

Announcement of Funding Opportunity
McKinney Vento Subgrant
RFP 82

Legislative Authority	McKinney-Vento Homeless Assistance Act of 1987, as amended, Title VII, Subtitle B; 42 U.S.C. 11431-11435§11433. Local educational agency subgrants for the education of homeless children and youths (a) General authority (1) In general The State educational agency shall, in accordance with section 11432(e) of this title, and from amounts made available to such agency under section 11435 of this title, make subgrants to local educational agencies for the purpose of facilitating the identification, enrollment, attendance, and success in school of homeless children and youths.
Purpose of Grant	<p>The purpose of the <u>McKinney-Vento Education of Homeless Children and Youth Act</u> is to ensure that all homeless children have equal access to the same free appropriate public education, including public preschool education, provided to children and youth who are permanently housed.</p> <p>The Education of Homeless Children and Youth program provides funds to school districts to develop and implement strategies and model programs that “facilitate the enrollment, attendance and success in school of homeless children and youth.” Funds may be used for educational services (including tutoring); expedited evaluations; awareness training; health services; excess cost of transportation; early childhood programs; record keeping; parent programs; coordinating services; violence prevention; providing supplies, services and learning environments at shelters and other temporary housing facilities. The Subgrants are intended to support LEAs in their efforts to promote school success for students in temporary housing.</p> <p>Applicants should consider students’ basic, academic and unique needs in the planning and proposal of the McKinney-Vento Homeless Education Program.</p> <p>Activities and services must not replace the regular academic program. The activities must be designed to expand upon or improve services for students in temporary housing. Grant funds MAY NOT be used to fulfill the basic McKinney-Vento Act statute requirements related to identification, enrollment, or transportation to/from the regular school day.</p>
Project Period	09/01/2025 — 08/31/2028

<p>Eligible Applicants</p>	<p>New York State local educational agencies (LEAs), which for the purposes of this RFP are public school districts, charter schools, and BOCES, are eligible to apply for this funding opportunity. BOCES may only apply as a part of a consortium. New York City (NYC) Public Schools is the eligible school district applicant in NYC, not individual Geographic School Districts. LEAs must have identified a minimum average of 100 students in temporary housing in the 2021-2022, 2022-2023, and 2023-24 school years to be eligible for funding. LEAs that have identified a three-year average of fewer than 100 students in temporary housing may apply as a consortium of LEAs to bring the total to an average of at least 100 students.</p> <p>Single LEAs (which include public school districts and charter schools)</p> <p>LEAs must have identified a minimum average of 100 students in temporary housing in the 2021-2022, 2022-2023, and 2023-24 school years to be eligible for funding. For example, if a district identified 75 students as homeless in SY 2021-22, 95 students as homeless in SY 2022-23, and 140 students as homeless in SY 2023-24, the district would be eligible for funding because the average for the three years is 103 students. The three-year averages for all districts and charter schools are posted on the NYS-TEACHS website.</p> <p>The averages are calculated using duplicated data from the data warehouse. Duplicated data are used to better reflect the fluid movement of students within and between LEAs. Here is a link to more information on the data warehouse, also known as Student Information Repository System or SIRS.</p> <p>Consortiums (which can include BOCES)</p> <p>LEAs with a three-year average of fewer than 100 students in temporary housing may apply as part of a consortium of LEAs, provided the combined three-year average of students in temporary housing across all consortium members is 100 or more. BOCES are eligible to apply only as the lead of a McKinney-Vento grant consortium; they cannot apply independently. For example, if:</p> <ul style="list-style-type: none"> • District A has an average of 90 students in temporary housing in school years 2021-2022, 2022-2023, and 2023-2024; • District B has an average of 80 students in temporary housing during the same time period; • District C has an average of 95 students in temporary housing during the same time period; and • Districts A, B, and C apply as a consortium; • Then, the total for their consortium is 265 students in temporary housing.
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	<p>Since BOCES do not have their own average of students identified as homeless, the total number of students identified as homeless for any consortium will be the sum of the averages from the participating districts within the consortium.</p> <p>Please note that all consortium members must be LEAs and must be direct providers of services. Consortium members CANNOT be third-party contractors. The application must be submitted by an identified lead LEA that will serve as fiscal agent for the funding. The consortium member that is designated as the lead applicant/fiscal agent must be an LEA and must also be a direct provider of services. BOCES are only eligible to apply as a part of a consortium; a BOCES cannot apply on its own. Consortium applicants must submit Attachment A, "Consortium Member Agreement and Statement of Assurances."</p> <p>A BOCES can serve as the lead or member LEA of one or more consortiums. A program contact as the lead LEA will oversee the implementation of the project, arrange for the disbursement of funds to participating LEAs, and submit required reports and documentation to NYSED as requested. Please note:</p> <ul style="list-style-type: none"> • All consortium members, including the LEA designated as the lead applicant/fiscal agent, must be eligible recipients and be a direct provider of services. Consortium members CANNOT include third-party contractors. • A school district or charter school can only be included in one application (e.g., a school district may not apply both on its own and as a part of a consortium).
Amount of Funding	<p>\$22,500,000.00</p> <p>Funding beyond Year One will be contingent upon the State Legislature appropriating funds.</p>
Application Due Date and Submission Instructions	<p>Applicants are requested to submit their application electronically. The required documents, as listed in the Application Checklist section of this RFP, must be received via online form no later than June 25, 2025. Applications are due by 5:00 PM Eastern Time.</p>

Webinar / Questions and Answers	<p>A webinar will be held May 15, 2025, at 1:00 p.m. To register for the webinar, please visit the NYS-TEACHS website. The webinar will be posted to the website afterward.</p> <p>Questions regarding the request must be submitted via online form no later than the close of business May 21, 2025. A Questions and Answers Summary will be posted to NYSED's Grants website no later than June 4, 2025.</p>
Prequalification Requirement	Proposals received from nonprofit applicants that are not Prequalified in the Statewide Financial System (SFS) by 5:00 PM on the proposal due date of June 25, 2025, cannot be evaluated. Such proposals will be disqualified from further consideration. Please see the "Prequalification Requirement" section for additional information.
Non-Mandatory Notice of Intent	The Notice of Intent (NOI) is not a requirement for submitting a complete application by the application date; however, NYSED strongly encourages all prospective applicants to submit an NOI to ensure a timely and thorough review and rating process. A non-profit applicant's NOI will also help to facilitate timely review of their prequalification materials. The notice of intent is a simple email notice stating your organization's (use the legal name) intent to submit an application for this grant. Please also include your organization's NYS Vendor ID. The due date is June 11, 2025 . Please send the NOI via this online form .
NYSED Designated Contacts	<p>Program: Alexandra Pressley, Jane Fronheiser, Erica Meaker</p> <p>Fiscal: Karen Somide</p> <p>M/WBE: Thomas McBride</p>

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

Description of Program

The Education of Homeless Children and Youth program provides funds to school districts to develop and implement strategies and model programs that “facilitate the enrollment, attendance and success in school of homeless children and youth.” Funds may be used for educational services (including tutoring); expedited evaluations; awareness training; health services; excess cost of transportation; early childhood programs; record keeping; parent programs; coordinating services; violence prevention; providing supplies, services and learning environments at shelters and other temporary housing facilities. The Subgrants are intended to support LEAs in their efforts to promote school success for students in temporary housing.

Applicants should consider students’ basic, academic and unique needs in the planning and proposal of the McKinney-Vento Homeless Education Program. Applicants will be required to provide a plan to address the basic, academic and unique needs of its homeless children and youth.

Activities and services must not replace the regular academic program. The activities must be designed to expand upon or improve services for students in temporary housing. Grant funds MAY NOT be used to fulfill the basic McKinney-Vento Act statute requirements related to identification, enrollment, or transportation to/from the regular school day.

Funding Amounts

The total funding anticipated for this grant program is \$22,500,000.00.

Funding comes from the U.S. Department of Education, through the Education of Homeless Children and Youth Program authorized by the McKinney-Vento Homeless Education Act. McKinney-Vento grant awards are contingent on the annual state allocation. Approximately \$7.5 million per year is expected to be available.

Funding Period

The grant period will cover three one-year periods: September 1, 2025 – August 31, 2026; September 1, 2026 – August 31, 2027; and September 1, 2027 – August 31, 2028. Years 2 and 3 will be authorized based upon submission of a satisfactory annual program report that includes progress toward stated activity outcomes and an associated budget review. Funding for Years 2 and 3 will be awarded at the same level as Year 1.

