

The University of the State of New York
The State Education Department Albany, New York 12234
Announcement of Funding Opportunity
Request for Proposals (RFP) GC25-006
Advanced Course Access (ACA) Program

Purpose of Grant	To increase equity in access to advanced courses, including Advanced Placement (AP), International Baccalaureate (IB), and dual-credit courses, for high school students who currently have very limited or no access to advanced courses, through virtual instruction, blended instruction, or other evidence-based learning methods.
Project Period	The grant period is for two years, from September 1, 2025, to August 31, 2027. A budget for Year One must be submitted with this application, together with a two-year budget narrative. Funding beyond Year One will be contingent upon the State Legislature appropriating funds, satisfactory performance in the previous year, and timely receipt of the annual report.
Eligible Applicants	<p>Boards of Cooperative Educational Services (BOCES)-led consortia and the Big 5 public school districts (New York City, Yonkers, Syracuse, Rochester, and Buffalo).</p> <ul style="list-style-type: none"> • BOCES-led consortia must include, at minimum, one BOCES and six (6) Rest of State (RoS) districts. • If more than one BOCES is part of a consortium, one BOCES must lead the consortium. The non-lead BOCES would not count as one of the required six (6) Rest of State districts. • Non-BOCES Component school districts are eligible to join a BOCES-led consortium. • BOCES-led consortia may include any RoS districts, including non-component districts and districts that are components of other BOCES. • Any district can only participate in one consortium. • Big 4 School Districts may submit individual proposals or join BOCES-led consortia, but the BOCES must be the lead applicant.
Available Funding and Distribution	<p>\$1,500,000 per year will be awarded. The maximum annual award amount is \$500,000.</p> <p>Funding after Year One is contingent upon the State Legislature appropriating funds, satisfactory performance in the previous year, and timely receipt of the annual report. Please see the Funding and Awards Section of this RFP for additional information.</p>

M/WBE Requirement	<p>Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law for this grant is thirty percent (30%) of each applicant's total discretionary non-personal service budget each year of the grant. See the M/WBE Participation Goals section and Attachment IV for further information and forms for completion.</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 13, 2025. Applications are due by 5:00 PM Eastern Time.</p> <p>Applicants must also mail in one original and two copies of the signed FS-10 budget. These materials must be postmarked by the application deadline. Any proposal(s) postmarked after June 13, 2025, will be disqualified.</p> <p>Mailing address for the FS-10: New York State Education Department Office of Educational Design & Technology 89 Washington Avenue Room 860 EBA Albany, NY 12234 Attn: Catherine Coons</p>		
Important Dates for Awarding Grants	Applications must be submitted by: June 13, 2025	Anticipated Preliminary Award Notification: July 11, 2025	Anticipated Project Period: September 1, 2025, to August 31, 2027
Additional Information	<p>Questions regarding the request must be submitted via online form no later than the close of business May 9, 2025 . A Question and Answer Summary will be posted to NYSED's Grants website no later than May 23, 2025.</p>		
NYSED Contacts	Program Matters: Catherine Coons ACAgrant@nysed.gov	Fiscal Matters: Karen Somide ACAgrant@nysed.gov	M/WBE Matters: Thomas McBride ACAgrant@nysed.gov

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Application Guidance

Purpose

The New York State Education Department (NYSED) is committed to increasing equity in educational experiences, including equity in access to advanced courses. It is the Department's belief that all New York State students should have the ability to pursue advanced coursework if they are committed to that path. This includes ensuring that all students are prepared for, enrolled in, and supported in completing advanced courses. NYSED has published guidance regarding [Equitable Course Access](#) on Every Student Succeeds Act website.

In order to support equity in access to advanced courses, the Advanced Course Access (ACA) Program was created to develop advanced courses in school districts where students have little to no access to advanced courses. This is on top of the \$5.8 million investment to help lower the cost of Advanced Placement (AP) and International Baccalaureate (IB) exams for low-income students. See more information about these funds on the [Office of Standards and Instruction website](#).

Although the COVID-related school closures since March of 2020 have caused significant disruptions to traditional face-to-face instruction, many districts have also used the closures as an opportunity to expand and strengthen virtual, blended, and distance learning. To support best practices for remote learning, NYSED has worked to develop resources and best practices for teachers through the [Teaching in Remote/Hybrid Learning Environments \(TRLE\)](#) program. In addition, in April 2024 the Board of Regents approved changes to the [virtual and blended instruction regulations](#). The changes to these regulations further demonstrate NYSED's support of high-quality virtual and blended learning opportunities.

NYSED recognizes that virtual and blended instruction can be utilized to provide opportunities for increased equity in accessing high-quality courses and learning experiences that might not otherwise be available, such as in rural and high-needs schools. In [New York's Every Student Succeeds Act \(ESSA\) plan](#) (Title IV, Part A, Section 3), the Department outlined its plans to continue to support "new and existing programs that focus on the utilization of technology to...increase access to high-quality, rigorous learning experiences" in order "to enhance equitable access to quality learning experiences." This adheres to the expectations of the Board of Regents, as outlined in the University of the State of New York (USNY) [Statewide Learning Technology Plan](#). Approved by the Board of Regents in 2010, the Plan specifies the educational technology mission and vision of the Board of Regents. The Plan identifies the Regents' expectation that "multiple environments will exist for teaching and learning, unbound by place, time, income, language or disability... Students will access learning resources anywhere, anytime through the use of technology."

The purpose of the Advanced Course Access (ACA) Grant Program is to provide funds to meet the needs of students who currently have very limited or no access to advanced courses, including Advanced Placement (AP), International Baccalaureate (IB), and dual-credit courses. Funds from the ACA grant should be used to expand current successful programs or create new programs that are designed and delivered in a manner to allow them to reach the largest possible number of students to make the most positive impact. In addition, the courses should be accessible to students from groups that are traditionally under-represented in advanced coursework. BOCES and/or districts may submit proposals that focus on the use of virtual instruction, blended instruction, and/or alternative evidence-based methods, but should consider the most efficient methods to positively affect the greatest number of students.

Program Goals

Through funds from the ACA Program, Grant Awardees will

1. Increase access to advanced courses for students, particularly in districts with very limited or no access to advanced course offerings.
2. Decrease financial and administrative burden on schools and districts for providing access to advanced coursework.
3. Provide high-quality, targeted support for Certified NYS Teachers.
4. Provide high-quality, targeted support to students to ensure success.
5. Identify, evaluate, and share experiences in effective practices for increasing student access to – and success in – advanced courses.

Definitions

Please note that the ACA Grant is focused on increasing equitable access to advanced courses, including AP courses, IB courses, and dual-enrollment courses (also known as concurrent-enrollment courses), by providing courses that use virtual instruction, blended instruction, and/or other learning methods to students who have very limited or no access to advanced courses.

