

Funding Opportunity

Extended Learning Time Grant Program

Purpose of Funding	The Extended Learning Time (ELT) Grant Program is authorized under subdivision 6-b of Section 3641 of New York State Education Law. The purpose of the ELT competitive grant program is to provide funding to school districts operating independently or in collaboration with not-for-profit community based organizations (CBOs) to increase school-wide learning opportunities in high-quality extended school day and/or extended school year programs with a focus on improving academic achievement.
Eligible Applicants	<p>School districts operating independently or school districts acting as lead agency in collaboration with not-for-profit CBOs that put forward a proposal to improve student outcomes by adding at least 25 percent more time to the academic calendar beyond the current schedule, by extending the school day, school week, school year, or some combination thereof, either district-wide or in selected school buildings.</p> <p>For this RFP BOCES and public charter schools are not eligible to apply for this grant program.</p>
Funding	<p>\$20 million in the 2013-2014 school year and each school year thereafter, subject to grantee performance and annual appropriation. Further, no school district shall receive more than 40 percent of the total school-wide extended learning time grant allocation.</p> <p>In addition, implementation planning funding of up to \$10,000 will be available January 1, 2014.</p>
Project Period	<p>Grants will be issued on a funding cycle to cover three school years (2013-14, 2014-15 and 2015-16). Subject to grantee performance and annual appropriation, funding for ELT will be renewed for the next two school years. Implementation funding will be available:</p> <ul style="list-style-type: none"> • January 1, 2014 for programs that will implement ELT starting in the 2013-14 school year*, or • July 1, 2014 for programs that will implement ELT starting in the 2014-15 school year. <p>* For grants implementing ELT in the 2013-14 school year, funding will be prorated based on additional hours in 2013-14 as a percentage of the 25% minimum additional hours on an annual basis.</p>
Letter of Intent (LOI)	Applicants are required to submit a Letter of Intent (LOI) designating the specific participating schools in which services will be delivered. LOIs should be sent via email to ELTGOV@mail.nysed.gov by 5:00 p.m. on October 7, 2013 .

<p>Questions & Answers</p>	<p>Questions regarding this Request for Proposals (RFP) must be submitted by E-Mail to: ELTGOV@mail.nysed.gov by September 24, 2013.</p> <p>A complete list of all questions and answers will be posted at: http://www.p12.nysed.gov/funding/currentapps.html no later than October 4, 2013.</p>
<p>Due Date and Submission</p>	<p>Applicants must submit one original hardcopy application (including original signatures, as requested) plus three complete copies, as well as one complete electronic copy on compact disc in Microsoft Word (.doc) format or portable document format (.pdf), via postal mail to the following address:</p> <p>New York State Education Department Grants Management Office, 464 EBA 89 Washington Avenue Albany, NY12234 Attn: Betsy Kenney, Office of Student Support Services.</p> <p>Complete applications must be postmarked by October 25, 2013.</p>

Extended Learning Time Grant

Purpose of Grant Program:

The purpose of the Extended Learning Time (ELT) competitive grant program is to provide grants to school districts or school districts in collaboration with not-for-profit community-based organizations (CBOs) to increase school-wide learning opportunities in high-quality extended school day, school week and/or extended school year programs with a focus on improving academic achievement. School-wide extended learning requires a transformation and redesign of the school calendar for all students in the school. The intent of this program is to provide school districts the opportunity to transform and redesign the school day, week and year in order to better meet the needs of its students and school community and improve student achievement. The school-wide teacher corps, district administration, and CBOs are critical partners in developing the vision, and implementing a true transformation of the school schedule.

Research shows that students who benefit from more high-quality learning time exhibit higher academic achievement than their peers. This trend holds in schools across the country where quality learning time has been successfully and creatively extended, resulting in significant student performance gains, especially in low-income communities. Extended school-wide learning time enables schools to provide students with more individualized instruction, more time for honing core academic skills, and more enrichment activities that make learning relevant and engaging. It also provides critical time for teachers to collaborate to improve instruction aligned to the Common Core State Standards. Schools that apply for the competitive grant program must agree to expand learning time by adding at least 25 percent more time to the academic calendar beyond the current schedule. The time increase can happen during the school day, before/after the traditional school day schedule, during weekend hours, during scheduled school vacations and/or summer programming and must provide additional instruction or educational programs for all students.

Program Requirements:

All applicants for ELT funding must:

- Support a shared commitment to and partnership with the district and school to ensure that all students leave our P-12 education system college and career ready
- Demonstrate a plan for quality, engaging, academically-focused programming designed to support individual student needs and enhance teacher training/development in accelerating academic performance
- Take full advantage of re-designing the school day, week and/or year to provide increased learning and collaborative opportunities for students and their teachers
- Follow all applicable federal and state health, safety and civil rights laws and expectations for operating inclusive, appropriate programming in schools
- Supplement, not supplant, existing academic requirements with enriched learning experiences and activities

- Commit to using data to inform programmatic and instructional decision-making while meeting outcomes-based performance benchmarks.

Eligibility Requirements:

To be eligible for this grant, a school district or school district acting as lead agency in collaboration with a not-for-profit community-based organization must:

1. Have submitted documentation that has been approved or determined by the Commissioner by September 1, 2013 demonstrating that it has fully implemented new standards and procedures for conducting Annual Professional Performance Reviews of classroom teachers and building principals to determine teacher and principal effectiveness as required by Section 3012-c of Education Law.
2. Propose to improve student outcomes by adding at least 25 percent more time to the academic calendar, beyond the current schedule, through a comprehensive restructuring of the school day, week, and/or year, which shall include additional time for core academics and for teacher and leadership training and development.