Structure

The Grant is intended to support LEAs in their efforts to promote school success for students in temporary housing. Funding will be structured as follows based on the LEA's/Consortium's average number of students identified as homeless:

- 100-500 students identified – up to \$175,000 per year
- 501-1,000 students identified – up to \$225,000 per year
- 1,001-50,000 students identified – up to \$300,000 per year

- > 50,000 students identified – up to \$2.5 million per year.

Applications will be ranked from highest to lowest score. NYSED will fund as many applications as possible (using the funding levels described above) working down the rank order until funds are exhausted. The minimum score to qualify for ranking will be 60 points. **Please note that this award does not allow grantees to carry over unexpended grant funds into the next school/funding year.**

Allowable Expenditures

Successful grant applicants will develop and implement activities, programs, and/or partnerships that aim to **increase attendance, engagement, and academic success** for students in temporary housing. Program activities and services may be provided on school grounds or at other facilities such as shelters, community organizations, or counseling/health clinics. Successful applicants will submit a proposal that uses grant funds to implement activities that meet the basic, academic and unique needs of students in temporary housing.

Activities undertaken must not isolate or stigmatize students in temporary housing and cannot replace regular academic programs. Instead, they must be designed to expand on or improve services provided as part of the LEA's regular academic program. Funds for this program must be used to supplement (increase the level of services) and not supplant (replace) funds from other federal, state, and/or local sources.

Please note that McKinney-Vento Competitive Grant funds **CANNOT** be used to implement state and federally mandated services. The "LEA Responsibilities Chart" in the RFP outlines which activities will receive points **ONLY** as required prerequisites and which activities are eligible to receive points and funding as grant program activities.

For a full list of mandated responsibilities, please see Sections 722(g)(3) & 732(g)(6) of the McKinney-Vento Act on the [NYSTEACHS website](#).

Allowable Activities for the Grant include, but are not limited to:

- The provision of tutoring, supplemental instruction, and enriched educational services, as well as transportation to and from such services;
- Before-school and after-school activities, mentoring, and summer programs with a teacher or other qualified individual, as well as transportation related to these programs and services;
- Provision of student support services, including mental health counseling and violence prevention counseling, as well as transportation related to these services;
- Partnerships with local organizations to provide physical and mental health services, enrichment activities, or other "whole child" supports, as well as transportation related to these services;
- Programs focused on building executive functioning skills such as coping, self-regulation, and leadership;
- Supplies needed for school and/or personal hygiene;

- Supplemental food programs such as after-school snacks or weekend food programs;
- Provision of developmentally appropriate early childhood education programs not otherwise provided;
- Provision of education and training to parents of students in temporary housing about educational rights and resources that are available;
- Adaptation of space, purchase of supplies for non-school facilities (e.g., *stimulating and age-appropriate play/study spaces within shelters or “calming corners” in classrooms*); and
- Professional development and training on McKinney-Vento statutes, trauma sensitivity, or another related topic for educators, school/district personnel, and/or community partners.

In addition, grant funds may be used for:

- Salary for the full-time or part-time McKinney-Vento Liaison **only if he/she directly manages the McKinney-Vento grant activities in addition to the state and federally mandated duties** (*application must include specifics about this person’s grant-related duties*);
- Salaries/stipends for other full-time or part-time staff or volunteers who are directly working to implement the grant activities; and
- A school-wide approach to trauma sensitivity that addresses the negative effects of chronic stress or trauma through a focus on school climate.

Budget (FS-10)

Applicants must submit an [FS-10](#) budget with this application for the initial 12-month project period. The 12-month budget will be reviewed and scored.

The applicant must complete the [FS-10](#) Budget Form. Budgeted costs must comply 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 [Grants Finance website](#).

Applicants should also mail an original FS-10 bearing the original signature of the Chief School/Administrative Officer and one copy to:

New York State Education Department
Office of ESSA Funded Programs
ATTN: McKinney-Vento
89 Washington Ave.
Albany, NY 12234

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](#).

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

For more information, visit the [Grants Finance website](#)

Payment Schedule

Initial payment in the amount of 20% of the annual budget will be payable upon approval of the form FS-10 Proposed Budget for a Federal or State Project.

To receive interim payments, the subgrantee will submit form FS-25 Request for Funds for a Federal or State Project. Requests for interim payments may only represent actual expenditures plus anticipated expenditures during the next month. Up to 90% of the total approved annual budget amount will be reimbursed through the interim payment process.

To receive final payment, the subgrantee will submit form FS-10F Final Expenditures for A Federal or State Project. Final payment shall be made upon satisfactory statement of expenditures consistent with the approved budget and any budget amendments on a properly completed form (FS-10A). Final payments are also contingent upon submission of all required program reports.

Reporting and Monitoring

Grantees must submit an annual performance report at the end of each grant period but no later than the first Friday in October of each year of the grant. The performance report should demonstrate that substantial progress has been made toward meeting the project goals and the program performance indicators. The program office will review grant spending annually to ensure full usage of allocated funds. These reviews will be used to determine technical assistance and monitoring. Additional information about the annual performance report will be made available to grantees by NYSED after grant awards are made. Grantees who do not demonstrate adequate performance may be discontinued.

NYSED Consortium Policy for State and Federal Discretionary Grant Programs

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

1. The consortium must designate one of the members to serve as the applicant and fiscal agent for the grant. The applicant agency must be an eligible grant recipient. BOCES are eligible to apply only as the lead of a McKinney-Vento grant consortium. All other consortium members must be eligible grant participants, as defined by the program statute or regulation.
2. In the event a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the applicant agency/fiscal agent, not the consortium, since the group is not a legal entity.
3. The applicant agency/fiscal agent must meet the following requirements:

- A. Must be an eligible grant recipient as defined by statute;
- B. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;
- C. Must require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
- D. Must be an active member of the partnership/consortium.
- E. Cannot act as a flow-through for grant funds to pass to other recipients. NYSED has established a minimum level of direct service of 20% to be provided by the fiscal agent.
- F. Is PROHIBITED from sub-granting funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.
- G. Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each plans to participate.

The McKinney-Vento Liaison or authorized grant representative from each funded LEA is required to participate in:

- 3 McKinney-Vento Grantee Conference Calls per school year;
- An annual McKinney-Vento Grantee Meeting (*if the meeting is in-person, grant funds may be used for travel and overnight stay costs*);
- Any NYSED, NYS-TEACHS, or approved third-party requests for data, survey responses, and/or site visits; and
- Mid-year check-ins throughout the 3-year grant cycle with NYSED, NYS-TEACHS, and/or a field expert to address successes and challenges that the grantee has faced during plan implementation. The purpose of these conversations is to course correct as needed to serve students in temporary housing effectively and ensure fidelity to trauma-sensitive practices. Check-ins may be done in person or virtually.

M-V Grant Team Requirement: A comprehensive and responsive McKinney-Vento grant program relies on the input, participation, and collaboration of several LEA staff members. The team should comprise LEA staff and/or stakeholders, with the McKinney-Vento Liaison as a required participant (see below for required number of staff). Possible individuals to consider for the team include the superintendent, the registrar, the transportation director, a social worker, a teacher, a representative from a Community Based Organization, or anyone else that will be instrumental in ensuring that the proposed plan is implemented effectively.

The M-V Grant team should attend the required Grantee meetings and check-ins, as well as meet periodically, at least three times per year, to ensure that the grant activities are being implemented and are meeting the needs of students in temporary housing.

Requirements for Funding

Registration In Federal System for Award Management (SAM) – To be awarded federal funds, an agency must be registered and maintain registration in the federal [System for Award Management](#) known as SAM. 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 specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through NYSED.

Prequalification Requirement

Pursuant to the New York State Division of the Budget bulletin H-1032 (revised January 9, 2024), nonprofit organizations must Prequalify to do business with New York State agencies before they can compete for State grants. The process allows nonprofits to address questions and concerns prior to entering a competitive bid process. Nonprofits are strongly encouraged to begin the Prequalification process as soon as possible.

To become prequalified, a nonprofit must first register with Statewide Financial System (SFS). Once registered, nonprofits complete an online Prequalification application. This includes completing a series of forms by answering basic questions regarding the organization and uploading key organizational documents.

Detailed information on how to [register](#) with SFS and [become prequalified](#) is available on the [Grants Management](#) website (<https://grantsmanagement.ny.gov/>).