For the purposes of this grant, NYSED will use – and applicants should use – the following definitions:

Advanced Courses	Courses that convey credit toward a high school diploma and convey higher education credit, such as through an AP test score of 3 or above, an IB course, or an arrangement with an institution of higher education. ¹
Advanced Placement (AP) Courses	A program created by the College Board that offers college-level curricula and exams to high school students. Each course must be approved by the College Board to have official designation.
Blended Instruction	Instruction provided by a teacher that is designed for delivery part of the time as synchronous instruction in an in-person learning environment, and part of the time as synchronous, or synchronous and asynchronous, instruction in a virtual learning environment where there is regular and substantive interaction between the student and teacher. ²
Dual-Credit Course (may also be referred to as Concurrent Enrollment course)	A course offered by a partnership between at least one institution of higher education and at least one school district or BOCES through which a secondary school student who has not graduated from high school is able to enroll in one or more postsecondary courses and may be able to earn postsecondary credit that is transferable to the institutions of higher education in the partnership and applicable toward completion of a degree.
Face-to-Face	Course is delivered in the traditional classroom setting.
International Baccalaureate (IB) Courses	A course that is provided by an authorized International Baccalaureate World School in one of the three relevant programs (Middle Years, Diploma, or Career-related)

¹ Per CRR-NY 100.2: “Advanced courses which convey credit toward a high school diploma and also convey higher education credit may be made available through arrangements with higher education institutions.”

² Consistent with CRR-NY 100.1(z)

Virtual Instruction	Synchronous, or synchronous and asynchronous, instruction provided by a teacher that is designed for delivery in a virtual learning environment where there is regular and substantive interaction between the student and teacher. ³
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Scope of Work

Through this grant, awardees will be required to expand or implement a program that meets the goals of the ACA Program.

- BOCES-led consortium awarded program(s) will provide services to participating school districts. BOCES-led consortia may contain component districts, non-component districts, and districts which are components of other BOCES.
- Big 5 awarded program(s) will provide services to public schools within the district.

Awarded programs will provide semiannual documentation to demonstrate that they are using grant funds to accomplish the following.

Goal 1: Increase access to advanced courses for students, particularly in districts with very limited or no access to advanced course offerings.

Awarded Programs will work with districts/schools, particularly those that offer very limited or no advanced courses, to identify students who would benefit from the ability to take such courses.

- The proposed program will ensure that new students are enrolled in advanced coursework as a result of this grant.
- This is expected to be an ongoing process. Programs will provide documentation in the required six-month evaluations in a format to be determined by NYSED. Such documentation must detail that new students are enrolled in advanced coursework on an annual or semester basis because of this grant.

³ Consistent with CRR-NY 100.1(y)

- Awarded Programs will coordinate with the students' districts (if applicable), schools, and families to outline program specifics, expectations, and supports available, as well as to understand student needs and specific circumstances.
 - This is expected to be an ongoing process.
 - Awarded programs will provide evidence that they are accurately and thoroughly tracking student progress, are facilitating substantive interactions with a NYS teacher certified in the subject area of the course(s) the student is taking, and are providing additional supports.
- Awarded Programs must offer advanced courses, as defined in this RFP, to the identified students, based on student interest and need. This will require virtual instruction, blended instruction, and/or other evidence-based learning methods to add course offerings.
- All virtual and blended programs must adhere to NY Commissioner's Regulation 100.2(u), pertaining to virtual and blended instruction, as well as all other applicable laws and regulations.
- Courses may be offered to students enrolled in grades 8-12 only, as of the enrollment school year.
- Courses and instruction should adhere to best practices and should be culturally and linguistically responsive.
- The high school credit-granting institution must approve of the student's enrollment in the course and must grant high school credit for the successful completion of the applicable course. Tuition costs are an eligible expense.
- Programs are encouraged to coordinate with local Institution of Higher Education (IHE) campuses to increase opportunities for students to enroll in courses that, upon successful completion, would result in college credit.

Goal 2: Decrease financial and administrative burden on schools and districts for providing access to advanced coursework.

- Programs should clearly demonstrate how grant funds will be used to directly provide access to advanced courses for students.
- Programs should demonstrate that they have limited funds expended on administrative processes in favor of providing more services to more students utilizing existing infrastructure and, where applicable, successful models.

- Proposed programs should clearly demonstrate how they will support the work of guidance counselors and any other district or BOCES staff that will be responsible for ensuring that students are enrolled and supported in the proposed advanced courses.
 - This section should include evidence that the proposed program has consulted with district administration and guidance counselors, or has alternative plans for recruiting, enrolling, and retaining students in advanced coursework.

Goal 3: Provide high-quality, targeted support for Certified NYS Teachers.

- ACA Grant Awarded Programs should employ/utilize Certified NYS teachers in every instance practicable, such as to develop courses, teach courses, and provide support to students.
- Teachers must be provided with the following, in order that they may best meet student needs:
 - Appropriate, targeted, high-quality professional development research-based instructional practice and/or course design for advanced courses, including virtual or blended instruction, if applicable, as well as how to effectively teach culturally and linguistically responsive advanced courses;
 - Support that can be accessed in multiple ways and be available during non-traditional hours;
 - Adequate technological resources, including laptop computers and Wi-Fi devices, if applicable;
 - Access to and support from an NYS Certified Administrator who has knowledge of best practices for advanced course design and instruction; and
 - Professional development targeted to ensure that advanced course teachers have the skills to support students from groups that are traditionally under-represented in advanced coursework.

Goal 4: Provide high-quality, targeted support to students to ensure success.

- A student support program must be implemented to ensure students have or develop the habits of mind and skills necessary to successfully complete advanced courses.
 - Student support programs should be tailored and targeted to meet the needs of students.

- For virtual and blended instruction programs, student support programs should ensure students have the habits of mind and skills necessary to be successful in virtual learning environments. Support should be offered in multiple ways and be available during non-traditional hours.
- Student support programs should include a retention plan that describes how the program will identify students who are struggling, provide academic supports, and offer non-academic assistance, including:
 - What proactive measures are put in place to retain students?
 - What process will identify students at-risk of dropping courses?
 - What is the intervention plan for students who are at-risk of dropping courses?

Goal 5: Identify, evaluate, and share experiences in effective practices for increasing student access to, and success in, advanced courses.

Awarded Programs will be required to conduct six-month evaluations over the course of the grant period to determine the extent to which program objectives have been met. Evaluations may be conducted by internal or external evaluators.