BOCES and public charter schools are not eligible to apply for this grant program.

Funding:

Grants will cover the expected cost per pupil, which is the greater of \$1500 or 10 percent of the Annual Operating Expense, as prescribed in Section 3641 of New York Education Law. Grant awards will be based on projected number of students attending the selected schools. In the 2013-2014 school year, the annual grant amount will be prorated based on the additional learning time actually implemented in the 2013-14 school year as a percentage of the minimum additional time required to be added to the school calendar, on an annual basis, for the Expanded Learning Time Program. Payment will be based on average daily attendance and additional learning time.

The chart below illustrates an example of how a school district’s full annual grant award would be calculated if the school district’s expected cost per pupil is \$1,500 as well as how the award would be adjusted if the program does not operate for the full year.

For Calculation of:	Average Daily Attendance to Be Served	Expected Annual Cost Per Pupil of the Additional Learning Time	2012-13 School Year Total Annual Hours	Proposed Hours of Expanded Learning Time	Percent Added to School Calendar	Prorated Percentage	Potential Grant Award
Full Annual Award	500	\$1,500	1,000	250	25.0%	100.0%	\$750,000
Prorated 2013-14 Award (Assuming ELT program operates for half of the school year)	500	\$1,500	1,000	125	12.5%	50.0%	\$375,000

A school district's full annual award is calculated by multiplying its expected cost per pupil by the estimated average daily attendance of students attending the selected Expanded Learning Time school(s) within that district.

The district's 2013-2014 award will be prorated to reflect the additional learning time implemented in the 2013-14 school year as a percentage of the minimum additional time required on an annual basis for the Expanded Learning Time program (i.e., the "Prorated Percentage").

A chart that displays the Annual Per Pupil Cost by District can be found at:

<http://www.p12.nysed.gov/sss/AnnualPerPupilCostbyDistrict.xls>

A budget calculator is available at:

Budget Calculator: <http://www.p12.nysed.gov/sss/ExpandedLearningGrantCalculator.xls>

Grant Adjustments in the Event of Material Changes in Average Daily Attendance:

Each grantee must provide SED with actual school enrollment and average daily attendance each August 15th, in a format to be developed by SED.

If the actual reported daily attendance is below a threshold established by the department when compared to the estimated average daily attendance used in the grant calculation, the grantee's grant may be proportionately reduced by the amount of the percentage deficiency.

For purposes of this RFP:

“Community-Based Organization” shall mean a public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segments of a community; and provides educational or related services to individuals in the community.

A “high-quality plan” is one that describes, in detail, how funds received will be expended to support activities and strategies to improve student achievement; demonstrates how those activities will enhance teaching and learning for all students; and provides evidence that the district has the capacity to fully and effectively implement the proposed activities.

Scoring:

Applications will be scored on a 100-point scale, with priority given to applicants based upon the school district’s proposal to target schools and students who are academically at-risk and those who would benefit most.

School-wide proposals that would provide extended learning time for students in grades six through eight will receive priority points. Proposals that begin implementation of the extended learning time schedule during the 2013-14 school year will also receive priority points. Proposals that serve high-need populations will also receive priority points.

Is the application for a school-wide proposal that will serve grades 6-8?

Yes: 5 points. No: 0 points.

Does the applicant plan to implement extended learning time by changing the school day, week and/or year during the 2013-14 school year equivalent to at least half of the extended learning time of a full school year?

Yes: 5 points. No: 0 points

Does the applicant plan to serve students who primarily attend:

- a. schools eligible for schoolwide programs under Title I, Section 1114 of the No Child Left Behind Act, or
- b. schools with at least 40 percent of its students eligible for free or reduced price lunch. A complete list of eligible schools is available at:

<http://www.p12.nysed.gov/sss/21stCCLC/CorrectedListofEligibleSchoolsBasedon2011-2012FRPL10-15-12.xls>

Yes: 10 points. No: 0 points

Only complete applications submitted by eligible applicants will be reviewed. Each eligible application will be reviewed by at least two reviewers. Each reviewer will score the proposal using the evaluation rubric. If individual scores are more than 15 points apart, a third reviewer will score the application. The two scores mathematically closest to each other will be averaged for the final score unless the difference between the third review score and the first two are equidistant; in which case the third reviewer’s score will solely be used. An application must receive a final average score of 70 or higher to be considered for funding. Budgets will be adjusted to eliminate any unallowable or inappropriate expenditures. Proposals will be ranked in order of final average score from highest to lowest. Awards will be made to the highest ranking

fundable applications until all funds are expended. In the event of tie scores, proposals with the highest score in the Program Design, Organization, and Implementation Plan section will be ranked higher.

Performance Benchmarks

Upon receiving an award, the district and school(s) will need to complete an ELT Performance Agreement prior to implementing the extended learning time schedule that will set clear, measurable goals and benchmarks in the areas of academic achievement, enrichment programming, school climate, absenteeism, promotion and teacher collaboration and professional development. Following SED approval of any required changes or amendments to ensure program quality, the content of the Performance Agreement will constitute the performance targets that must be met in order for a grantee to receive continued funding in subsequent years, subject to an appropriation for this purpose in the State budget. As part of the Performance Agreement, grantees will be required to submit records of actual average daily attendance in the Expanded Learning Time program in order to be eligible for continued funding in subsequent school years.