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

Nonprofits must receive approved prequalification status prior to grant application and execution of contracts. Grant proposals received from nonprofits that are not Prequalified in SFS by 5:00 PM on the application due date of June 25, 2025, will not be evaluated. Such proposals will be disqualified from further consideration.

Entities' Responsibility

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

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

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

Accessibility of Web-Based Information and Applications

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

Requirements of Education Law Section 2-d

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The NYS Education Department (NYSED) is required to ensure that all contracts with a third-party contractor that has access to or receives information include a Data Privacy and Security Plan, pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state.

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

NYSED's Data Privacy Appendix (Attachment R), annexed to this RFP, the terms of which are incorporated herein by reference, shall also be part of the Contract.

Cloud Service Provider Compliance

Any Cloud Service Provider (CSP) under consideration must have in place a baseline of data protection security configurations implemented along with documentation that demonstrates annual testing of the same. CSP must also, have a compliance process within their environment to ensure proper access control. The compliance process will encompass auditable access and timely access termination procedures. This applies to any cloud services that contains any NYSED data. This includes but not limited to Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

Contract Terms and Conditions

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

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

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

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

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

M/WBE participation includes services, materials, or supplies purchased from minority- and women-owned firms certified with the NYS Division of Minority and Women Business

Development. Not-for-profit agencies are not eligible for this certification. For additional information and a listing of currently certified M/WBEs, see the [NYS MWBE Directory](#).

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

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

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

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

METHODS TO COMPLY

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

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

COMPLETE FORMS:

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

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

COMPLETE FORMS:

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

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

COMPLETE FORMS:

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

GOOD FAITH EFFORTS

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

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

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

REQUEST FOR WAIVER

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

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

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) should be reported to the NYSED M/WBE Program Unit using the M/WBE 104G Quarterly M/WBE

Compliance Report. This report should be submitted on a quarterly basis and can be requested at MWBEGrants@nysed.gov.

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

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

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

NYSED's Reservation of Rights

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

Debriefing Procedures

All unsuccessful applicants may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED. Applicants may submit a request for a debriefing letter through the [online form](#).

The Fiscal Contact person will arrange with program staff to provide a written summary of the proposal's strengths and weaknesses, as well as recommendations for improvement. Within ten (10) business days, the program staff will issue a written debriefing letter to the bidder.

Contract Award Protest Procedures

Applicants who receive a notice of non-award or disqualification 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 or disqualification letter. The protest letter must be filed via [online form](#).
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 ten (10) 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.

Subcontractors:

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

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

Workers' Compensation Coverage

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State.

PROOF OF COVERAGE REQUIREMENTS

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

NYSED must ensure all awardees/contractors who are required to carry workers' compensation insurance have an active policy. NYSED must obtain **one** of the following forms before a contract can be approved:

- **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 and Paid Family Leave Benefits Coverage

NYSED must ensure all awardees/contractors who are required to carry Disability and Paid Family Leave benefits insurance have an active policy. NYSED must obtain **one** of the following forms before a contract can be approved:

- **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](#).

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the forms listed above are acceptable.

Application Checklist

Listed below are the required documents for a complete application package. Use this checklist to ensure that your application submission is complete and in compliance with application instructions. When all application documents are ready, click NYSED's [online form](#), enter information in the provided boxes, upload documents into the upload windows, and click Submit.

Required Documents	Checked-Applicant	Checked –SED
Application Cover Page with Original Signature of Chief Administrative Officer	<input type="checkbox"/>	<input type="checkbox"/>
Payee Information Form (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Narrative, including Program Activity Plan	<input type="checkbox"/>	<input type="checkbox"/>
FS-10 Budget	<input type="checkbox"/>	<input type="checkbox"/>
Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>
Disability Benefits Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>

M/WBE Documents Package (original signatures required)			
<input type="checkbox"/> Full Participation <input type="checkbox"/> Request Partial Waiver <input type="checkbox"/> Request Total Waiver			
	Forms Required		
Type of Form	Full Participation	Request Partial Waiver	Request Total Waiver
Calculation of M/WBE Goal Amount	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 100 Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	N/A
M/WBE 102 Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N/A
M/WBE 105 Contractor's Good Faith Efforts	N/A	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 105A Contractor Unavailable Certification	N/A	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 101 Request for Waiver Form and Instructions	N/A	<input type="checkbox"/>	<input type="checkbox"/>
EE0 100 Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SED Comments:

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

SED Reviewer: _____ Date: _____

Submission Instructions

When all application documents are ready, click NYSED's [online form](#). There is no specific user or log-in information required to use the online form. It is set up for a single submission – information entered will not be saved if the browser is closed before hitting "Submit." Please be prepared with all application materials before beginning. You will not be able to edit an application after submitting.

Once you hit "Submit," you should see a landing page that confirms submission, and the Contact Email should receive a confirmation email.

For technical assistance on the submission, please contact cauhighqsupport@nysed.gov.

Please enter the following in each field on the online form:

Procurement No

82

Procurement Title/Name

McKinney-Vento Subgrant

Vendor Name

Your organization's legal name as registered in SFS.

Campus

Only for SUNY/CUNY applications; otherwise leave blank.

SFS Vendor ID

Enter your organization's 10-digit SFS ID as a number only.

Note: If you do not know your **SFS Vendor ID**, login to the [Statewide Financial System](#) or for assistance write to HelpDesk@sfs.ny.gov. If you know you do not have a state-issued Vendor ID number, complete and submit as part of your McKinney-Vento application the [Payee Information Form](#), including the NYSED Substitute W-9, and NYSED will apply for a VID on your behalf.

Contact Name, Contact Title, Contact Email, Contact Phone

Please provide your organization's primary contact information for this application in these fields. For **Contact Email**, only one email may be entered.

Additional Vendor Contacts

Optionally, please provide any additional contacts to be copied on correspondence for this application. Add emails separated by a semicolon.

Total Cost

Enter the total three-year cost.

No Bid and No Bid Reason

Please leave these fields blank.

For the items on the checklist, please upload as follows:

In the field “**Submission Documents/Certifications**”, please upload:

- Application Cover Page with Original Signature of Chief Administrative Officer
- [Payee Information Form](#) (if applicable)
- Application Checklist
- Worker’s Compensation Documentation (encouraged)
- Disabilities Benefits Documentation (encouraged)

In the field “**Technical Proposal/Narrative and Workplan**,” please upload:

- Proposal Narrative, including Program Activity Plan

In the field “Cost Proposal/Budget,” please upload:

- [FS-10 Budget](#)
- Budget Narrative

In the field “**MWBE Package**,” please upload:

- M/WBE Documents Package (all documents in one file preferred)

For this grant, there is nothing to upload in the field “**Data Security and Privacy Plan.**”

McKinney Vento Subgrant

Application Cover Page

Agency Code

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Name Applicant agency:	Name and Title of Contact Person:
Address: City: ZIP Code: County:	Telephone:
	Fax:
	E-Mail:
<p>I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, 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.</p>	
Original Signature of Chief Administrative Officer:	Typed Name of Chief Administrative Officer:
Date:	

Applicant Information

[illegible]

Page Limits and Formatting Specifications

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 12-point size.

Proposal Narrative – please see instructions for each section.

Budget Narrative -- no more than 3 pages

Proposal Narrative (80 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.

Section A: Local Landscape: 22 total points

- **Part 1: Data (6 points)**
- **Part 2: Local Landscape (16 points)**

Section B: Program Design and Implementation: 58 total points

- **M-V Grant Team Description (10 points)**
 - **Needs Summary: Basic Needs, Academic Needs, Unique Needs (24 points)**
 - **Program Plan Chart: Basic Needs, Academic Needs, Unique Needs (24 points)**
-

A – Data & Local Landscape

Section A: 22 Total points

Section A, Part 1- Data (6 points)

Directions: Please complete questions 1 and 2.

1.Student Homelessness: Please provide the total number of students identified as homeless in SY, 2021-2022, 2022-2023, 2023-2024 and the average for those 3 years for your LEA/consortium. Consortium applicants should also include data for individual consortium members (LEAs).

Data for the below chart must match the data found on the [NYSTEACHS](https://nyssteachs.org/) website.

