged)	☐	☐
MWBE Documentation	☐	☐

SED Comments:

Has the applicant complied with the application instructions? ☐ Yes ☐ No

SED Reviewer: _____ Date: _____

Page Limits

The Proposal Narrative and Budget Narrative are to be submitted on single-spaced 8.5" x 11" pages with one-inch margins. Charts/tables are not required to adhere to this standard. Use a Times Roman or Arial font in a 12-point size. If the Proposal Narrative and Budget Narratives exceed the page limit, the excess pages will not be read by the reviewers. Do not include any attachments or addenda.

Proposal Narrative -- no more than 10 pages
Budget Narrative -- no more than 3 pages
Resource and Expenditure Plans – should reflect accurate costs for all seven grant years to the greatest extent possible

Proposal Narrative (75 points)

Provide a comprehensive description of the proposed project. Be clear, precise and adhere to the following required format. The narrative will be reviewed in accordance with the following points and according to the Proposal Narrative Rubric.

1. **Abstract (0 points, but required.) – The abstract should provide a brief summary of the planned program.** It will provide the names of the K-12, higher education and business partners, and indicate the lead implementation partner.

2. **Eligibility for Scoring (All applicants must demonstrate eligibility).** This section should demonstrate the commitment by all partners to full the Responsibilities described beginning on page 5-6 of the Guidance.

3. **Districts with Focus Status in the State's Accountability System Receive a 10 Point Bonus.**
   (Note: See information posted on NYSED website at http://www.p12.nysed.gov/accountability/latestnews.html for school district accountability status. This should be updated in May 2013.)

4. **Plan to Recruit a High Needs Population for Grant Program and Description of Recruitment Plan (10 points):** The narrative should describe an effective plan to recruit a high needs pupil population, including serving students who:

   - Have been identified as academically at-risk for not successfully completing high school or not enrolling in or succeeding in college;
   - Belong to populations that have historically not had access to or success in higher education;
   - May be identified as early as grade 6 to receive extensive support to achieve college-readiness by grade 9-12;
   - Do not have the financial resources to fully fund an Associates without tuition assistance; and

- Are in attendance in a school district with Focus status as most recently determined by the State Education Department.

5. **Program Design (25 points):** The program narrative will describe the program plan in detail. In addition, the narrative should discuss the use of student time/extended time through a description of any extended day and extended year programming planned for the program. (School district partners may also wish to apply for extended day programming grants to support the extended day portion of the program.) The narrative will indicate the focus of the program of study, including attainment of a high school diploma, Associate in Applied Science degree and workforce preparation; plan for development of the detailed course of study; and how the program leverages the unique assets of each partner (K-12, higher education and business).

6. **Business and Higher Education Partnerships (10 points):** The narrative will describe the program activities, business partner activities and links to the specialized curriculum that will develop the in-demand technical skills sought by business and industry in their region. The narrative will also describe the higher education coursework, support services and degree attainment pathway and its alignment with curriculum goals and regional employment needs.

7. **Program Management and Staffing Plan (10 points):** Reviewers will evaluate the program's planned staffing, considering both the responsibility for program leadership and accountability reporting.

8. **Support Structures (5 points):** The narrative will describe the plan to provide support for students, including the development of the career plan and academic guidance to encourage completion of the program. In addition, the narrative should contain a discussion of the professional development plans to prepare instructors in the program to teach in the integrated and complex STEM-CTE curriculum that is proposed in this application. Applicants should describe a plan that includes a minimum of at least 5 additional professional development days for high school staff, over and above that provided to all staff in the K-12 system.

9. **Governance (15 points):** Describe the program's planned governance and leadership structure. While only a school district may serve as the fiscal agent/ applicant, any member of the partnership (K-12, higher education or business) may serve as the implementation leader of the partnership and program. This section will be evaluated based upon the commitment of the partners to the program, the clarity of the leadership structure and the completeness of the program plan.

Memorandum of Understanding A Memorandum of Understanding (MOU) signed by all partners must be included in the application package.

Proposed Enrollment Table (Please complete the attached table. This plan will be scored as part of Program Design component)

Proposed Enrollment Plan for Proposed NYS P-TECH Program

Students Served at Grade Level	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
9th Grade						
10th Grade						
11th Grade						
12th Grade						
13th Grade (College 1)						
14th Grade (College 2)						
Total Enrollment						

Program Resource and Expenditure Plans, Budget Narrative and Budget Summary Form (FS-10) [25 Points]

To illustrate plans for the use of grant funds, applicants must submit the FS-10 Budget Form to describe the use of grant funds, itemized for the first year, and a Grant Funds Summary Sheet, which projects the use of any awarded funds over the period of the grant.

In addition, to illustrate overall plans for resource use in the NYS P-TECH program, applicants must submit the Program Resource and Expenditure Plan Worksheets that are attached on the following pages and a brief Narrative.

The FS-10 and Grant Funds Summary Sheet should provide a projection of how the requested funds will be used and should demonstrate that the proposed expenditures are appropriate, reasonable and necessary to support the project activities and goals. They should include a description of how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided.