The ongoing improvement of your school's implementation depends on the consistent collection and analysis of student progress throughout the year. To support this approach, all ELT schools are expected to use data cycles that include interim assessments, analysis of results and adjustments to instruction, curriculum, and student assignment.

Evaluation

Schools will be required to track and analyze the performance of their students and factors that impact performance, including time allotted for teachers to collaborate and plan lessons. Moreover, extended learning time programs must be able to measure key indicators of success, such as passage and increased proficiency rates on statewide standardized assessments and increased attendance and promotion rates. Schools must commit to reporting performance data.

Allowable and Unallowable Expenditures

Allowable activities are those that are directly related to meeting the overall and individual ELT program requirements. If any inappropriate and/or unallowable items are included in the budget, they will be deleted and the budget will be reduced accordingly. All expenditures must be directly aligned with program goals and objectives. Additional guidance on allowable costs may be found at: <http://www.oms.nysed.gov/cafe/guidance/>

Review and Rating of Applications

Proposals received after the due date will not be reviewed. Only the first 25 pages of an application's program narrative will be reviewed. The allowed 25-page limit includes charts or graphs used to display numerical data or activity schedules, and a table for indicators of success. Other types of charts are not allowed and will not be reviewed. The FS-10 Budget is not considered part of the program narrative.

The State Education Department will administer a review process of proposals that includes the following components:

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

Budget (FS-10)

Applicants must submit a proposed budget on the FS-10 Budget Form with this application for the project period of either beginning January 1, 2014 or July 1, 2014. This budget will be reviewed and scored. Budgeted costs must be in compliance with applicable State laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at: <http://www.oms.nysed.gov/cafe>. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

In addition to their implementation allocations, applicants are eligible for additional funds, up to \$10,000, for implementation planning during January 1, 2014 – June 30, 2014. If an applicant opts to utilize these additional available funds, an additional FS-10 must be completed, and must bear the original signature of the Chief School/Administrative Officer.

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

The budget should be reasonable and appropriate to cover program expenses. School districts must use the restricted indirect cost rates calculated by the State Education Department.

For more information, visit the website at:

<http://www.oms.nysed.gov/cafe/guidance/faqs.html#indirect>

School District Responsibility

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

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

Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law (Please see corresponding forms at the end of this document)

All applicants are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this grant through one of three methods. The M/WBE goals will not be applied to the budget for direct personal services, related fringe benefits, and indirect costs as requested in the FS-10 budget. Compliance methods are discussed in detail in the M/WBE Participation Goals section below.

For purposes of this grant, NYS Education Department has established an overall goal of 20% for M/WBE participation based on the current availability of qualified MBEs and WBEs. The M/WBE goals will not be applied to any portion of the grant funds that are budgeted for direct personal services and related fringe benefits as requested in the FS-10 budget. All applicants must document a good faith effort to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of this contract. M/WBE participation includes any and all services, materials or supplies purchased from New York State certified minority and women-owned firms. Utilization of certified minority and women-owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED's Minority and Women-Owned Business Enterprise goals as described below.

Achieve Full Compliance with Participation Goals (Preferred)

Applicants should submit subcontracting/supplier forms that meet or exceed NYSED's participation goals for this grant. All subcontracting/supplier forms must be submitted with the application. In addition, applicants must complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. Instructions and copies of these forms are contained in the RFP. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>.

The contact person on M/WBE matters is available throughout the process to assist applicants in meeting the M/WBE goals. The contact person can be reached at mwbe@mail.nysed.gov. 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.

Documentation of Good Faith Efforts

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

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

In the event applicants cannot comply with NYSED's designated participation goals, said applicants must document their "good faith efforts" to comply and submit one of the following requests.

Request a Partial waiver of Participation Goals

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

Request a Complete Waiver of Participation Goals

In order to request a complete waiver of the participation goals for this grant, applicants must provide documentation of their good faith efforts to obtain the use of certified M/WBE enterprises along with their application forms. Applicants will be required to certify and attest to their good faith efforts. Applicants should submit a request for a complete waiver on Form M/WBE 101 and document their good faith efforts (Form M/WBE 105) at the same time as they submit their application. The M/WBE Coordinator is available throughout the process to assist in all areas of M/WBE compliance.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit using M/WBE 103 Quarterly M/WBE Compliance Report. This

report must be submitted on a quarterly basis and can be found at: www.oms.nysed.gov/fiscal/MWBE/forms.html

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) utilize any and all ideas submitted in the proposals received; (13) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (14) 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; (15) to request best and final offers.

Grant Award Protest Procedures

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the grant awards by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing letter. The protest letter must be filed with:

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

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

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

Application Submission Instructions

Applicants must submit one original hardcopy application (including original signatures, as requested) plus three complete copies, as well as one complete electronic copy on compact disc in Microsoft Word (.doc) format or portable document format (.pdf), via postal mail to the following address:

New York State Education Department
Grants Management Office, 464 EBA
89 Washington Avenue
Albany, NY 12234
Attn: Betsy Kenney, Office of Student Support Services.

Complete applications must be postmarked by **October 25, 2013**
Applications may also be delivered to the above address in person.