FOR SINGLE APPLICANTS ONLY	2021-2022	2022-2023	2023-2024	AVERAGE for SY21-22, 22-23 and 23-24
LEA (Insert Name)				

FOR CONSORTIUM APPLICANTS ONLY	2021-2022	2022-2023	2023-2024	AVERAGE for SY21-22, 22-23 and 23-24
Consortium member #1 (Insert LEA Name)				
Consortium member #2 (Insert LEA Name)				
Consortium member #3 (Insert LEA Name) <i>(if applicable)</i>				
Consortium member #4 (Insert LEA Name) <i>(if applicable)</i>				
Consortium member #5 (Insert LEA Name) <i>(if applicable)</i>				
Consortium member #6 (Insert LEA Name) <i>(if applicable)</i>				

2. Student Homelessness Trends: Please review and compare the data provided above and answer the following questions in two to three sentences each:

- a. Has the number of students identified as homeless changed or remained the same over the last three years? Provide a reflection on why the data has changed or remained the same over the last three years.
- b. What trends has the applicant noticed in identification and the **types of primary nighttime residence** over the past three years? For example: Did the number of students in a McKinney-Vento sub-category (unaccompanied homeless

youth) increase, or are there more families living doubled-up? Provide a reflection on the data.

Section A, Part 2 - Local Landscape (16 points)

Directions: Please complete questions 1-3 and the LEA Responsibilities Chart. Please include the following information when answering the 3 narrative questions below:

- What specific needs were identified?
- What programming is currently in place?
- How does the local McKinney-Vento Liaison currently support programming?
- How is the LEA currently using Title I set-aside funds to meet the needs?
- Is the LEA coordinating and/or collaborating with community-based organizations to meet needs?

Basic Needs are defined as those that must be met for a student in temporary housing to attend school, afterschool, or extracurricular activities. Basic needs are identified through liaison conversation with each family in temporary housing. Examples include bus transportation, uniforms or clothes for school, glasses, immunizations, personal hygiene items, and food pantry items.

Academic Needs are defined as those that ensure that the student in temporary housing is receiving academic support to be successful in school. Academic needs have been assessed by teachers, or through analysis of achievement data. Data must be reviewed to determine areas of weakness or strength in specific academic or social-emotional areas. Anecdotal data should also be reviewed to identify graduation, attendance and retention needs of students in temporary housing.

Unique LEA Needs are defined as those needs that do not fall into the above definitions of basic needs or academic needs. Unique LEA needs are identified through an assessment that includes feedback from families, teachers, and other stakeholders within the LEA. These needs may be specific to the region, demographics of the LEA, or recent events. Examples include: an increase of newly arrived families, recent natural disasters within the geographic region, or specific transportation needs.

1. In a brief narrative statement (5-8 sentences) please describe how you are meeting the basic needs of your McKinney-Vento students with your Title I Part A set-aside funds, McKinney-Vento Grant funds (if applicable), or local resources.
2. In a brief narrative statement (5-8 sentences) please describe how you are meeting the academic needs of your McKinney-Vento students with your Title I Part A set-aside funds, McKinney-Vento Grant funds (if applicable), or local resources.
3. In a brief narrative statement (5-8 sentences) please describe how you are meeting the unique needs of your McKinney-Vento students with your Title I Part A set-aside funds, McKinney-Vento Grant funds (if applicable), or local resources.

Grantee (LEA/Consortium Lead/Consortium Member) Responsibilities Chart:

In the chart below, please describe how the LEA (or each LEA in your consortium) is following the McKinney-Vento requirements. If any of these requirements are not being met, please provide an explanation as to why they are not being met and describe the plan to correct the situation.

Reminder: McKinney-Vento Competitive Grant funds CANNOT be used to implement the state and federally mandated services listed below. These protections and services are a pre-requisite for the grant but WILL NOT receive any points as program activities in the grant application.

McKinney-Vento Requirement	Description of how the requirement is being met (2-3 sentences) If the requirement is not being met, provide a brief explanation as to why and describe the plan to correct the situation.
The Grantee has effective coordination of programs and services for students and their families who are homeless, both within the grantee and with outside partners, including but not limited to transportation, special education, services for English Language Learners, child welfare services, mental health services, services for survivors of domestic violence, child care, runaway and homeless youth services, public or subsidized housing, and shelters. 42 U.S.C.11432(g)(5)(C) & (D)	
The LEA / consortium member LEA ensures that public notice of educational rights of homeless children and youth is disseminated in places where families and youth are likely to be present (e.g., schools, shelters, soup kitchens, public libraries, food pantries), and in a manner and form understandable to parents or guardians or youth, including, if necessary and to the extent feasible, in the native language of such parent or guardian or youth, or geared for low literacy. It is verified that such public notice is posted in district office/registrar and school buildings visited. 42 U.S.C. 11432(g)(6)(A)(vi)	
The LEA / each consortium member LEA has an enrollment policy and practice that ensures: the immediate enrollment and full participation of children and youth experiencing homelessness in the LEA even though they may not have the documents normally needed for enrollment (e.g. proof of immunizations, proof of residency, birth certificate, school records, etc.), including students with IEPs; and continued enrollment for students enrolled in the LEA who become homeless, including those students who are temporarily residing outside the LEA's boundaries. 42 U.S.C. 11432(g)(3)(A) & 11432(g)(3)(C)(i)	

McKinney-Vento Requirement	Description of how the requirement is being met (2-3 sentences) If the requirement is not being met, provide a brief explanation as to why and describe the plan to correct the situation.
<p>The LEA / each consortium member LEA has a transportation policy and practice that ensures: transportation to the school of origin for students who are homeless, including for preschoolers who attend a preschool of origin, for the duration of homelessness, through the remainder of the school year in which the student becomes permanently housed, and possibly an additional year if it is the student's terminal grade; transportation is provided to the school of origin up to 50 miles each way, even if such service is not available to students who are permanently housed; and transportation for students who are homeless to participate in extra-curricular activities and summer school if the lack of transportation poses a barrier.</p> <p>42 U.S.C. 11432(g)(1)(J)(iii) & NYS Education Law 3209(4)</p>	
<p>The LEA / consortium member LEA ensures Parents or guardians of children and youths who are homeless are informed of educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children. *</p> <p><i>*Parent/family engagement activities that go beyond the mandated minimum can be included as a grant activity.</i></p>	
<p>The McKinney-Vento liaison(s) demonstrates knowledge of what services can be provided to students experiencing homelessness, and there is a process by which the liaison can access the Title I set-aside funding to provide such services.</p> <p>[42 U.S.C. § 11432(g)(6)(C)]</p>	
<p>The LEA / consortium member LEA provides professional development and other support to LEA personnel providing services to students who are homeless (e.g., principals, teachers, guidance counselors, school social workers, attendance teachers, the registrar/enrollment staff, the transportation director, the special education director, the director of pupil personnel services, etc.), local service providers (e.g. shelter providers, social services providers), and advocates about the McKinney-Vento Act including the educational rights of the students who are homeless and the responsibilities of the McKinney-Vento liaison.</p> <p>42 U.S.C. 11432(g)(6)</p>	
<p>The LEA / consortium member LEA ensures young children who are homeless are referred to</p>	

McKinney-Vento Requirement	Description of how the requirement is being met (2-3 sentences) If the requirement is not being met, provide a brief explanation as to why and describe the plan to correct the situation.
<p>pre-k, Head Start programs (including Early Head Start programs), early intervention services, and other preschool programs administered by the LEA.* 42 U.S.C. 11432(g)(6)(A)(iii) <i>*Early childhood supports/services that go beyond basic referrals may be included as a grant activity.</i></p>	
<p>The LEA / consortium member LEA ensures Youth who are homeless receive college counseling and unaccompanied homeless youth are informed of their status as independent students for the purposes of federal financial aid (i.e., FAFSA) and receive verification of such status. * 42 U.S.C. 11432(g)(1)(K) <i>* Engagement and/or support activities for Unaccompanied Youth that go beyond the mandated minimum can be included as a grant activity.</i></p>	
<p>The LEA /consortium member LEA has dispute resolution procedures for the prompt resolution of disputes regarding homeless eligibility, school selection, enrollment, and transportation and such procedures include: enrollment and/or transportation pending resolution of the dispute; and providing written notice to the parent/guardian/youth explaining the decision, the right to appeal to the State Education Department within 30 days, that the liaison is available to help with any appeal and providing a copy of the appeal papers. 42 U.S.C. 11432(g)(3)(E); Education Law 275.16 & 310 & 3209(5)</p>	

Section B - Program Design and Implementation (Part I)

For section B, please complete the following sections: The McKinney-Vento Grant Team, the Program Overview narrative questions, and Program Activity Plan. (58 total points)

M-V Grant Team (10 points)

A comprehensive and responsive McKinney-Vento grant program relies on the input, participation and collaboration of several LEA staff members. The team should be composed of the required number of (Attachment A) LEA staff and/or stakeholders, with the McKinney-Vento Liaison as a required participant. Possible individuals to consider for the team include the superintendent, the registrar, the transportation director, a social worker, a teacher, a representative from a Community Based Organization, or anyone else that will be instrumental in ensuring that the proposed plan is implemented effectively. Please complete the McKinney-Vento Team Participation Form (Attachment A) with the names, titles, and signatures of the members of the LEA's McKinney-Vento team. Provide a brief description (3-4 sentences) of how the team will operate, including:

- How the team was involved in creating the application;
- The number of times the team will meet to discuss program implementation and impact each year; and
- How the team members will support program implementation.