- Evaluations should be thorough and include:
 - A thorough evaluation, with both quantitative and qualitative evidence, of the program's effectiveness in meeting the goals of the ACA Grant Program.
 - A description of events that occurred over the course of the sixth month period.
 - Program strengths, weaknesses, and plans for improvement.
- Evaluations should be compiled in a written report, to be provided to NYSED no later than March 31st and September 30th of each grant period year.
- NYSED retains the right to request a corrective action plan or to cancel funding if the programs cannot show evidence in the evaluations that they are meeting the required goals.
- Applicants should provide a detailed description of how they intend to satisfy this requirement, including data collection, data security, data validity and qualifying the results of the evaluation which must be incorporated in the final ACA Program report to NYSED.

- Programs will be expected to provide six-month evaluations with evidence that funds are being used to directly increase the total number of students enrolled in, and successfully completing, advanced courses.
- In addition, NYSED retains the right to withhold funds if the program cannot provide clear documentation that grant funds are being used to supplement, not supplant program costs.

Proposed programs will also identify a method in which they plan to share their programs publicly with schools and/or districts wishing to receive more information about the details of the program, such as presenting at conferences, posting materials to a website, creating a promotional video, etc.

Mandatory Application Requirements

The following must be included for an application to be reviewed. **Applications that do not include the mandatory attachments will be disqualified and removed from further consideration.**

- Application Cover Page must be signed and submitted:
 - Attachment I-A for Individual Big Five School Districts
 - Attachment I-B for BOCES-led Consortia must be duplicated for each consortium member and signed and submitted with the application.
- Memorandum of Understanding (MOU): Attachment II must be submitted with all consortium applications, including CEO signatures from members.

Funding and Awards

\$1,500,000 will be allocated per year for Years 1 and 2. The maximum annual grant award will be \$500,000.

One grant will be awarded to the highest-scoring BOCES-led consortium proposal.

One grant will be awarded to the highest-scoring Big 5 School District proposal.

All remaining BOCES-led consortium and Big 5 School District proposals will be combined into one pool, and the highest-ranking proposals from the combined pool will receive the remaining awards until funds are exhausted. No more than two NYC proposals will be awarded.

If, after the top-ranked applications have been awarded, funds are not sufficient to award the entire amount to the next-highest scoring eligible application, that applicant will be given the option to receive an award at the lower funding level (with allowance for a reduction in scale).

Budget Guidance

Information about the categories of expenditures, general information on allowable costs and applicable federal costs principles, and administrative regulations are available in the Fiscal Guidelines for Federal and State Aided Grants found on the [Grants Finance website](#). Refer to the Scope of Work and Application Guidance sections of this RFP for additional specific requirements and information about the allowable and non-allowable activities for this program.

The totals from each of the Budget Category Forms should correspond to amounts shown on the [FS-10](#) Budget Form, as well as the Budget Narrative Form. Please be sure to check your math. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Applicants must adhere to the following:

- Only equipment items with a unit cost that equals or exceeds \$5,000 should be included under Equipment (Code 20).
- Equipment items under \$5,000 should be included under Supplies and Materials (Code 45).
- For purposes of this grant, subscriptions for digital content or the use of virtual courses will be considered Purchased Services (Code 40), not Supplies and Materials (Code 45).
- No more than five percent (5%) of the funds may be used for evaluation.
- Grant funds cannot be used to supplant or offset costs for existing programs.

NYSED Program office staff will carefully and thoroughly review budgets, will compare budgets to proposal narrative, and will eliminate any items that are deemed non-allowable or inappropriate.

Please note:

- Out of state travel is not an allowable use of funds.
- In-state travel should be thoroughly justified and is not guaranteed to be allowable.
- Amounts allocated to Equipment and Supplies and Materials should be thoroughly justified. Excessive amounts allocated to the purchase of equipment and/or devices may result in a lower score for the Budget Section of the application.

If any changes are made to a budget category form because of an expenditure being non-allowable or inappropriate, the program office staff person will communicate with the program contacts identified on the Application Cover Page and return a copy of the corrected budget form. Grantees will **not** be allowed to substitute new items for those that have been eliminated.

Payment and Reporting

A final payment for the balance of the grant term (no less than ten percent (10%)) will be made after an FS-10-F: Final Expenditure Report for a State or Federal Project is submitted to the Grants Finance Unit and approved. The FS-10 is due in the Grants Finance Unit no later than thirty (30) days after the end of the grant term.

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 Attachment IV: M/WBE Documents at the end of this RFP.

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

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

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

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

The M/WBE Goal Calculation Worksheet 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:

1. M/WBE Goal Calculation Worksheet
2. M/WBE Cover Letter
3. M/WBE 100 Utilization Plan
4. M/WBE 102 Notice of Intent to Participate

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

COMPLETE FORMS:

1. M/WBE Goal Calculation Worksheet
2. M/WBE Cover Letter
3. M/WBE 100 Utilization Plan
4. M/WBE 101 Request for Waiver
5. M/WBE 102 Notice of Intent to Participate
6. M/WBE 105 Contractor's Good Faith Efforts

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

COMPLETE FORMS:

1. M/WBE Goal Calculation Worksheet
2. M/WBE Cover Letter

3. M/WBE 101 Request for Waiver
4. M/WBE 105 Contractor's Good Faith Efforts

GOOD FAITH EFFORTS

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

Elements of the Proposal

Applicants should include all requested information and applicable attachments (see [Application Instructions](#) for formatting guidelines) as detailed below. The proposal will be based on a total possible score of one hundred (100) points. The Proposal Narrative comprises 80 points of the total score. The Budget comprises 20 points of the total score.

Applicants should include all requested information and applicable attachments for Proposal Narrative and Budget as detailed below.

Please be sure to review (and complete, as appropriate) the following attachments:

- Attachment I-A: Application Cover Page for Individual Big Five School Districts
- Attachment I-B: Application Cover Page for BOCES-led Consortia
- Attachment II: Memorandum of Understanding (Consortium Applicants only)
- Attachment III: Budget Narrative Form
- Attachment IV: M/WBE Documents
- Attachment V: Equal Employment Opportunity Staffing Plan (EEO 100) Instructions

Please be sure to review the following appendices:

- Appendix A: Standard Clauses for NYS Contracts
- Appendix A-1-G: NYSED Agency Specific Clauses
- Appendix B: Scoring Rubric
- Appendix C: NYSED Consortium Policy for State Discretionary Grant Programs
- Appendix D: Sample Enrollment Tables

Proposal Narrative

(25 page maximum, excluding resumes, charts, and tables included as attachments)

Section A: Overview [0 Points]

(1 page maximum, bullet points acceptable)

The purpose of Section A is to clearly summarize the proposed program. This overview should contain sufficient information for NYSED Program office staff to gain a high-level understanding of the proposed program. If awarded, this program overview will be posted on the [ACA grant webpage](#).