Applicant Name _____

Application Checklist

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

Required Documents	Checked – applicant	Checked – SED
Payee Information Form/NYSED Substitute W-9 Form (not required for Local Education Agencies (LEAs)) See: http://www.oms.nysed.gov/cafe/forms/PIform.pdf	<input type="checkbox"/>	<input type="checkbox"/>
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>
Application Cover Page (with original signatures in blue ink)	<input type="checkbox"/>	<input type="checkbox"/>
Participating Schools Form	<input type="checkbox"/>	<input type="checkbox"/>
Partnering Agencies Form (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Program Summary Form	<input type="checkbox"/>	<input type="checkbox"/>
Executive Summary	<input type="checkbox"/>	<input type="checkbox"/>
Program Narrative	<input type="checkbox"/>	<input type="checkbox"/>
Partnership Agreement(s) if Applicable	<input type="checkbox"/>	<input type="checkbox"/>
Form FS-10: ELT Implementation Grant	<input type="checkbox"/>	<input type="checkbox"/>
Form FS-10: Implementation Planning Funds (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Three-Year Budget Summary Chart	<input type="checkbox"/>	<input type="checkbox"/>
Budget Calculator	<input type="checkbox"/>	<input type="checkbox"/>
Attachment A – Data Profile	<input type="checkbox"/>	<input type="checkbox"/>

M/WBE Documents Package (original signatures required)

Full Participation
 Request Partial Waiver
 Request Total Waiver

Type of Form	Forms Required		
	Full Participation	Request Partial Waiver	Request Total Waiver
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
EEO 100 Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

Name, title and signature(in blue ink)of person completing this form:

**The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Albany, NY 12234**

2013-2016 Extended Learning Time Grant Program

Application Cover Page

NYSED Assigned BEDS or Agency Code

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Name of Applicant Agency	
Address	
City	County
Zip Code	
Contact Person	Telephone ()
E-Mail Address	FAX ()

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, Appendices and Attachments, 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.

Authorized Signature **(in blue ink)**

Title: Chief School/Administrative Officer

Typed Name:

Date:

Grant Applying For:
(Select only one.)

2013-2014 School Year Implementation

2014-2015 School Year Implementation

**Partnering Agencies Form
(If applicable)**

List the name, address and contact person for each partnering agency. NOTE: An individual, agency, organization or other entity that only provides services, and is not involved in ongoing planning and implementation of the ELT program, is considered to be a *vendor*, not a *partner*, and would not require a Partnership Agreement.

Name Of Agency / School	Address	Name of Contact Person and Email Address

Participating Schools Form

Applicant Name: _____

Please list all schools attended by the students you propose to serve. All information must be provided in full.

For admin. Use only			District Rank Order of Need*	School Building Name	School Building BEDS Code Example: 000000-00-0000	School Building Total Enrollment	# of Children to be Served by this proposal	Grade Levels to be Served by this proposal	Building Principal's Signature (in blue ink)
T1	6-8	13/14							

**In the event of insufficient funding to cover all school program sites, District Rank Order of Need will be used to determine funding.*

Program Summary Form

Prior and/or Current After-School Experience/ Funding Sources (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Extended School Day | <input type="checkbox"/> Federally funded program: |
| <input type="checkbox"/> Advantage After School | _____ |
| <input type="checkbox"/> 21 st Century Community Learning Centers | <input type="checkbox"/> Locally funded program: |
| <input type="checkbox"/> Beacon Program | _____ |
| <input type="checkbox"/> New York City OST Program | <input type="checkbox"/> Other: _____ |

Student Populations to be Served in this Grant (check all that apply):

- Elementary Middle School High School

Types of Service Providers Participating in this Grant (check all that apply):

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

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Academic Support/Enrichment | <input type="checkbox"/> Physical Fitness, Wellness | <input type="checkbox"/> Health |
| <input type="checkbox"/> Mathematics | <input type="checkbox"/> Technology, Video or Media | <input type="checkbox"/> Nutrition |
| <input type="checkbox"/> Science | <input type="checkbox"/> Library Services | <input type="checkbox"/> Youth Development |
| <input type="checkbox"/> English Language Arts | <input type="checkbox"/> Family Literacy | <input type="checkbox"/> Drug/Violence Prevention |
| <input type="checkbox"/> Social Studies | <input type="checkbox"/> Other Family Education | <input type="checkbox"/> Counseling |
| <input type="checkbox"/> Art, Music, Dance, Theater | <input type="checkbox"/> Tutoring/Mentoring | <input type="checkbox"/> Character Education |
| <input type="checkbox"/> Entrepreneurial Education | <input type="checkbox"/> Internships/Externships | <input type="checkbox"/> Service Learning |
| | <input type="checkbox"/> STEM | <input type="checkbox"/> Other _____ |

Is the application for a school-wide proposal that will serve grades 6-8?

- Yes: 5 points. No: 0 points.

Does the applicant plan to implement extended-learning time by changing the school day, week and/or year during the 2013-14 school year equivalent to at least half of the extended learning time of a full school year?

- Yes: 5 points. No: 0 points

Does the applicant plan to serve students who attend:

- schools eligible for school wide programs under Title I, Section 1114 of the No Child Left Behind Act, or
- schools with at least 40 percent of its students eligible for free or reduced price lunch. A complete list of eligible schools is available at:
<http://www.p12.nysed.gov/sss/21stCCLC/CorrectedListofEligibleSchoolsBasedon2011-2012FRPL10-15-12.xls>.

- Yes: 10 points. No: 0 points

Executive Summary (0 Points)

Provide a summary of the ELT program’s proposed mission, targeted students and family participants, key design elements and other unique characteristics of the program. Discuss the capacity of the school(s), and if applicable, the community partner(s), to effectively support and oversee the ELT grant. Indicate the current amount of student learning time and the proposed minimum amount of student learning time under this proposal, which must demonstrate at least a 25 percent increase from the current base.