Needs Summary (24 points)

Program Overview narrative questions: Please answer the following questions under each focus area in approximately 500 words or less per question. Answers should provide a brief overview of the LEA/consortium's proposed McKinney-Vento needs and program design in each focus area.

1. Focus Area: Basic Needs

Basic needs are defined as those that must be met for a student in temporary housing to attend school, afterschool or extracurricular activities. Basic needs are identified through liaison conversation with each family in temporary housing. Examples include bus transportation, uniforms or clothes for school, glasses, immunizations, personal hygiene items, and food pantry items.

Please describe the LEA's/consortium's plan to enhance current basic needs programming with grant funds. What type of needs assessment was conducted to determine these needs? Provide a description of how your proposed project will coordinate and collaborate with community agencies, non-profit organizations, or other state/federal agencies who serve homeless families, children, and youth (*e.g., department of social services, shelters, county Youth Bureau, Runaway and Homeless Youth programs and shelters, community action agencies, Head Start, Continuum of Care, business partners, faith-based agencies, Titles I, II, III, IV, V, and IDEA,*). Please include how the McKinney-Vento Liaison be involved in the implementation of the grant program activities. (500 words or less)

2. **Focus Area: Academic Needs**

Academic needs are defined as those that ensure that the student in temporary housing is receiving academic support to be successful in school. Academic needs have been assessed by teachers, or through analysis of achievement data. Examples include curriculum tailored to the identified needs of students in temporary housing, per session pay or stipends for teachers assigned to students in temporary housing for either Academic Intervention Services (during the school day) or tutoring for those students' afterschool, per session or stipends for counselors to support students in temporary housing with completion of college applications.

Please describe the LEA's/consortium's plan to provide additional academic support, above and beyond current programming with grant funds. What type of needs assessment was conducted to determine these academic needs? If you will be collaborating to provide services, please include a description of how your proposed project will coordinate and collaborate with community agencies, non-profit organizations, or other state/federal agencies who serve homeless families, children, and youth (e.g., department of social services, shelters, county Youth Bureau, Runaway and Homeless Youth programs and shelters, community action agencies, Head Start, Continuum of Care, business partners, faith-based agencies, Titles I, II, III, IV, V, and IDEA). Please include how the McKinney-Vento Liaison be involved in the implementation of the grant program activities (500 words or less)

3. **Focus Area: Unique LEA NEEDS:**

Unique LEA needs are defined as those needs that do not fall into the above definitions of basic needs or academic needs. Unique LEA needs are identified through an evaluation that includes feedback from families, teachers, and other stakeholders within the LEA. Examples include hiring of a multi-lingual staff person for the registrar's office to facilitate enrollment of students in temporary housing that do not speak English; contracting with a translation service to ensure that all relevant McKinney-Vento guidance and forms are accessible for all families in temporary housing; per session or stipends for counselors who work with students in temporary housing on healing trauma.

Please use the chart below to indicate the unique needs that were identified by the LEA.

Unique Needs List: (check all that apply)

<input type="checkbox"/> Students Transitioning to Higher Education	<input type="checkbox"/> Equity
<input type="checkbox"/> Newly Arrived Students	<input type="checkbox"/> Regional Weather Impacted Students
<input type="checkbox"/> Migrant Students Experiencing Homelessness	<input type="checkbox"/> New Staff (Liaison / Registration / Mentors)
<input type="checkbox"/> Early Learners (3-5) / Young Children (Birth-2)	<input type="checkbox"/> Trauma Impacted Students

☐ English Language Learners

☐ Other: *please explain*

Please describe the LEA's/ consortium's plan to provide programming to support the identified unique need(s) with grant funds. If you will be collaborating to provide services, please include a description of how your proposed project will coordinate and collaborate with community agencies, non-profit organizations, or other state/federal agencies who serve homeless families, children, and youth (e.g., department of social services, shelters, county Youth Bureau, Runaway and Homeless Youth programs and shelters, community action agencies, Head Start, Continuum of Care, business partners, faith-based agencies, Titles I, II, III, IV, V, and IDEA). Please include how will the McKinney-Vento Liaison be involved in the implementation of the grant program activities (500 words or less)

Program Activity Plan (24 points)

Directions for Section B – Program Activity Plan: Please complete one “Program Activity Template” for each Focus Area, with rows included for each activity you plan to implement in that area. Activities listed should aim to improve the attendance, engagement, and academic success of students in temporary housing and go beyond the minimum requirements of the McKinney-Vento Act (i.e., immediate enrollment, provision of transportation to the school of origin, provision of free meals).

Each program activity should include information for all 7 bullet points listed below.

- **Title of Activity**
- **# of M-V Students Served:** How many students experiencing homelessness will participate in the activity and/or be served by the program annually? If permanently housed students also participate, please include both the total number of students participating in the activity and the total number of students who are homeless participating in the activity.
- **Operational Plan:** Details about how the activity/program will be implemented. Include specifics about outreach, recruitment, and retention of students and families where appropriate.
- **Budget:** The amount of McKinney-Vento grant funds needed to implement the activity. If a district staff member whose salary is being paid in part or fully with grant funds will implement the activity, include the name and title of that person in the budget column.
- **Measurement tool:** How will you gather and/or keep track of data used to demonstrate the success of the activity?
- **Anticipated Outcome:** What result will you see if this activity is successful? Outcomes must be specific and measurable either using qualitative data or using quantitative data.
- **Timeline:** The timeframe for when the proposed activities will take place. Applicants should allow for a reasonable amount of time for ramping up new programming, recruiting new staff and students to participate in the activities, and

implementing the activities. Describe whether activity is a singular event, repeating, weekly, etc. for participants.

For more information on how each bullet point will be weighted and scored, see the scoring rubric within this RFP.

Program Activity Template: *Basic Needs*

Title of Activity	# of MV students served by the activity	Operational Plan	Budget, by Code on FS-10	Measurement Tool	Anticipated Outcome	Timeline Years 1-3: Please indicate if the activity will be implemented in all three years of the grant. If the activity is only for 1 year, include additional activities for years two and three.
EXAMPLE: <i>Food Pantry Backpack Program</i>	<i>30 students and their families</i>	<i>At least 30 families will receive weekend food backpacks for 20+ weekends out of the year. Students participating in the backpack program will have attendance rates similar to permanently housed peers.</i>	<i>Code 40 8,000</i>	<i>This activity will be measured by attendance logs, student and parent surveys.</i>	<i>It is anticipated that the food distribution backpack program will help to increase attendance and student's ability to participate in school.</i>	<i>This activity will be implemented all three years of the grant</i>

Program Activity Plan: *Academic Needs*

Activity Description	# of MV students served by the activity	Operational Plan	Budget, by Code on FS-10	Measurement Tool	Anticipated Outcome	Timeline Years 1-3 Please indicate if the activity will be implemented in all three years of the grant. If the activity is only for 1 year, include additional activities for years two and three.
EXAMPLE: Tutoring ELA Grades 3-5	20-30 students in temporary housing, to provide for overall cohort of 50 students	M-V students will attend afterschool tutoring program for 1 hour 2 days per week with appropriately certified teachers. The program will offer small group and individualized instruction, take home materials, and snacks. The program will run 10 weeks in the fall and 10 weeks in the spring.	Code 15 teacher stipends \$20,000 Code 16 Aide stipends \$5,000 Code 40: Supplies and materials \$5000 Snacks \$1000 Transportation: \$3000	Overall scores from NYS ELA tests will be tracked for progress. ELA Progress monitoring reports will be analyzed for reading level gains.	75% of students in temporary housing who participate in at least five sessions will improve GPA/standardized test scores 10% from last year.	Year 1: grade 3 Year 2: grade 3,4 Year 3 grade 3, 4, 5 Sample of 3 years Budget will increase in this category as needed, supplies will decrease after year 1