Section B: Description of Learning Program Method [10 Points]

As stated previously, funds from the ACA grant should be used to expand current successful programs or create new programs that are designed and delivered in a manner to allow them to reach the largest possible number of students to make the most positive impact. In addition, the courses should be accessible to students from groups that are traditionally under-represented in advanced coursework. BOCES and/or districts may submit proposals that focus on the use of virtual instruction, blended instruction, and/or other evidence-based learning methods but should consider the most efficient methods to positively affect the greatest number of students.

Where appropriate, a chart or table may be used to clearly convey information.

Tables/charts may be included in the application as attachments and will not count towards the 25-page proposal narrative page limit. If attachments are included, clearly indicate this in the proposal narrative, and clearly mark all additional attachments.

B.1. Program Delivery Method (10 Points)

Describe and provide specific information on the chosen program method (virtual, blended, and/or other) that will be used to deliver the advanced courses. Use the [Definitions](#) above.

Include as much detail as possible about the method or combination of methods that will be used to deliver instruction. Applicants are encouraged to use innovative ideas to develop a program.

Explain how the proposed program will reach as many students as possible.

Describe how the Program Lead will ensure that the program delivery method is sufficient to meet the needs of students from all participating district/school members.

Include specific details about how the program will differentiate learning to ensure personalized learning for each student.

Section C: Need and Rationale [20 Points]

The purpose of the Advanced Course Access (ACA) Grant Program is to provide funds to expand and create programs to meet the needs of students who currently have very limited or no access to advanced courses, including AP courses.

In this section, applicants will describe the need present in the area they serve and how their proposed program is poised to address that need.

C.1. Identification of Need (10 Points)

Description of the need present in the group of consortium members the applicant plans to serve (and any additional areas the applicant could potentially serve, if applicable), particularly related to

- Limited or no access to advanced courses,
- Teacher employment concerns (shortage, subject matter expertise, etc.).

Include both qualitative and quantitative data

Include information on how need(s) or concern(s) were identified and how/why they were selected as a focus of this proposal.

C.2. Rationale (10 Points)

Describe in detail how and why the applicant's learning program is uniquely situated to address the needs cited above.

Include specific information about the relevant BOCES and/or districts that makes this program a good fit for the students it will serve.

Explain the specific process by which the Program Lead consulted schools and/or districts to determine what the program delivery method would be.

Section D: Program Design [30 Points]

Describe in detail the program activities for the two years of the grant program. Include information on how the applicant proposes to address all components included in the [Scope of Work](#) section.

For example, the narrative should address the following:

- *How will the applicant work with districts/schools, targeting those that offer few-to-no advanced courses, to identify students who would benefit from the ability to take such courses?*
 - *Will this be an ongoing process? How will the applicant ensure new students are added consistently, at least every semester?*

Please follow this same format, addressing each additional component of the [Scope of Work](#).

Section E: Applicant Capacity [20 points]

Applicants will provide evidence of the administrative and organizational capacity to perform the work that will be funded by this grant.

E.1. Program Lead(s) (10 points)

Provide the name(s), qualifications, and relevant experience of the person(s) responsible for coordinating and directly managing the Advanced Course Access Program.

Provide resumes for the individual(s) listed above.

Provide a description of the amount or percentage of the individual(s) time that will be dedicated to coordinating and directly managing the Advanced Course Access Program.

Include a description of the Program Lead(s) ability to communicate with and respond to NYSED staff regarding the program activities.

In addition, include specific information about how the Program Lead(s) has begun and will continue to coordinate with administrators from participant schools and/or districts to ensure program success.

If applicable, include specific information about the communication process between the Program Lead and the institute of higher education, including an assurance that the higher education partner is able to participate in virtual or blended instruction.

E.2. Administrative Capacity (10 points)

Describe the Administrative Organization (structure, policy, program), including but not limited to:

- Applicant's learning program's core mission, beliefs, and goals

- How teachers would be chosen, including plans to attract teachers to the grant program
- How courses would be chosen, including how many courses would be created
- How students will be identified, including plans to attract and retain students who have been underrepresented in advanced coursework
- The enrollment process – how students would be enrolled, what information would be given to them, deadline-based or rolling admission, etc.

Also include the following information (see Appendix D for sample enrollment tables):

- Enrollment numbers for advanced courses using virtual, blended and/or other method of instruction from the previous five (5) years of operation (if applicable);
- Projected enrollment numbers for advanced courses using virtual, blended and/or other instruction for the next two (2) years showing the estimated difference that grant funds will provide;
- How those projections were calculated;
- A list of districts and schools that will be targeted for participation;
- How quickly the program would be able to begin serving students

Section F- Budget & Budget Narrative [20 Points]

Please check for calculation accuracy in all budget forms. Inaccurate calculations and/or discrepancies between forms may adversely affect the scoring of this section.

Complete the [FS-10](#) (Proposed Budget for a Federal or State Project) form, including the Budget Summary page, for Year 1 of the Program Period (2025-26). The most current FS-10 form is available online at the [Grants Finance website](#). Please be sure to check that all proposed expenditures are included and that the calculations, descriptions, and amounts match the budget summary and Budget Narrative.

Complete Attachment III: Budget Narrative. Complete the Budget Narrative for both years of the grant: Year 1 (2025-26) and Year 2 (2026-27). This should detail and justify the funding request under this RFP, including all proposed expenditures, indicate the basis of calculation for each cost during the program period, and illustrate how the proposed expenditures

support the project activities and contribute to program goals. The Budget Narrative will not count towards the 25-page proposal narrative page limit.

For each proposed expenditure, be sure to provide all information in a manner that will allow reviewers to clearly understand the basis of calculation for each proposed expenditure, as well as:

- Indicating all proposed expenditures are clearly identified and described. (5 pts)
 - Be sure to include the estimated number of students and educators to be served in each school district and/or BOCES, and a description of how the costs per school district are reasonable and cost-efficient in relation to the anticipated results and benefits.
- Proposed expenses are appropriate, reasonable, and necessary for the project scope/goals, and are supplemental and do not supplant or duplicate services currently provided. (15 pts)

Note: Funding from this grant cannot supplant or duplicate positions/activities already funded through other sources.

Please refer to the [Budget Guidance Section](#) for maximum allowable amounts in certain categories.

Application Acceptance and Processing

Application Review and Scoring

Upon receipt, applications will be reviewed to ensure that the applicant is eligible, and that the application includes **either** Attachment I-A Form (for Individual Big Five School District applications) **or** Attachment I-B Form (for BOCES-led Consortia). **If a proposal does not include a signed Application Cover Page, it will be rejected as non-responsive and will not be reviewed.**

Applicants will be scored based on 100 possible points from reviewers: 0 points for Section A, 10 points for Section B, 20 points for Section C, 30 points for Section D, 20 points for Section E, and 20 points for Section F.