The Executive Summary should be suitable for sharing by NYSED with the general public including essential stakeholders such as families, students, schools and community. The Executive Summary should not exceed 4 pages, using double-spaced pages, paginated, using one-inch margins and Times New Roman standard font in 12-point.

Extended Learning Time: Grant applicants will be scored based on the following:

Rating Guidelines:

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

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

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

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

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

Priority Points

School-wide proposals that would provide extended learning time for students in grades six through eight will receive priority points. Proposals that begin implementation of the extended learning time schedule during the 2013-14 school year will also receive priority points. Proposals that serve high-need populations will also receive priority points.

Is the application for a school-wide proposal that will serve grades 6-8?

Yes: 5 points. No: 0 points.

Does the applicant plan to implement extended-learning time by changing the school day, week and/or year during the 2013-14 school year equivalent to at least half of the extended learning time of a full school year?

Yes: 5 points. No: 0 points

Does the applicant plan to serve students who attend:

- a. schools eligible for school wide programs under Title I, Section 1114 of the No Child Left Behind Act, or
- b. schools with at least 40 percent of its students eligible for free or reduced price lunch. A complete list of eligible schools is available at:
<http://www.p12.nysed.gov/sss/21stCCLC/CorrectedListofEligibleSchoolsBasedon2011-2012FRPL10-15-12.xls>.

Yes: 10 points. No: 0 points

Program Narrative (100 total points)

The Program Narrative cannot exceed 25 double-spaced pages, paginated, using one-inch margins and Times New Roman standard font in 12-point. Only the first 25 pages of the Program Narrative will be reviewed and scored. The allowed 25 pages includes charts to display numerical data or activity schedules, and table for indicators of success. Other types of charts are not allowed. Charts can be single-spaced, using one-inch margins and Times New Roman standard font in 12-point. The Budget (FS-10) and Partnership Agreement(s), if applicable, are not considered part of the 25 pages.

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

1) Targeting Schools and Students With Greatest Need (20 points)

Describe the schools and student population to be served by the program and discuss how the proposed program will offer educational and enrichment extended learning opportunities to students and families that are currently not available. A redesigned school day, week and/or year should support the highest-need populations based on academic and other factors identified by the applicant.

A response that meets the standard for this section will:

- Demonstrate and document the academic need for extended learning time based on student achievement data.
- Demonstrate and document the need for extended learning time based on other student, family and community-based data.

2) Clear, Comprehensive Restructuring of the School Day/Week/Year (40 points)

Provide the district's plan for implementing extended learning time at school(s) that is aligned with a commitment to improving student academic achievement and preparing all students for success in college and career. A redesigned school day and year should support an academic focus and drive instructional improvement and continuous measurable growth in student learning. Extra-curricular activities outside of core academics are permitted but must be tied to increased student achievement and academic performance as justification for inclusion in the ELT program. Activities may include, but are not limited to, additional nutrition opportunities, extra-curricular clubs and sports that maintain student interest, or student work opportunities that provide real world skills. The design and implementation of extended learning time activities should be based on data-driven assessment of student needs/interests and works to support a clear set of school-wide achievement goals.

Scoring Indicators:

- a) **Additional time for core academics:** The school redesigns current use of time, and uses additional time to accelerate learning in core academic subjects by making meaningful improvements to the quality of instruction in support of school-wide achievement goals.

A response that meets the standard for this section will:

- Describe the school's plan to use extended learning time to accelerate student achievement with respect to core academics. Provide the proposed weekly schedule for each school with times including program time during school hours, or commit to doing so before the beginning of implementation. Include scheduling for vacation or summer programs, if applicable.
- Analyze the school's current use of time and how it will be better used through the redesigned extended learning time initiative.
- Discuss the proposed management structure and plan including key staff positions and program oversight.
- Describe how the management team, including any community partners, will engage in ongoing communication, district planning and creative problem solving to remove barriers and to ensure schools meet rigorous achievement goals.
- If applicable, explain the unique contributions that partnering organization(s) bring to the program, and how schools will support partner organizations and their staff in implementing effective programs that meet established outcomes.
- Describe the improved learning experiences students will have in core content areas (English language arts, social studies, math and science) within the redesigned school schedule/calendar.
- Describe how these changes are driven by student needs, and how they support the school's instructional focus, and include data that has informed your decisions.
- Describe how time will be utilized to provide targeted academic support to all students (remediation and acceleration), and how the proposed use of time will differ from current practice.
- Describe the process by which new enrichment programs will be created.
- Describe how extended learning time will be used to ensure all student schedules include academic intervention or acceleration taught primarily by certified teachers. This should include at least 120 minutes per week of support with students grouped based on data identifying needs.
- Describe how the plan for additional time is based on meeting the identified needs of the students and community.
- Describe how extended learning time will be used to build a culture of high academic and behavioral expectations.

b) **Additional time for enrichment:** Extended learning time programming should complement, not replicate, the school day by integrating a range of activities that capture student interest and strengthen student engagement in learning, and must be tied to increased student achievement and academic performance. Additional enrichment opportunities are carefully planned to improve student achievement and prepare students for success in high school, college and careers. Extended learning time supports may include mentorship, training, externships and internships to improve student achievement and prepare students for success in high school, college and careers. Please describe the range of planned enrichment, skill development and hands-on experiences making learning relevant and engaging that will be offered to all students.