Program Activity Plan: *Unique Needs*

Activity Description	# of MV students served by the activity	Operational Plan	Budget, by Code on FS-10	Measurement Tool	Anticipated Outcome	Timeline Years 1-3 Please indicate if the activity will be implemented in all three years of the grant. If the activity is only for 1 year, include additional activities for years two and three.
EXAMPLE: Mentor program for High School Students in Transitional Housing "Guides for Graduation"	30 students grades 9-12	M-V students will be assigned a mentor for their entire time in HS. Mentors will meet with mentees regularly throughout the year for a minimum of 20 hours. Large group sessions will take place 4 times per year for two hours. Mentors will work with M-V Liaison to determine unique student needs and supports. Title I set aside will support identified student needs.	Code 15 Mentor stipend \$20,000 Liaison salary at 20%-\$35,000	SIRS Data compiled over the length of the grant. Yearly progress tracking of Mentees' academic successes.	Outcome will be measured by graduation rate over the life of the grant. Goal is to raise ACGR for STH. Program will be evaluated by student promotion rate and staff/ student surveys.	Program will be funded all three years of grant funding

Attachment A: McKinney-Vento Program Team

Directions: A comprehensive and responsive McKinney-Vento grant program relies on the input, participation and collaboration of several LEA staff members. The team should comprise **at least three LEA staff and/or stakeholders**, with **the McKinney-Vento Liaison as a required participant**.

Possible individuals to consider for the team include the superintendent, the registrar, the transportation director, a social worker, a teacher, a representative from a Community Based Organization, or anyone else that will be instrumental in ensuring that the proposed plan is implemented effectively.

Please complete the following McKinney-Vento Team Participation Form with the names, titles, areas where the identified staff will provide support, and signatures of the members of the LEA's McKinney-Vento team.

Name	Title	Providing support for the following Focus Area(s) and/or Activities:	Signature

Provide a brief description (3-4 sentences) of how the team will operate, including:

- How the team was involved in creating the application;
- The number of times the team will meet to discuss program implementation and impact each year; and
- How the team members will support program implementation.

Form FS-10 Budget and Narrative (20 points)

Using the Form [FS-10](#) Budget Form, provide an itemized budget and brief narrative of how the requested funds will be used for the **first year** of the project

Budgeted items must be reasonable in cost and necessary for the project to receive the maximum points. SED staff will eliminate any unallowable or unreasonable items in the budget. Grantees will not be allowed to substitute new items for those that have been eliminated.

Budgeted costs must comply 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 on the [Grants Finance website](#).

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](#).

Method of Award

Each eligible application will be evaluated by two reviewers. Each reviewer will score the application according to the indicated points criteria in the Proposal Narrative and the Budget using the Proposal Evaluation Rubric. If individual scores are more than 15 points apart, a third 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.

Applications will be ranked in order of final average score from highest to lowest. In the event of tie for overall score, the first tiebreak is the score on the Program Activity Plan. The second tiebreak is the higher number of students served.

Applications that receive a final average score of 60 or more will be considered for funding. Applicants will be funded in rank order until the funds are exhausted. In the event there are insufficient funds to fund the next ranked applicant in full, the next ranked applicant will be given the opportunity to operate a smaller program using the remaining funds.

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Grant Application Evaluation Rubric

Applicant:				
Consortium Application: <input type="checkbox"/> Yes <input type="checkbox"/> No	Reviewer Initials	Date Review Completed	Total Potential Funding	Score (100 Possible)

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 services and coordination activities to achieve the academic and social-emotional success of students in temporary housing.

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: Questionable and/or non-specific. Information about approaches and strategies is limited. Lacks focus and detail.

Poor: Barely addresses criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.

Missing: Does not address the criteria, simply re-states the criteria, or is literally missing.

Scoring Rubric

Section A: Data & Local Landscape: 22 points total					
Section A, Part 1 - Data (6 points for Q1-2)	Very Good	Good	Fair	Poor	Missing
1. Student Homelessness Data: LEA provides the total number of students identified as homeless for the 21-22, 22-23, and 23-24 school years as well as the average number over those years.	2				0
Reviewer Comments:					
2a. Student Homelessness Trends: The applicant indicated that the number of students identified as homeless changed or remained the same over the last three years and provided a reflection on why the data has changed or remained the same over the last three years.	2		1		0
Reviewer Comments:					
2b. Student Homelessness Trends: The applicant identified the types of primary nighttime residence and provided a reflection on the data.	2		1		0
Reviewer Comments:					

Section A, Part 2 – Local Landscape (16 Points, Q1-4)	Very Good	Good	Fair	Poor	Missing
<p>1. The LEA briefly (5-8 sentences) describes the current M-V program and how it meets the Basic NEEDS of LEA's/consortium's students in temporary housing.</p> <p>Response should include information on:</p> <ul style="list-style-type: none"> • What specific needs were identified? How? • What programming is currently in place? • How does the local McKinney-Vento Liaison currently support programming? • How is the LEA currently using Title I set-aside funds to meet the needs? • Is the LEA coordinating and/or collaborating with community-based organizations to meet needs? 	4	3	2	1	0
Reviewer Comments:					
<p>2. The LEA briefly (5-8 sentences) describes the current M-V program and how it meets the Academic NEEDS of LEA's/consortia's students in temporary housing.</p> <p>Response should include information on:</p> <ul style="list-style-type: none"> • What specific needs were identified? How? • What programming is currently in place? • How does the local McKinney-Vento Liaison currently support programming? 	4	3	2	1	0

Section A, Part 2 – Local Landscape (16 Points, Q1-4)	Very Good	Good	Fair	Poor	Missing
<ul style="list-style-type: none"> How is the LEA currently using Title I set-aside funds to meet the needs? Is the LEA coordinating and/or collaborating with community-based organizations to meet needs? 					
Reviewer Comments:					
<p>3.The LEA briefly (5-8 sentences) describes the current M-V program and how it meets the Unique NEEDS of LEA's/consortia's students in temporary housing. Response should include information on:</p> <ul style="list-style-type: none"> What specific needs were identified? How? What programming is currently in place? How does the local McKinney-Vento Liaison currently support programming? How is the LEA currently using Title I set-aside funds to meet the needs? Is the LEA coordinating and/or collaborating with community-based organizations to meet needs? 	4	3	2	1	0
Comments:					
<p>4. LEA Responsibilities Chart: The chart is complete with a reasonable response that includes a brief description of how the LEA is in compliance with the McKinney-Vento Act</p>	4 Fully Complete with responses that address compliance	3 Most of the indicators have a response that addresses compliance	2 Some of the responses are complete but lack details or compliance	1 The response is simple indicating minimum compliance or missing some categories	0 Incomplete or no response

Section A, Part 2 – Local Landscape (16 Points, Q1-4)	Very Good	Good	Fair	Poor	Missing
Reviewer Comments:					
Section A Total (22 points):					

Grant: Section B - Program Design and Implementation (58 points total)	Very Good	Good	Fair	Poor	Missing
MV Grant Team Description (10 Points) - The team should be composed of at least two LEA staff and/or stakeholders, with the McKinney-Vento Liaison as a required participant. In the space below, provide a brief description (3-4 sentences) of how the team will operate, including: <ul style="list-style-type: none"> • How the team was involved in creating the application; • The number of times the team will meet to discuss program implementation and impact each year; and • How the team members will support program implementation. 	10	7.5	5	2.5	0
Reviewer Comments:					
The Basic Needs Narrative (8 Points) summary includes: <ul style="list-style-type: none"> • The type of needs assessment the LEA used to determine the basic needs • the operational plan with information about how each program/activity will be implemented. This may include information about how the LEA/consortium will recruit students for participation, how each activity or service will be staffed, when/where the activity will take place, and/or other logistical details as appropriate. • Each activity listed provides a reasonable timeline for ramping up new programming, recruiting new staff and students to participate in the activities, and implementing the activities • A description of current or planned collaboration with community agencies and other LEAs or LEAs in 	8	6	4	2	0