Proposals must receive a minimum of a final average score of 60 points to be eligible for an award.

All proposals will be reviewed by two reviewers and the scores will be averaged. If there is a score discrepancy greater than 15 points, the proposal will be read by a third reviewer. The two closest scores will be used and averaged unless the third reviewer score is equidistant from the others, in which case the third reviewer score will be solely used.

In the event of a tie score, the higher Section E: Applicant Capacity score will be used as a tie breaker. If the Section E is a tie score, the program that anticipates reaching the higher number of students as documented in Section E.2: Administrative Capacity will be funded.

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.

Award Protest Procedures

Applicants that 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.

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.

Winning Applicants' 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 system. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time & effort records, delivery receipts, vendor invoices, travel documentation and payment documents, including check stubs.

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

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

Reporting

Grantees must submit an annual performance report no later than thirty (30) days after the end of the year for the grant period (August 31); Annual report for Y1 will be due by October 2. The performance report should provide evidence that substantial progress has been made toward meeting the project goals and the program performance indicators. Additional information about the annual performance report will be made available to grantees by SED after grant awards are made. Funding to grantees that do not demonstrate adequate performance may be discontinued.

Approved Instructional Technology Plan

All participating public school districts must have an approved Instructional Technology Plan on file with NYSED to receive continued funding under this grant program.

Electronic Processing of Payments

In accordance with a directive dated January 22, 2010 by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments. Additional information and authorization forms are available at the [State Comptroller's website](#).

Accessibility of Web-Based Information and Applications

Any documents, materials, 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.

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 the NYSED.

Workers' Compensation Coverage and Debarment

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

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

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

PROOF OF COVERAGE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** – Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or

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

Proof of Disability Benefits Coverage

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

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

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

Application Instructions

Please adhere to the following instructions.

Required Signature(s)

The original signature of the Chief School Administrator/Officer must appear on the Application Cover Page.

Please note: NYSED will only communicate with the contacts provided in the Application Cover Page.

Application Checklist

Please use the application checklist (contained in this RFP) to ensure your application is submitted in the correct order and is complete.

Page Limits and Standards

The Proposal Narrative is the applicant's opportunity to provide a comprehensive description of the proposed project. Be clear and precise.

- A page is 8.5" x 11" (on one side only) with one-inch (1") margins (top, bottom, and sides). Charts/tables are not required to adhere to this standard.
- Single space, at a minimum, all text in the proposal narrative; double space between titles, headings, footnotes, quotations, references, and captions, as well as all text in charts, figures, and graphs, unless not possible due to the formatting of the template. Charts/tables are not required to adhere to this standard.
- Use a Times Roman or Arial font in a 12-point size. Charts/tables are not required to adhere to this standard.
- Each section of the proposal narrative should be clearly titled.
- Footnotes may be used.
- A Works Cited page after Section E, before forms and Budget pages, is allowed.
- Charts or tables of information requested in Section B may be included as Attachments after a Works Cited Page (if applicable) and before Budget pages.
- Include page numbers.

- Each page should include a header with the applicant's name.
- Applicants should limit Proposal Narratives to 25 pages (not including any Works Cited pages, Section B charts/tables, Budget Category and Narrative forms, the FS-10 budget, or any other forms.)

Submission

Applicants are responsible for making sure the application package is complete based on the included Application Checklist. All requirements, as detailed in the RFP, must be received no later than the date indicated on page 2 of this RFP. Applications not received by this deadline will not be accepted for review.

A complete electronic application in Microsoft Word (.docx) or portable document format (.pdf) must be submitted via [online form](#) **by no later than 5:00 p.m. Eastern Time on June 13, 2025. Applications received after that date and time will not be reviewed.**

Applicants must also mail in one original and two copies of the signed FS-10 budget. These materials must be postmarked by the application deadline, **June 13, 2025.**

Mailing address for the FS-10:

New York State Education Department
Office of Educational Design & Technology
89 Washington Avenue Room 860 EBA
Albany, NY 12234
Attn: Catherine Coons

Application Checklist

Please use this application checklist to ensure your application is complete and in the correct order:

Application Items	Description	Included? Click Yes/NA	
Application Cover Page: Attachment I-A or Attachment I-B	<ul style="list-style-type: none"> Attachment I-A for Individual Big Five School Districts applications OR Attachment I-B for BOCES-led Consortium applications 	Yes <input type="checkbox"/>	
Proposal Narrative	<ul style="list-style-type: none"> Sections A-E Follow Page Limits and Standards Works Cited page(s) and Section B Charts/Tables, if applicable should be clearly labeled and follow Section E, before Budget Forms. 	Yes <input type="checkbox"/>	
Budget Forms	<ul style="list-style-type: none"> FS-10 Form Budget Narrative: Attachment III 	Yes <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 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"/>

Attachments and Appendices

Attachment I-A:	Application Cover Page for Individual Big Five School Districts
Attachment I-B: Applicants Only)	Application Cover Page for BOCES-led Consortia (Consortium
Attachment II:	Memorandum of Understanding (Consortium Applicants Only)
Attachment III:	Budget Narrative
Attachment IV:	M/WBE Documents
Attachment V:	Equal Employment Opportunity Staffing Plan (EEO 100) Instructions
Appendix A:	Standard Clauses For NYS Contracts
Appendix A-1 G:	NYSED Agency-Specific Clauses
Appendix B:	Scoring Rubric
Appendix C:	NYSED Consortium Policy for State Discretionary Grant Programs
Appendix D:	Sample Enrollment Tables

Attachment I-A: Application Cover Page- Individual Big Five Public School Districts**For Competitive Grant Program – Advanced Course Access: Request for Proposals #GC25-006**

Please refer to the Application Instructions for detailed information about completing this page and the other required components. Please note: the applicant should include **two** program contacts for the grant.

DISTRICT BEDS CODE

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

Applicant Name:			
Program Name:			
Address:			
City:		Zip Code:	
Main Program Contact:			
Title:		Alternate Program Contact:	
Organization:		Title:	
Telephone:		Organization:	
Fax:		Telephone:	
Email:		Fax:	
Email:		Email:	
Big 5 District		Year 1 Funding Amount Requested:	
<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>			
Authorized Signature		Title (Chief School/ Administrative Officer)	
Typed Name		Date	
Phone number:		Email address:	

Attachment I-B: Application Cover Page for BOCES-led Consortia**for Competitive Grant Program – Advanced Course Access: Request for Proposals #GC25-006**

Please refer to the Application Instructions for detailed information about completing this page and the other required components. Please note: the applicant should include **two** program contacts for the grant.