A response that meets the standard for this section will:

- Describe the school's plan to use extended learning time to provide enrichment opportunities to students.
- Describe how the school will ensure that enrichment courses are connected to the state standards, core content classes, and school-wide instructional focus.

- If applicable, describe how external community partners will assist the school in providing high quality enrichment opportunities for students
- Describe the school's criteria for and supervision of partners when external partners are providing instruction and how this instruction will support /enhance the academic development of students.
- Describe planned student supports, connections to and impact on student academic achievement.
- Describe how the plan for additional time is based on meeting the identified needs of the students and community.
- Describe how the NYS Guidelines for Social and Emotional Development and Learning will be reflected in opportunities for youth development and enrichment through experiences not typically offered in the traditional classroom setting;

3. Additional Time for Teacher Development, Leadership, and Collaboration (10 points)

The district uses additional time to build a professional culture of teacher leadership and collaboration (including designated collaborative planning time, on-site targeted professional development) focused on strengthening instructional practice and meeting district-wide achievement goals. Principals and leadership teams are fully committed to expanding learning time to improve instructional practice and to bringing others – teachers, students, families, partners, and community members - into the process of redesigning and implementing district-wide achievement goals.

A response that meets the standard for this section will:

- Describe how additional professional development will be integrated into the redesigned day, and how professional development will support the school's effort to improve instruction.
- Describe how the redesigned school day and/or year will increase teachers' opportunities to collaborate, and how this differs from current practice.
- Describe how collaboration time will be used to strengthen instruction, and what collaboration will exist within grade level teams, subject teams, or other configurations.
- Describe how your school leaders will ensure that collaborative planning time is high-quality and consistent across teams.

4. Evidence-based programming and measurable success (10 points)

If approved for implementation, the district and school(s) will need to complete an ELT Performance Agreement that will set clear, measurable goals and performance benchmarks in the areas of academic achievement, enrichment programming, and teacher collaboration and professional development. The ongoing improvement of your school's implementation depends on the consistent collection and analysis of student progress throughout the year. To support this approach, all ELT schools are expected to use data cycles that include interim assessments, analysis of results and adjustments to instruction, curriculum, and student assignment. Schools will be required to track and analyze the performance of their students and factors that impact performance, including time allotted for teachers to collaborate and plan lessons. Moreover, extended learning time programs must be able to measure key indicators of success, such as passage and increased proficiency rates on statewide standardized assessments and increased attendance and promotion rates. Schools must commit to reporting performance data.

A response that meets the standard for this section will:

- Describe the interim assessments the school will use to monitor student progress throughout the school year, how often, which subject areas, and which grade levels.¹
- Describe how data (academic and non-academic) will be analyzed and used to inform decisions at the school and who will be responsible for the collection and analysis of the data.
- Describe how extended learning time will be used to implement frequent data cycles that involve a systemic approach to analyzing and responding to data to improve instruction. This should include at least 60 minutes of weekly collaboration for all core academic teachers to analyze and respond to data; school-wide protocols for analysis; and 4 to 6 interim, formative ELA and Math assessments yearly.
- If applicable, describe how partner organizations will align programming with identified school wide priorities by establishing clear expectations, roles, responsibilities, and outcomes.
- Use the chart below to outline the key indicators of success that will be used to evaluate the performance of the program. Chart may be single spaced.

Indicators of Success

Measurable Goal	Activities to Support this Goal	Performance Benchmark (Indicator of Success)

5. Resources are Aligned and Focused (20 points)

The school demonstrates clear evidence that it is making decisions around resource allocation (time, people, talent, energy and funding) that are aligned with the successful implementation of the ELT redesign and focused on meeting school-wide achievement goals. The applicant must complete the FS-10 budget form, including the original signature of the Chief School/Administrative Officer. Each school district must use the restricted indirect cost rate calculated and assigned by the State Education Department for 2013-2014. Fiscal forms can be found at: <http://www.oms.nysed.gov/cafe/forms/>

In extraordinary cases, SED may award a grant that exceeds the formula described in law. Any applicant requesting such an exception should detail their proposed funding calculation and justification in the narrative.

A response that meets the standard for this section will:

- Demonstrate that program expenditures are reasonable and are primarily targeted to the provision of direct services to students;
- Describe the system for tracking costs that are allocated specifically for the Extended Learning Time Initiative Grant program;
- If applicable, describe any partner agencies’ commitment of resources for the program, including, but not limited to, facilities, equipment, supplies and in-kind services;

¹ The district must support each ELT school to have a system of interim assessments in place so teacher teams can regularly analyze student performance and adjust instruction as necessary in core, intervention, and acceleration blocks. If a district-wide assessment is not already in place, then the district needs to support the development of a data-cycle approach in the ELT schools.

- Describe how federal, state and local funds will be combined or coordinated for the most effective use of public resources;
- Describe the purpose of the allocation of funds to each budget category of the FS-10 Budget Form and how Purchased Services are linked to the objectives and activities of the program.

A chart that displays the Annual Per Pupil Cost by District can be found at:

<http://www.p12.nysed.gov/sss/AnnualPerPupilCostbyDistrict.xls>

A budget calculator is available at: <http://www.p12.nysed.gov/sss/ExpandedLearningGrantCalculator.xls>

6. Implementation Planning Grant (if applicable) (0 points)

Applicants are eligible for additional funds, up to \$10,000, for implementation planning during January 1, 2014 – June 30, 2014.