Grant: Section B - Program Design and Implementation (58 points total)	Very Good	Good	Fair	Poor	Missing
<p>the consortium (i.e., department of social services, shelters, county Youth Bureau, Runaway and Homeless Youth programs and shelters, community action agencies, Head Start, Continuum of <i>Care, business partners, faith-based agencies</i>).</p> <ul style="list-style-type: none"> The degree to which the McKinney-Vento Liaison will be involved in the implementation of the grant program activities and/or who else will be responsible for grant activity planning, implementation, and data collection/reporting. <p><i>Note: Full points may be awarded to an applicant without current collaborations, partnerships, or MV Liaison in place, where there is sufficient explanation provided.</i></p>					
Reviewer Comments:					
<p>The Academic Needs Narrative (8 Points) summary includes:</p> <ul style="list-style-type: none"> The type of needs assessment the LEA used to determine the academic needs the operational plan with information about how each program/activity will be implemented. This may include information about how the LEA/consortium will recruit students for participation, how each activity or service will be staffed, when/where the activity will take place, and/or other logistical details as appropriate. Each activity listed provides a reasonable timeline for ramping up new programming, recruiting new staff and students to participate in the activities, and implementing the activities 	8	6	4	2	0

Grant: Section B - Program Design and Implementation (58 points total)	Very Good	Good	Fair	Poor	Missing
<ul style="list-style-type: none"> A description of current or planned collaboration with community agencies and other LEAs or LEAs in the consortium (<i>i.e., department of social services, shelters, county Youth Bureau, Runaway and Homeless Youth programs and shelters, community action agencies, Head Start, Continuum of Care, business partners, faith-based agencies</i>). The degree to which the McKinney-Vento Liaison will be involved in the implementation of the grant program activities and/or who else will be responsible for grant activity planning, implementation, and data collection/reporting. <p><i>Note: Full points may be awarded to an applicant without current collaborations, partnerships, or MV Liaison in place, where there is sufficient explanation provided.</i></p>					
Reviewer Comments:					
The Unique Needs Narrative (8 Points) summary includes: <ul style="list-style-type: none"> The type of needs assessment the LEA used to determine the unique needs the operational plan with information about how each program/activity will be implemented. This may include information about how the LEA/consortium will recruit students for participation, how each activity or service will be staffed, when/where the activity will take place, and/or other logistical details as appropriate. Each activity listed provides a reasonable timeline for ramping up new programming, recruiting new staff and students to participate in 	8	6	4	2	0

Grant: Section B - Program Design and Implementation (58 points total)	Very Good	Good	Fair	Poor	Missing
<p>the activities, and implementing the activities</p> <ul style="list-style-type: none"> • A description of current or planned collaboration with community agencies and other LEAs or LEAs in the consortium (<i>i.e., department of social services, shelters, county Youth Bureau, Runaway and Homeless Youth programs and shelters, community action agencies, Head Start, Continuum of Care, business partners, faith-based agencies</i>). • The degree to which the McKinney-Vento Liaison will be involved in the implementation of the grant program activities and/or who else will be responsible for grant activity planning, implementation, and data collection/reporting. <p><i>Note: Full points may be awarded to an applicant without current collaborations, partnerships, or MV Liaison in place, where there is sufficient explanation provided.</i></p>					
<p>Comment:</p>					
<p>Program Activity Plan Chart (24 Points total): Program funds must be used to supplement (increase the level of services) and not supplant (replace) funds from other federal, state, and/or local sources. McKinney-Vento Competitive Grant funds CANNOT be used to implement state and federally mandated services. Reviewers will not award points for activities that appear to supplant state and federal mandated McKinney-Vento requirements.</p>					

Grant: Section B - Program Design and Implementation (58 points total)	Very Good	Good	Fair	Poor	Missing
Program Plan Chart: Basic Needs <ul style="list-style-type: none"> Program Plan Chart listed the number of students in temporary housing served annually for each activity that is listed. The number of students served is reasonable given the time, staffing, and budget information provided. Where appropriate, the LEA will include information about how many permanently housed students will participate in the activity/program. Each activity listed includes an anticipated outcome that is specific and clearly reflects what effective implementation of the individual activity looks like. Each “result” will reflect one of the examples given in the Outcomes Key or be comparable. Each activity listed includes a measurement tool that indicates how one would know that they have reached the intended result. Each “tool” will reflect one of the examples given in the Outcomes Key or be comparable. Each activity listed includes information in the budget line for McKinney-Vento grant funds needed to implement the activity. If an activity is managed by a staff member paid with grant funds, that person is identified. Each activity listed includes a timeline indicating when the activity will be implemented. 	8	6	4	2	0
Comment:					
Program Plan Chart: Academic Needs <ul style="list-style-type: none"> Program Plan Chart listed the number of students in temporary housing served annually for each activity that is listed. The number of students served is reasonable given the time, staffing, and budget 	8	6	4	2	0

Grant: Section B - Program Design and Implementation (58 points total)	Very Good	Good	Fair	Poor	Missing
<p>information provided. Where appropriate, the LEA will include information about how many permanently housed students will participate in the activity/program.</p> <ul style="list-style-type: none"> Each activity listed includes an anticipated outcome that is specific and clearly reflects what effective implementation of the individual activity looks like. Each “result” will reflect one of the examples given in the Outcomes Key or be comparable. Each activity listed includes a measurement tool that indicates how one would know that they have reached the intended result. Each “tool” will reflect one of the examples given in the Outcomes Key or be comparable. Each activity listed includes information in the budget line for McKinney-Vento grant funds needed to implement the activity. If an activity is managed by a staff member paid with grant funds, that person is identified. Each activity listed includes a timeline indicating when the activity will be implemented. 					
Comment:					
<p>Program Plan Chart: Unique Needs</p> <ul style="list-style-type: none"> Program Plan Chart listed the number of students in temporary housing served annually for each activity that is listed. The number of students served is reasonable given the time, staffing, and budget information provided. Where appropriate, the LEA will include information about how many permanently housed students will participate in the activity/program. Each activity listed includes an anticipated outcome that is 	8	6	4	2	0

Grant: Section B - Program Design and Implementation (58 points total)	Very Good	Good	Fair	Poor	Missing
<p>specific and clearly reflects what effective implementation of the individual activity looks like. Each “result” will reflect one of the examples given in the Outcomes Key or be comparable.</p> <ul style="list-style-type: none"> Each activity listed includes a measurement tool that indicates how one would know that they have reached the intended result. Each “tool” will reflect one of the examples given in the Outcomes Key or be comparable. Each activity listed includes information in the budget line for McKinney-Vento grant funds needed to implement the activity. If an activity is managed by a staff member paid with grant funds, that person is identified. Each activity listed includes a timeline indicating when the activity will be implemented. 					
Section B Total (58 points):					

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FINAL TALLY OF POINTS FOR GRANT APPLICATION

Program (80 points)	Total Points Awarded
A – Local Landscape (22 points)	
B - Program Design and Implementation (58 points)	
Grant Program Total	

Budget (20 points)					
Budget Forms (20 points) <i>Grading based on budget narrative and FS-10 form</i>	Very Good	Good	Fair	Poor	Missing
Description of the budget for an action/activity is clear.	5	3.75	2.5	1.25	0
The proposed expenditures are appropriate, reasonable, allowable , and necessary to support the project activities. This includes sufficient details of salaries and the related grant activity responsibilities of those staff whose salaries are included in the budget.	5	3.75	2.5	1.25	0
Program funds must be used to supplement (increase the level of services) and not supplant (replace) funds from other federal, state, and/or local sources. McKinney-Vento Competitive Grant funds CANNOT be used to implement state and federally mandated services. Reviewers will not award points for activities that appear to supplant state and federal mandates.	5	3.75	2.5	1.25	0
The proposed expenditures are reasonable for the number of participating students.	5	3.75	2.5	1.25	0
Illustrates all proposed expenditures do not supplant or duplicate positions and/or activities already funded through other sources.	5	3.75	2.5	1.25	0
Budget Comments:					
Budget Total					

Both Sections (100 points)	Total Points Awarded
Grant Program (80 possible)	
Grant Budget (20 possible)	
Grant Grand Total:	

Appendix A
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military

status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and

women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
[NYS M/WBE Directory](#)

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as

may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

(June 2023)