BEDS CODE

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Applicant Name:			
Program Name:			
Address:			
City:		Zip Code:	
Main Program Contact:			
Title:		Alternate Program Contact:	
Organization:		Title:	
Telephone:		Organization:	
Fax:		Telephone:	
Email:		Fax:	
County of Lead Applicant:		Year 1 Funding Amount Requested:	
<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 and that they supplement and do not supplant or duplicate services currently provided. 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>			
Authorized Signature		Title (Chief School/ Administrative Officer)	
Typed Name		Date	
Phone number:		Email address:	

Attachment II: Memorandum of Understanding (Consortium Applicants only)

(DUPLICATE ONE PER CONSORTIUM MEMBER)

(Insert Lead Applicant Name) and (Insert Consortium Member Name)

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of the **(Insert Lead Applicant Name)** and **(Insert Consortium Member Name)**. The overarching purpose of this consortium is to develop, implement, and share innovative programs that utilize learning technologies to personalize learning and/or increase access to high-quality, rigorous learning experiences for **(Insert Names of All Districts in Consortium Application)**. Per the NYSED Consortium Policy for State and Federal Discretionary Grant Program (see Appendix C), **(Insert Lead Applicant Name)** will not act solely as a flow-through for grant funds to pass to other recipients and will be responsible for the performance of any services provided by the consortium members, any partners, consultants, or other organizations, and coordinate participation. This consortium will only benefit the **(Insert Lead Applicant Name)**'s and/or **(Insert Consortium Member Name)**'s student populations. The **(Insert Lead Applicant Name)** agrees to facilitate communication with and between **(Insert Consortium Member Name)** in order to ensure that all consortium members fully know all aspects/activities that will be conducted through this grant program.

SPECIFIC ROLES AND RESPONSIBILITIES

The partnership of the **(Insert Lead Applicant Name)** and the **(Insert Consortium Member Name)** entails the following:

The <i>(Insert Lead Applicant Name)</i> BOCES/District agrees to:	The <i>(Insert Consortium Member Name)</i> District agrees to:
<i>List all activities/services/etc. that the Lead Applicant will provide to the partnership.</i>	<i>List all activities/services/etc. that the District will provide to the partnership.</i>

Name of Lead Applicant District/BOCES: _____

CEO Signature _____ Typed Name: _____

Title: _____ Date: _____

Name of Consortium Member District: _____

CEO Signature _____ Typed Name: _____

Title: _____ Date: _____

THE AGREEMENT FOR YOUR PROGRAM SHOULD REFLECT THE SPECIFICS OF YOUR PROGRAM AND YOUR CONSORTIUM MEMBERS. ALL ACTIVITIES/SERVICES, ETC. THAT ARE PERTINENT TO YOUR PROJECT SHOULD BE INCLUDED. PLEASE MODIFY AS NEEDED.

Attachment III: Budget Narrative

Complete Attachment III: Budget Narrative. The Budget Narrative should provide detail and justification for the proposed expenditures outlined in the FS-10/Budget Summary, including

- the basis of calculation for each cost during the program period, and
- explanation of how each proposed expenditure in each category supports the project activities and contribute to program goals.

For each proposed expenditure, be sure to include detailed information on the following:

- Provide all information in a manner that will allow reviewers to clearly understand the basis of calculation.
- Why each proposed expenditure is appropriate, reasonable, and necessary.
- How each proposed expenditure is supplemental and does not supplant or duplicate services currently provided.

Note: Funding from this grant cannot supplant or duplicate positions/activities already funded through other sources.

Additional sections/columns and/or separate charts may be added as needed to provide all necessary information. Please be sure to check that all amounts match the FS-10 and budget summary (found at the end of the [FS-10](#)). Please add/delete rows as needed. Please identify year one and year two budgets.

EXPLANATION AND JUSTIFICATION OF PROPOSED EXPENDITURE AND CALCULATION OF COST	YEAR 1 TOTAL	YEAR 2 TOTAL
Professional Staff (Code 15)		
Support Staff (Code 16)		
Purchased Services (Code 40)		
Supplies & Materials (Code 45)		
Travel Expenses (Code 46)		

Employee Benefits (Code 80)		
Indirect Cost (Code 90)		
BOCES Services (Code 49)		
Minor Remodeling (Code 30)		
Equipment (Code 20)		

Attachment IV: M/WBE Documents**M/WBE Goal Calculation Worksheet****(This form should reflect Year 1 budget totals)****RFP # and Title:** _____**Applicant Name:** _____

The M/WBE participation for this grant is thirty percent (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.

For the purposes of the grant, the salary and fringe benefit exclusions apply to the expenses of the lead applicant as well as any consortium member. Therefore, for consortium applications, lines 2-4 below will include project salaries and fringe benefits of the lead applicant AND members of the consortium.

	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 & Woman-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 the 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.
Typed or Printed Name of Authorized Representative of the Firm
Typed or Printed Title/Position of Authorized Representative of the Firm
Signature/Date

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 _____
 Address _____
 City, State, Zip _____

Telephone/Email: _____/
 Federal ID No.: _____
 RFP No.: _____

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

PREPARED BY (Signature) _____ DATE _____

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

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

TELEPHONE/E-MAIL _____

DATE _____

REVIEWED BY _____ DATE _____

UTILIZATION PLAN APPROVED YES/NO DATE _____

NOTICE OF DEFICIENCY ISSUED YES/NO DATE _____

NOTICE OF ACCEPTANCE ISSUED YES/NO DATE _____

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

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

Bidder/Applicant Name: _____ Federal ID No.: _____
 Address: _____ Phone No.: _____
 City _____ State _____ Zip Code _____ E-mail: _____
 Signature of Authorized Representative of Bidder/Applicant's Firm _____
 Date: _____ Print or Type Name and Title of Authorized Representative of Bidder/Applicant's Firm _____

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

 Date

 Printed or Typed Name and Title of Authorized Representative

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)

I 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, ZIPCODE:

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. <input type="checkbox"/> Total <input type="checkbox"/> Partial _____%	<input type="checkbox"/> WBE Waiver - A waiver of the WBE goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial _____%

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

TITLE OF PREPARER:
TELEPHONE:
EMAIL:

REVIEWED BY: _____

DATE: _____

WAIVER GRANTED ☐ YES ☐ NO
☐ TOTAL WAIVER ☐ PARTIAL WAIVER
☐ NOTICE OF DEFICIENCY
☐ CONDITIONAL WAIVER
COMMENTS:

M/WBE 101

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-10, 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 participation goals.
9. Provide any other information you deem relevant which 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.

Attachment V: Equal Employment Opportunity Staffing Plan (EEO 100) 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

EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN

Applicant Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Federal ID No.: _____

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 or Black	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran
Executive/Senior Level Officials and Managers																			
First/Mid-Level Officials and Managers																			
Professionals																			
Technicians																			
Sales Workers																			
Administrative Support Workers																			
Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
TOTAL																			

PREPARED BY (Signature): _____

NAME AND TITLE OF PREPARER: _____

DATE: _____

TELEPHONE/EMAIL: _____

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, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.

- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

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. Contractor 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.

Appendix B: Scoring Rubric

As stated in the Application Review and Scoring section, all proposals will be reviewed by two reviewers and the scores will be averaged. If there is a score discrepancy greater than 15 points, the proposal will be read by a third reviewer. The two closest scores will be used and averaged unless the third reviewer score is equidistant from the others in which case the third reviewer score will be solely used.

When final scores are compiled, any proposal that scores less than a final average of 60 points out of 100 will not be considered further.

Please be sure to carefully read the criteria/descriptors in the following scoring rubrics when writing the proposal.

Quality Indicator	Description
Very Good	Comprehensive and thorough with exceptional detail. Submission is highly responsive and specific, and of outstanding quality.
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	Sketchy and non-specific. Criteria appear to be minimally met, but limited information is provided about approaches and strategies. Lacks focus and detail.
Poor	Does not meet the criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.
NA	No answer provided.

Section A: Overview
No points

Section B: Description of Learning Program Method [10 Points]				
Section B.1: Program Delivery Method (10 Points)				
NA: 0 points	Poor: 2.5 points	Fair: 5 points	Good: 7.5 points	Very Good: 10 points
<p>Applicant will provide specific and detailed information on:</p> <ul style="list-style-type: none"> • The chosen delivery method of the advanced learning program that will be used, • How the proposed program will reach as many students as possible, • How the Program Lead will ensure that the program delivery method is sufficient to meet the needs of students from all district/school members, and • How the program will differentiate learning to ensure personalized learning for each student. 				
Comments:				
SCORE				
Total Score for Section B:				/10

Section C: Need and Rationale [20 Points]				
C.1. Identification of Need (10 points)				
NA: 0 points	Poor: 2.5 points	Fair: 5 points	Good: 7.5 points	Very Good: 10 points
<p>Applicant should provide a description of the need present in the area the applicant serves (and any additional areas the applicant could potentially serve, if applicable), particularly related to</p> <ul style="list-style-type: none"> • Limited or no access to advanced courses, • Teacher employment concerns (shortage, subject matter expertise, etc.). • Include both qualitative and quantitative data <p>Applicant should include information on how need(s) or concern(s) were identified and how/why they were selected as a focus of this proposal.</p>				
Comments:				
SCORE				

C.2. Rationale (10 points)				
NA: 0 points	Poor: 2.5 points	Fair: 5 points	Good: 7.5 points	Very Good: 10 points
<p>Applicant should describe in detail the rationale for choosing the specific learning program method, including:</p> <ul style="list-style-type: none"> • How and why the applicant's learning program is uniquely situated to address the needs cited above; • Specific information about the relevant BOCES and/or districts that makes this program a good fit for the students it will serve; and • The process by which the Program Lead consulted schools and/or districts to determine what the program delivery method would be. 				
Comments:				
SCORE				
Total Score for Section C:				/20

Section D: Program Design [30 Points]				
Section D Goal 1: Increase access to advanced courses for students who currently have very limited or no access to advanced course offerings. (6 points)				
NA: 0 points	Poor: 1.5 points	Fair: 3 points	Good: 4.5 points	Very Good: 6 points
<p>Applicant should describe how the proposed program will:</p> <ul style="list-style-type: none"> • work with districts/schools, targeting those that offer few-to-no advanced courses, to identify students who would benefit from the ability to take advanced courses. • ensure that new students are enrolled in advanced coursework as a result of this grant • coordinate with the students' districts (if applicable), schools, and families to outline program specifics, expectations, and supports available, as well as to understand student needs and specific circumstances. • provide evidence that they are accurately and thoroughly tracking student progress, are facilitating substantive interactions with a NYS teacher certified in the subject area of the course(s) the student is taking and are providing additional supports. • provide information about how the program will use student interest and need to determine the courses that will be offered • adhere to all applicable laws and regulations, including NY Commissioner's Regulation 100.2(u) for programs using virtual and blended instruction. • adhere to best practices and should be culturally and linguistically responsive. • ensure that the credit-granting institution approves of the student's enrollment in a course and agrees to grant credit for the course. • coordinate with the Institute of Higher Education (if applicable) to increase opportunities for students to enroll in courses that, upon successful completion, would result in college credit. 				
Comments:				
SCORE				

Section D: Goal 2: Decrease financial and administrative burden on schools and districts for providing access to advanced coursework. (6 points)				
NA: 0 points	Poor: 1.5 points	Fair: 3 points	Good: 4.5 points	Very Good: 6 points
<p>Applicant will describe how the proposed program will provide a program that decreases the financial and administrative burden on schools and districts.</p> <ul style="list-style-type: none"> • Programs should clearly demonstrate how grant funds will be used to directly provide access to advanced courses for students. • Programs must demonstrate that they have limited funds expended on administrative processes in favor of providing services to more students utilizing existing infrastructure and successful models. • Proposed programs should clearly demonstrate how they will support the work of guidance counselors and any other district or BOCES staff that will be responsible for ensuring that students are enrolled and supported in the proposed advanced courses. <ul style="list-style-type: none"> • This section should include evidence that the proposed program has consulted with district administration and guidance counselors, or has alternative plans for recruiting, enrolling, and retaining students in advanced coursework. 				
Comments:				
SCORE				

Section D: Goal 3: Provide high quality, targeted support for Certified NYS Teachers. (6 points)				
NA: 0 points	Poor: 1.5 points	Fair: 3 points	Good: 4.5 points	Very Good: 6 points
<p>Applicant will describe how the proposed program would employ/utilize Certified NYS teachers in every instance practicable, such as to develop courses, teach courses, and provide support to students. Applicant will also explain how teachers will be provided with the following, in order that they may best meet student needs:</p> <ul style="list-style-type: none"> • Appropriate, targeted, high-quality professional development, research-based instructional practice, and/or course design for advanced courses, including virtual or blended instruction, if applicable, as well as how to effectively teach culturally and linguistically responsive advanced courses; • Support that can be accessed in multiple ways and be available during non-traditional hours; • Adequate technological resources, including laptop computers and Wi-Fi devices, if applicable; • Access to and support from a NYS Certified Administrator who has knowledge of best practices for advanced course design and instruction; and • Professional development targeted to ensure that Advanced Course teachers have the skills to support students from groups that are traditionally under-represented in advanced coursework. 				
Comments:				