The Resource Plan and Expenditure Plan Worksheets should reflect the total resources available and the total planned expenditures for the program. The Resource Plan Worksheet should describe any planned contributions to the program by the partnership members, if applicable.

These documents will be reviewed to ensure that they reflect sustainable and realistic planning for the program's expansion and the costs of supporting students as they engage in the higher education components of the program. Reviewers will also consider the likelihood of long-term sustainability of the program in their review.

Budgeted items must be reasonable in cost and necessary for the project in order to receive the maximum points. Any non-allowable, excessive or inappropriate items in the budget will be eliminated. Grantees will not be allowed to substitute new items for those that have been eliminated. Further adjustments may be made to include negotiated reductions in specified program costs.

In addition, grantees that do not meet minimum annual requirements for college credit attainment by enrolled students based on approved Student Performance Timelines will face a financial penalty equal to a portion of the grant amount on a sliding scale based upon the number of college credits earned, pursuant to guidelines issued by SED.

Budgeted costs must be in compliance with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the following URL: http://www.oms.nysed.gov/cafe. The FS-10 must bear the original signature of the Chief School Administrative Officer/Superintendent.

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

Note: Specific service agreements (in writing) between partnering organizations in the program (listed in code "40- Purchased Services") must identify the specific products and or services to be provided with a timeline. These products and services must be listed in the budget justification. Actual signed contracts must be made available upon request by the SED.

The Grants Funds Summary should reflect detailed, itemized, budgets for the first program year only. Later program years will reflect projections by category, and grantees will update their itemized budgets in each year of the program.

Multi-Year Budget Summary for the Use of GRANT FUNDS ONLY

Project Period: 9/1/13-6/30/20

SUBTOTAL **(FS-10 Code)**	**PROGRAM COSTS YEAR 1** **9/1/13– 6/30/14**	**PROGRAM COSTS YEAR 2** **7/1/14 – 6/30/15**	**PROGRAM COSTS YEAR 3** **7/1/15 – 6/30/16**	**PROGRAM COSTS YEAR 4** **7/1/16 – 6/30/17**	**PROGRAM COSTS YEAR 5** **7/1/17 – 6/30/18**	**PROGRAM COSTS YEAR 6** **7/1/18 – 6/30/19**	**PROGRAM COSTS YEAR 7** **7/1/19 – 6/30/20**	**TOTAL**
Professional Salaries -15								
Support Staff Salaries - 16								
Purchased Services - 40								
Supplies and Materials - 45								
Travel Expenses -46								
Employee Benefits - 80								
Indirect Cost - 90								
BOCES Services - 49								
Minor Remodeling 30								

SUBTOTAL **(FS-10 Code)**	**PROGRAM COSTS YEAR 1** **9/1/13– 6/30/14**	**PROGRAM COSTS YEAR 2** **7/1/14 – 6/30/15**	**PROGRAM COSTS YEAR 3** **7/1/15 – 6/30/16**	**PROGRAM COSTS YEAR 4** **7/1/16 – 6/30/17**	**PROGRAM COSTS YEAR 5** **7/1/17 – 6/30/18**	**PROGRAM COSTS YEAR 6** **7/1/18 – 6/30/19**	**PROGRAM COSTS YEAR 7** **7/1/19 – 6/30/20**	**TOTAL**
Equipment -20								
GRANT TOTAL								

This form should reflect all funds requested for your proposal summarized for each year of the project period.

NYS P-TECH Total Budget Worksheets

The two worksheets below are intended to provide reviewers with an overview of the overall level of resources and expenditures planned for the partnership's NYS P-TECH program, including resources that may be provided by members as supplements to the grant award.

Resource Plan: NYSED has no expectation that every partner will contribute in the same manner, or even do so in the same manner in each year. The goal of this worksheet is to provide a general idea of the level of resources available in each year of the planned program. In-kind contributions may simply be listed. It is not necessary to estimate a dollar value for these resources.

Overall Resource Plan for the Proposed NYS P-TECH Program								
Total Funds Revenue /In Kind Support (by Source)	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Total**
P-TECH Grant Funds (use totals from FS-10 Summary)								
School District Partner(s) Total								
Other district grant funds								
District financial support								
District in-kind Support (Please specify)								
Higher Education Partner(s) Total								
Higher Education Financial support								
Higher Education - other grant funds								
Higher Education In-Kind Support								

Overall Resource Plan for the Proposed NYS P-TECH Program								
Total Funds Revenue /In Kind Support (by Source)	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Total**
(Please specify)								
Business Partner(s) Total								
Business Partner financial support								
In-Kind Support (Please specify)								
Other Partner(s)								
Other Financial support								
Other in-kind support (Please specify)								
Financial Support (Total, All Sources)								
In-Kind Support (Total, All Partners)								
Total Resources								

Expenditure Plan: The worksheet below is intended to provide an overview of planned expenditures in the proposed program. These expenditures may exceed the total value of the grant funds. Again, as noted above, not every partner or category may have spending in a particular category in each, or any, year.