If an applicant opts to utilize these additional available funds, the district must submit the supplemental information outlined below.

- Work plan that includes the following:
 - Describe the planning activities that will be completed by the district to prepare for implementation no later than the 2014-2015 school year
 - List the personnel that will be responsible for each activity;
 - Create a time line for completion of all activities included on the work plan.
- Budget
 - Complete the FS-10 budget form for the planning period of January 1, 2014 – June 30, 2014 for up to \$10,000;
 - Demonstrate that program expenditures are reasonable and are primarily targeted to the provision of planning for implementation of the ELT grant.

The FS-10 must bear the original signature of the Chief School/Administrative Officer. Fiscal forms can be found at: <http://www.oms.nysed.gov/cafe>

ATTACHMENT A – DATA PROFILE

Directions: Complete one form for each identified school.

Applicant District	
School Name	
School Address	

I. Current School Schedule/Student Enrollment – School Year 2013-2014

School Enrollment	
Grades Served	
Total Number of Hours/Year	
Total Number of Days/Year	
Number of Full School Days	
Number of Early Release Days	
Full School Day Start Time	
Full School Day End Time	
Early Release Day Start Time	
Early Release Day End Time	

II. Current Extended Hours, if applicable. Repeat this table if there are multiple programs in the school.

Type of Program (before/after-school; During school; Saturday; vacation week; summer)	
Days of Week in Operation	
Hours of Operation	
Number of Students Participating	
Grades Served	
Average Number of Hours/Student/Year	
Funding Sources	
External Partners (if applicable)	

III. Proposed Extended Hours, beyond current schedule. Repeat this table if there are multiple programs in the school.

Type of Program (before/after-school; during school hours; Saturday; vacation week; summer)	
Days of Week in Operation	
Number of Additional Hours of Operation Beyond Current Schedule	
Number of Students Participating	
Average Number of Hours/Student/Year	
Number of Children Under age 13 to be served	
External Partners (if applicable)	
School Age Child Care License Required (circle one)	N/A Site Currently registered Not yet obtained

ATTACHMENT B - SAMPLE PARTNERSHIP AGREEMENT

(If applicable)

This template is to assist you in the development of a customized Partnership Agreement. Below are specific responsibilities that must be included in the Agreement. Add additional clauses as necessary to customize and align the agreement with your proposed program. Failure to submit customized Partnership Agreement will be an indicator that the required collaboration did not occur.

Partnership Agreement

The _____ and _____
(Name of School) (Name(s) of Partnering Agencies)

The partnership agreement is comprised of three sections:

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

I. Joint Responsibilities of the School and Partnering Agencies

1. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, field trips, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.
2. Structure and facilitate meaningful communication between the school staff and community partners. Provide on-going opportunities for school staff and community partner staff to plan, coordinate, and integrate curricular areas of extended learning..
3. *Add additional clauses as necessary to describe additional project responsibilities shared by the school and partnering agency.*

II. Responsibilities of the Partnering Agencies

1. Communicate and provide information to the school about extended learning activities through regularly scheduled meetings.
2. Ensure that School-Age Child Care Registration, if required, is obtained for programs that will serve seven or more children under the age of 13 years.
3. Attend school staff meetings as determined by the school principal.
4. Work cooperatively with the research and evaluation component of the ELT program.
5. Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after-school program, and keeping the spaces used by the after-school program clean. Equipment will be inventoried and labeled.

6. Ensure that all applicable local and state requirements for staff clearances are met.
7. Develop protocol for emergency notification of parents and/or guardians.
8. Establish procedures for the safe-keeping and safe transport of children after program hours.
9. Ensure that there is staff on-site during program hours trained in first aid, CPR and medical emergencies.
10. Maintain appropriate insurance coverage, if required.
11. ***Add additional clauses as necessary to describe additional project responsibilities of the partnering agency.***

III. Responsibilities of the School

1. Assure the availability of clean spaces for partnering agencies' in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space, including adequate office space for program staff.
2. Supply adequate and appropriate storage space for partnering agencies' materials and equipment.
3. Facilitate the provision of full custodial services at no cost.
4. Identify and organize appropriate security for the ELT program.
5. ***Add additional clauses as necessary to describe additional project responsibilities of the school.***

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

(You may add more signatures as appropriate.)

Grantees' Responsibility

Projects must operate under the jurisdiction of the local board of education or board of trustees. The local board of education or board of trustees is responsible for the proper disbursement of, and accounting for, project funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation and 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 school district'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** at: <http://www.oms.nysed.gov/cafe/>

STATEMENT OF ASSURANCES

On behalf of the applicant agency, I hereby apply for a grant of State funds to provide educational activities and services as set forth in this application.

FURTHER: I hereby certify that the information contained in this application is correct and in total compliance with appropriate State laws and regulations.

I hereby certify that the requested budget amounts shown in the corresponding proposed budget for the operation of a state aided project (FS-10) are necessary and appropriate to the implementation of this project and do not supplant funds otherwise available.

I hereby certify that this agency agrees to comply with the following civil rights authorities, their implementing regulations and appropriate federal and State guidelines: Title IV of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

I hereby certify that this agency agrees to comply with the Grantee Requirements set forth in this request for proposal.

APPENDIX A
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A-1 G

Article I. General

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

Terminations

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

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.

- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

M/WBE Documents

Name of Grant Program: _____

Name of Applicant: _____

Calculation of M/WBE Goal
Amount budgeted for items
excluded from M/WBE
calculation

	<u>Budget Category</u>		<u>Totals</u>
1.	Total Year 1 Budget		
2.	Professional Salaries		
3.	Support Staff Salaries		
4.	Fringe Benefits		
5.	Indirect Costs		
6.	Sum of lines 2, 3 ,4 ,5		
7.	Line 1 minus Line 6		
8.	M/WBE Goal percentage (20%)		.20
9.	Line 7 multiplied by Line 8 =MWBE goal amount		

(whole dollar figures only)
2013 Prek Grant RFP

Applicant/ Name: _____

RFP #: GC13-021

M/WBE Purchases For Year One

Name of Vendor	Type	Type of Services or Supplies	Cost
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
Total Year 1 M/WBE Expenses			
Year 1 M/WBE Goal			
Total Year 1 M/WBE Costs divided by Total Year 1 M/WBE Goal(%)			

M/WBE COVER LETTER

Minority & Woman-Owned Business Enterprise Requirements

NAME OF GRANT PROGRAM _____

NAME OF APPLICANT/BIDDER _____

In accordance with the provisions of Article 15-A of the NYS Executive Law, 5 NYCRR Parts 140-144, 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 submitting responses to this procurement must complete this M/WBE Utilization Plan unless requesting a total waiver and submit it as part of their proposal. 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.

Bidder's Name _____
 Address _____
 City, State, Zip _____

Telephone: _____
 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 _____ <input type="checkbox"/> For Profit <input type="checkbox"/> Not -For-Profit		\$ _____
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified MBE _____ WBE _____ <input type="checkbox"/> For Profit <input type="checkbox"/> Not -For-Profit		\$ _____

PREPARED BY (Signature) _____ DATE _____

SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER'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 DISQUALIFICATION.

NAME AND TITLE OF PREPARER: _____
 (print or type)
 TELEPHONE/E-MAIL _____
 DATE _____
MWBE 100

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

**MWBE SUBCONTRACTORS AND SUPPLIERS
 NOTICE OF INTENT TO PARTICIPATE**

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

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

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

Name of M/WBE: _____ Federal ID No.: _____
Address: _____ Phone No.: _____
City, State, Zip Code _____ E-mail: _____

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

DESIGNATION: ___ MBE Subcontractor ___ WBE Subcontractor ___ MBE Supplier ___ WBE Supplier

PART C - CERTIFICATION STATUS (CHECK ONE):

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

THE UNDERSIGNED IS PREPARED TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER CONDITIONED UPON THE BIDDER'S EXECUTION OF A CONTRACT WITH THE NEW YORK STATE 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

EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN

Instructions on Page 2

Bidder Name: _____
 Address: _____
 City, State, ZIP: _____

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

Report includes:

Reporting Entity: _____

Work force to be utilized on this contract

Contractor

Contractor/Subcontractor's total work force

Subcontractor - Name: _____

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

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

DATE : _____

PREPARED BY (Signature): _____

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

TELEPHONE/EMAIL: _____

STAFFING PLAN INSTRUCTIONS

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

Instructions for Completing:

1. Enter the RFP number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Bidder'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 Designated Contact(s) for the solicitation if you have any questions.
6. Enter the name, title, phone number and/or 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.

5 NYCRR 142.8 CONTRACTOR'S GOOD FAITH EFFORTS

(a) The contractor must document its good faith efforts toward meeting certified minority- and women-owned business enterprise utilization plans by providing, at a minimum:

- (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.

(b) In addition to the information provided by the contractor in paragraph (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:

- (1) whether the contractor submitted an alternative utilization plan consistent with the subcontract or supplier opportunities in the contract;
- (2) the number of certified minority- and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
- (3) The actions taken by the contractor to contact and assess the ability of certified minority- and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
- (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified minority- and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
- (5) the terms and conditions of any subcontract or provision of suppliers offered to certified minority- or women-owned business enterprises and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
- (6) whether the contractor offered to make up any inability to comply with the certified minority- and women-owned business enterprises goals in the subject State contract in other State contracts being performed or awarded to the contractor; and
- (7) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

M/WBE CONTRACTOR GOOD FAITH EFFORTS CERTIFICATION

(FORM 105)

PROJECT/CONTRACT # _____

I, _____

(Contractor/Vendor)

_____ 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'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>BUDGET REASON</u>	<u>ESTIMATED</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



FINANCIAL ADMINISTRATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Bureau of Financial Administration - Office of Fiscal Management

REQUEST FOR WAIVER FORM

BIDDER/CONTRACTOR NAME:	TELEPHONE:
ADDRESS:	EMAIL:
CITY, STATE, ZIPCODE:	FEDERAL ID NO.:
	RFP#/CONTRACT NO.:

INSTRUCTIONS: By submitting this form and the required information, the bidder/contractor 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/CONTRACTOR IS REQUESTING (check all that apply):

MBE Waiver - A waiver of the MBE goal for this grant is requested.
 Total Partial _____%

WBE Waiver - A waiver of the WBE goal for this grant is requested.
 Total Partial _____%

Waiver Pending ESD Certification

(check here if subcontractor or supplier is not certified M/WBE, but an application for certification has been filed with Empire State Development)

Subcontractor/Supplier Name: _____ Date of application filing: _____

PREPARED BY (Signature): _____ DATE: _____

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

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

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

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

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

NOTE: Unless a Total Waiver has been granted, Bidder/Contractor 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.