SCORE	
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Section D: Goal 4: Provide high-quality, targeted support to students to ensure success. (6 points)				
NA: 0 points	Poor: 1.5 points	Fair: 3 points	Good: 4.5 points	Very Good: 6 points
<p>Applicant will describe the student support program that would be implemented to ensure students have or develop the habits of mind and skills necessary to successfully complete advanced courses.</p> <ul style="list-style-type: none"> • How support programs will be tailored and targeted to meet the needs of students. • How programs will ensure that students have the habits of mind and skills necessary to be successful • How support will be offered in multiple ways and be available during non-traditional hours. <p>In addition, proposals should include a retention plan that describes how the program will identify students who are struggling, provide academic supports, and offer non-academic assistance, including:</p> <ul style="list-style-type: none"> • What proactive measures are put in place to retain students? • What process will identify students at-risk of dropping courses? • What is the intervention plan for students who are at-risk of dropping courses? 				
Comments:				
SCORE				

Section D: Goal 5: Identify, evaluate, and share experiences in effective practices for increasing student access to, and success in, advanced courses. (6 points)				
NA: 0 points	Poor: 1.5 points	Fair: 3 points	Good: 4.5 points	Very Good: 6 points
<p>Applicant will describe the evaluation process, including</p> <ul style="list-style-type: none"> • How the applicant will ensure a thorough evaluation every 6 months, with both quantitative and qualitative evidence, of the program's effectiveness in meeting the goals of the ACA Grant Program; • How the applicant will identify Program strengths, weaknesses, and suggestions for improvement; • How the evaluation will provide a description of data collection, data security, data validity and qualifying the results of the evaluation. <p>Applicant will explain how they will ensure that funds are being used to directly increase the total number of students enrolled in, and successfully completing, advanced courses.</p> <p>Applicant will identify a method in which they plan to share their programs publicly with schools and/or districts wishing to receive more information about the details of the program, such as presenting at conferences, posting materials to a website, creating a promotional video, etc.</p>				
Comments:				
SCORE				

Total Score for Section D:	/30
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Section E: Applicant Capacity [20 Points]				
E.1. Program Lead(s) (10 points)				
NA: 0 points	Poor: 2.5 points	Fair: 5 points	Good: 7.5 points	Very Good: 10 points
<p>Applicant will provide:</p> <ul style="list-style-type: none"> the name(s), qualifications, and relevant experience of the person(s) responsible for coordinating the Advanced Course Access Program; resumes for the individual(s) listed above; a description of the Program Lead(s) ability to communicate with and respond to NYSED staff regarding the program activities; and include information about how the Program Lead(s) will coordinate with administrators from participant schools and/or districts to ensure program success, including an assurance that the higher education partner is able to participate in virtual and/or blended instruction. 				
Comments:				
SCORE				

E.2 Administrative Capacity (10 points)				
NA: 0 points	Poor: 2.5 points	Fair: 5 points	Good: 7.5 points	Very Good: 10 points
<p>Applicant will detail the Administrative Organization (structure, policy, program), including but not limited to</p> <ul style="list-style-type: none"> Applicant's learning program's core mission, beliefs, and goals How teachers would be chosen How courses would be chosen How students will be identified The enrollment process – how students would be enrolled, what information would be given to them, deadline-based or rolling admission, etc. <p>Applicant will also include the following information:</p> <ul style="list-style-type: none"> Enrollment numbers for advanced courses that use virtual, blended and/or other method of instruction from the previous five (5) years of operation (if applicable); Projected enrollment numbers for advanced courses that use virtual and blended instruction for the next two (2) years showing the estimated difference that grant funds will provide; How those projections were calculated; A list of districts and schools that will be targeted for participation; How quickly the program would be able to begin serving students 				
Comments:				

SCORE	
Total Score for Section E:	/20

<p>Section F: Budget Forms [20 points]</p> <p>Applicant should complete the FS-10 (Proposed Budget for a Federal or State Project) form for the Program Period of September 1, 2025 – August 31, 2026 (Year 1). Please be sure to check that all that all proposed expenditures are included and that the calculations, descriptions, and amounts match the budget summary and Budget Narrative.</p> <p>Complete Attachment III: Budget Narrative. This should detail and justify the funding request under this RFP, including all proposed expenditures, indicate the basis of calculation for each cost during the program period of September 1, 2025 – August 31, 2027, and illustrate how the proposed expenditures support the project activities and contribute to program goals.</p> <p>For each proposed expenditure, be sure to provide all information in a manner that will allow reviewers to clearly understand the basis of calculation for each proposed expenditure, as well as:</p> <ul style="list-style-type: none"> • Indicating all proposed expenditures are clearly identified and described. (5 pts) <ul style="list-style-type: none"> ○ Be sure to include the estimated number of students and educators to be served in each school district, and a description of how the costs per school district are reasonable and cost-efficient in relation to the anticipated results and benefits. • Proposed expenses are appropriate, reasonable and necessary for the project scope/goals, and are supplemental and do not supplant or duplicate services currently provided. (15 pts)

F.1. Description of Proposed Expenditures (5 points)				
NA: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<p>For each proposed expenditure, be sure to provide all information in a manner that will allow reviewers to clearly understand the basis of calculation for each proposed expenditure, as well as:</p> <ul style="list-style-type: none"> • Indicating all proposed expenditures are clearly identified and described. <ul style="list-style-type: none"> ○ Be sure to include the estimated number of students and educators to be served in each school district, and a description of how the costs per school district are reasonable and cost-efficient in relation to the anticipated results and benefits. 				
Comments:				
SCORE				

F.2. Appropriate, Reasonable, Necessary, and Do Not Supplant (15 points)				
NA: 0 points	Poor: 3.75 points	Fair: 7.5 points	Good: 11.25 points	Very Good: 15 points
<p>For each proposed expenditure, be sure to provide all information in a manner that will allow reviewers to clearly understand the basis of calculation for each proposed expenditure, as well as:</p> <ul style="list-style-type: none"> Proposed expenses are appropriate, reasonable, and necessary for the project scope/goals, and are supplemental and do not supplant or duplicate services currently provided. 				
Comments:				
SCORE				
Total Score for Section F:				/20

Total Scores	
Section A	0
Section B	/10
Section C	/20
Section D	/30
Section E	/20
Section F	/20
TOTAL	/100

Appendix C: NYSED Consortium Policy for State Discretionary Grant Programs

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

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

Appendix D: Sample Enrollment Tables

Advanced Course enrollment in proposed learning method (virtual, blended, other). If you are proposing multiple learning methods, please provide separate tables for each method.

Previous Advanced Course Enrollment: *(insert learning method here)*

District	2024-2025	2023-2024	2022-2023	2021-2022	2020-2021

Projected Advanced Course Enrollment with ACA funds: *(insert learning method here)*

District	Fall Semester 2025	Spring Semester 2026	Summer Semester 2026	Fall Semester 2026	Spring Semester 2027	Summer Semester 2027