Estimates of Annual Expenditures/Uses of Support								
Expenditures/ Activity Costs (FS-10 codes attached for comparison)	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Total**
Professional Salaries - 15								
School District Partner(s)								
Higher Education Partner(s)								

Estimates of Annual Expenditures/Uses of Support								
Expenditures/ Activity Costs (FS-10 codes attached for comparison)	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Total**
Business Partner(s)								
Other Partner(s) (Please specify)								
Support Staff Salaries - 16								
School District Partner(s)								
Higher Education Partner(s)								
Business Partner(s)								
Other Partner(s) (Please specify)								
Purchased Services - 40								
School District Partner(s)								
Higher Education Partner(s)								
Business Partner(s)								
Other Partner(s) (Please specify)								
Supplies and Materials - 45								
School District Partner(s)								
Higher Education Partner(s)								
Business Partner(s)								
Other Partner(s) (Please specify)								
Travel Expenses - 46								
School District Partner(s)								

Estimates of Annual Expenditures/Uses of Support								
Expenditures/ Activity Costs (FS-10 codes attached for comparison)	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Total**
Higher Education Partner(s)								
Business Partner(s)								
Other Partner(s) (Please specify)								
Employee Benefits - 80								
School District Partner(s)								
Higher Education Partner(s)								
Business Partner(s)								
Other Partner(s) (Please specify)								
Indirect Costs - 90								
School District Partner(s)								
Higher Education Partner(s)								
Business Partner(s)								
Other Partner(s) (Please specify)								
BOCES Services - 49								
School District Partner(s)								
Higher Education Partner(s)								
Business Partner(s)								
Other Partner(s) (Please specify)								
Minor Remodeling - 30								

Estimates of Annual Expenditures/Uses of Support								
Expenditures/ Activity Costs (FS-10 codes attached for comparison)	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Total**
School District Partner(s)								
Higher Education Partner(s)								
Business Partner(s)								
Other Partner(s) (Please specify)								
Equipment - 20								
School District Partner(s)								
Higher Education Partner(s)								
Business Partner(s)								
Other Partner(s) (Please specify)								
Grand Total								

New York State Education Department

Assurances for Federal Discretionary Program Funds

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

Federal Assurances and Certifications, General:

- Assurances – Non-Construction Programs
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- General Education Provisions Act Assurances

Federal Assurances and Certifications, NCLB (if appropriate):

The following are required as a condition for receiving any federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001.

- NCLB Assurances
- School Prayer Certification

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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 which 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 OMB Circular No. A-133, 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 OMB Circular A-102, Authorized for Local Reproduction, as amended by New York State Education Department

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the Application Cover Page provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement)." The 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 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, 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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

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 or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    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 enumerated in paragraph (2)(b) of this certification; 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; and

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.

ED 80-0013, as amended by the New York State Education Department

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION — LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing the Application Cover Page, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “ person,” “primary covered transaction,” “ principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ED 80-0014, as amended by the New York State Education Department

NEW YORK STATE DEPARTMENT OF EDUCATION
GENERAL EDUCATION PROVISIONS ACT ASSURANCES

These assurances are required by the General Education Provisions Act for certain programs funded by the U.S. Department of Education. These assurances are not applicable to certain programs, such as the No Child Left Behind Act. If you have any questions, please contact NYSED.

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

1. the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
2. the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;
3. the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
4. the local educational agency will make reports to the State agency or board and to the Secretary as may reasonably be necessary to enable the State agency or board and the Secretary to perform their duties and that the local educational agency will maintain such records, including the records required under section 1232f of this title, and provide access to those records, as the State agency or board or the Secretary deem necessary to perform their duties;
5. the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
6. any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;

7. in the case of any project involving construction -

    a. the project is not inconsistent with overall State plans for the construction of school facilities, and
    b. in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;

8. the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
9. none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

NEW YORK STATE DEPARTMENT OF EDUCATION
NO CHILD LEFT BEHIND ACT ASSURANCES

These assurances are required for programs funded under the No Child Left Behind Act.

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

1. each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications;
2. the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;

3. the applicant will adopt and use proper methods of administering each such program, including -

    a. the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and

b. the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;

4. the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;

5. the applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program;

6. the applicant will -

   a. submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and the Secretary to perform their duties under each such program; and

   b. maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties;

7. before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment;

8. the applicant has consulted with teachers, school administrators, parents, nonpublic school representatives and others in the development of the application to the extent required for the applicant under the program pursuant to the applicable provisions of the No Child Left Behind Act;

9. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 3214(3)(d) and (f) and the Gun-Free Schools Act (20 U.S.C. § 7151);

10. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7908 on military recruiter access;

11. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;

12. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying 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; and

13. in the case of a local educational agency, the applicant is complying 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.

SCHOOL PRAYER CERTIFICATION

As a condition of receiving federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (NCLB), the local educational agency hereby certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools, as detailed in the current guidance issued pursuant to NCLB Section 9524(a).

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, licenser, licensee, lessor, lessee or any other party):

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability,

sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

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

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

then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

http://esd.ny.gov/MWBE/directorySearch.html

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

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

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

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

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

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

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

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

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

intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

Rev. December 2012

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.

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.