APPENDIX A-1-G

General

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

Terminations

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

Responsibility Provisions

A. General Responsibility Language

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

B. Suspension of Work (for Non-Responsibility)

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

C. Termination (for Non-Responsibility)

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

Safeguards for Services and Confidentiality

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

- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Rev. 5/12/14

Appendix R
NEW YORK STATE EDUCATION DEPARTMENT'S
DATA PRIVACY APPENDIX FOR GRANT CONTRACTS

ARTICLE I: DEFINITIONS

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

1. **Access:** The ability to view or otherwise obtain, but not copy or save, data arising from the on-site use of an information system or from a personal meeting.
2. **Breach:** The unauthorized Access, acquisition, use, or Disclosure of Personal Information that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor's or Subcontractor's security that leads to the accidental or unlawful destruction, loss, alteration, Access to or Disclosure of, Personal Information.
3. **Disclose or Disclosure:** The intentional or unintentional release, transfer, or communication of Personal Information by any means, including oral, written, or electronic.
4. **Personal Information:** Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person.
5. **Services:** Services provided by Contractor pursuant to this Contract with the New York State Education Department ("NYSED") to which this DPA is attached and incorporated.
6. **Subcontractor:** Contractor's non-employee agents, consultants, volunteers, including student interns, who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

1. **Compliance with Law.**

When providing Services pursuant to this Contract, Contractor may receive and/or have Access to Personal Information regulated by one or more New York and/or federal laws and regulations, including, but not limited to, the

Family Educational Rights and Privacy Act at 20 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York General Business Law at article 39-F; and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. Contractor agrees to maintain the confidentiality and security of Personal Information in accordance with applicable New York, federal and local laws, rules and regulations.

2. Data Privacy and Security.

- a. Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Personal Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Personal Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Personal Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.
- b. Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Personal Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules and regulations.
- c. Upon NYSED's request, Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

3. Contractor's Employees and Subcontractors.

- a. Access to or Disclosure of Personal Information shall only be provided to Contractor's employees and Subcontractors who need to know the Personal Information to provide the Services and such Access and/or Disclosure of Personal Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.

- b. Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Personal Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- c. Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Personal Information; and (iii) as applicable, retrieve all Personal Information received or stored by such Subcontractor and/or ensure that such Personal Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Personal Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 5 of this DPA.
- d. Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- e. Other than Contractor's employees and Subcontractors who have a need to know the Personal Information, Contractor must not provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Personal Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this r Contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.
- f. Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Personal Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Personal Information is Disclosed. Upon receipt of

notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access to or Disclose the Personal Information.

- g. Contactor shall ensure that all its employees and Subcontractors who will receive Personal Information will be trained on the federal and state laws governing confidentiality of such data prior to receipt.

4. Data Return and Destruction of Data.

- a. Contractor is prohibited from retaining Disclosed Personal Information or continuing to Access Personal Information, including any copy, summary or extract of Personal Information, on any storage medium (including, without limitation, hard copies, and storage in secure data centers and/or cloud-based facilities) beyond the term of the this Contract unless such retention is expressly authorized by the this Contract, necessary for purpose of facilitating the transfer of Personal Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer Personal Information to NYSED in a format agreed to by the Parties.
- b. When the purpose that necessitated Contractor's Access to and/or Disclosure of Personal Information has been completed or Contractor's authority to have Access to Personal Information and/or retain Disclosed Personal Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Personal Information are revoked, and (2) all Personal Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor and/or its Subcontractors, including all Personal Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Hard copy media must be shredded or destroyed such that Personal Information cannot be read, or otherwise reconstructed, and electronic media must be securely cleared, purged, or destroyed such that the Personal Information cannot be retrieved, read, or reconstructed. When Personal Information is held in paper form, destruction of such Personal Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

- c. Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of (1) revocation of Access to Personal Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Personal Information held by the Contractor or Subcontractors, at the address for notifications set forth in this Contract.
- d. To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will prohibit its Subcontractors from the same.

5. Breach.

- a. Contractor shall promptly notify NYSED of any Breach of Personal Information, regardless of whether the Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provide to the office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234 and must include a description of the Breach that identifies the date of the incident, the date of discovery, the types of Personal Information affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact.
- b. Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its Subcontractors will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.
- c. Contractor shall promptly notify the affected individuals of any Breach, regardless of whether Contractor or a Subcontractor suffered the Breach. Such notice shall be made using one of the methods prescribed by § 899-aa (5) of the New York General Business Law. If Contractor requires information from NYSED to perform such

notifications, Contractor shall reimburse NYSED for the cost of assembling and providing such information to Contractor.

6. Termination.

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this Contract to which this DPA is attached and shall continue for as long as Contractor or its Subcontractors retain Access to Personal Information.

Required Assurances and Certifications

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

Sexual Harassment Prevention Certification

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

ASSURANCES AND CERTIFICATIONS FOR FEDERAL PROGRAM FUNDS

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

Federal Assurances and Certifications, ESEA:

The following are required as a condition for receiving any federal funds under the Elementary and Secondary Education Act (ESEA).

- ESEA 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 that may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

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

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

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

RFP # and Title: RFP 82, McKinney-Vento Subgrant _____

Applicant Name: _____

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

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

*If not included in #5

M/WBE COVER LETTER Minority & Women-Owned Business Enterprise Requirements

NAME OF GRANT PROGRAM_____

NAME OF APPLICANT_____

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

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

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

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

M/WBE UTILIZATION PLAN

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

Bidder/Applicant's Name _____

Telephone/Email: _____/_____

Address _____

Federal ID No.: _____

City, State, ZIP _____

RFP No.: _____

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

PREPARED BY (Signature) _____

DATE _____

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

NAME AND TITLE OF PREPARER: _____
(print or type)

TELEPHONE/E-MAIL _____

DATE _____

REVIEWED BY _____ DATE _____

UTILIZATION PLAN APPROVED YES/NO DATE _____

NOTICE OF DEFICIENCY ISSUED YES/NO DATE _____

NOTICE OF ACCEPTANCE ISSUED YES/NO DATE _____

M/WBE 100

M/WBE SUBCONTRACTORS AND SUPPLIERS NOTICE OF INTENT TO PARTICIPATE

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

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

Address: _____ Phone No.: _____

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

Signature of Authorized Representative of Bidder/Applicant's Firm _____

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

Date: _____

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

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

Address: _____ Phone No.: _____

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

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

--

DESIGNATION: _____ MBE Subcontractor _____ WBE Subcontractor _____ MBE Supplier _____ WBE Supplier

PART C - CERTIFICATION STATUS (CHECK ONE):

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

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

The estimated dollar amount of the agreement \$ _____

Signature of Authorized Representative of M/WBE Firm _____

Printed or Typed Name and Title of Authorized Representative _____

Date _____

M/WBE 102

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

PROJECT/CONTRACT # _____

I, _____
(Bidder/Applicant)

_____ of _____
(Title) (Company)

_____ (Address) (_____) (Telephone Number)

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

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

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

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

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

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

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

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

Submit additional pages as needed.

Authorized Representative Signature

Date

M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION

RFP#/PROJECT NAME _____

I, _____
(Authorized Representative) (Title) (Bidder/Applicant's Company)

(Address) (_____) (Phone)

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

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

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

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

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

Authorized Representative Signature **Date** **Print Name**

M/WBE 105A

REQUEST FOR WAIVER FORM

BIDDER/APPLICANT NAME:

TELEPHONE:

ADDRESS:

EMAIL:

FEDERAL ID NO.:

CITY, STATE, ZIP CODE:

RFP#/PROJECT NO.:

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

BIDDER/APPLICANT IS REQUESTING (check all that apply):			
<input type="checkbox"/> MBE Waiver - A waiver of the MBE goal for this procurement is requested. <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Total <input type="checkbox"/> Partial _____% </div>	<input type="checkbox"/> WBE Waiver - A waiver of the WBE goal for this procurement is requested. <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Total <input type="checkbox"/> Partial _____% </div>		

PREPARED BY (*Signature*): _____

DATE: _____

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

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

M/WBE 101

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-10, as listed below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.

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

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

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

Applicant Name: _____

Telephone: _____

Address: _____

Federal ID No.: _____

City, State, ZIP: _____

Project No: _____

Report includes:

☐ Work force to be utilized on this contract OR

☐

☐ Applicant's total work force

☐

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

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

PREPARED BY (Signature): _____

DATE: _____

NAME AND TITLE OF PREPARER: _____

TELEPHONE/EMAIL: _____

EEO 100

STAFFING PLAN INSTRUCTIONS

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

Instructions for Completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

EEO 100