



SUNY Charter Schools Institute

NEW YORK STATE CHARTER SCHOOLS STIMULUS FUND GRANTS

Application for Facility Grant

Request for Proposal T002861

August 18, 2015

All New York State charter schools that meet the application criteria are eligible to reply to this Request for Proposal ("RFP"), regardless of authorizer. Specifically, the State University of New York ("SUNY") will accept applications in response to this RFP from qualified charter schools authorized by SUNY, the Chancellor of the New York City School District, the New York State Board of Regents (the "Board of Regents")/New York State Education Department and the Buffalo Board of Education for expenses associated with the acquisition, renovation or construction, and financing of certain charter school facilities not located in free public space. Discussed in this RFP are the criteria for grant eligibility and qualifications for BONUS points.

**STATE UNIVERSITY OF NEW YORK
SYSTEM ADMINISTRATION
STATE UNIVERSITY PLAZA, ALBANY, NY 12246**

REQUEST FOR PROPOSAL

<u>Proposal Number</u> T002861	<u>Dated</u> August 18, 2015	
<u>Description</u> NYS Charter Schools Stimulus Fund Grants <i>Facility Financing Grant Maximum: \$200,000</i>	<u>Contract Period</u> July 1, 2015 through July 31, 2016	
<u>Due Date and Time (EST)</u> September 18, 2015 3:00 pm	<u>Location of Grantor</u> State University of New York Charter Schools Institute 41 State Street, Suite 700 Albany, New York 12207	
<u>Designated Contact(s)</u> Barbara Acenowr Managing Director for Operations and Finance SUNY Charter Schools Institute Barbara.Acenowr@suny.edu Jordan Lohre Business Operations & Procurement, S112 State University of New York State University Plaza 353 Broadway Albany, NY 12246 Jordan.Lohre@suny.edu	<u>Package Contains</u> Part 1: General Information Standard Contract Clauses Exhibit A, Standard Contract Clauses Exhibit A-1, Affirmative Action Clauses Part 2: Program Description and Instructions Cover Page and Project Narrative Scoring Rubric Budget Forms Grant Management & Payment Instructions Attachment 1	Pages 2-7 Pages 8-10 Pages 11-17 Pages 18-23 Pages 24-28 Pages 29-31 Pages 32-39 Pages 40-41 Pages 42-44

PART 1: GENERAL STANDARD INFORMATION AND INSTRUCTIONS

A. Grant Proposal Submission

When submitting a grant proposal, you must:

1. Prepare a well written document that clearly addresses each section. Follow the directions and requirements outlined in this RFP and attach all required information, and, if necessary, attach supporting documentation.
2. **Sign the grant proposal.** By signing you indicate full knowledge and acceptance of this RFP including Exhibits A, A-1 and all other Exhibits. The proposal must be completed in the corporate name of the Proposer (charter school education corporation), and must be fully and properly executed by a person duly authorized by the charter school education corporation, which will enter into a contract with SUNY. (Note that Proposers are sometimes referred to herein as "Contractors," "Grantees" or "Vendors.")

3. **Submit three (3) complete grant proposals, one (1) of which must have original signatures.** Proposals should be sealed and submitted as specified and delivered no later than the deadline below. Address proposals to:

Jordan Lohre
Business Operations & Procurement, S112
State University of New York
State University Plaza
353 Broadway
Albany, New York 12246.

Due Date and Time (EST)

September 18, 2015, 3:00 pm

4. Proposals should be assembled in the following order:
1. Cover sheet;
 2. Statement of Assurances;
 3. Narrative including budget pages; and,
 4. Attachments or supporting documentation that is clearly numbered and referenced in the narrative.
5. **Each eligible school may apply for only ONE (1) grant.** An education corporation authorized to operate more than one charter school may submit a SEPARATE application for each eligible school it is permitted to operate. Proposals must be received in the Office of Business Operations & Procurement by the due date and time. Applicants mailing proposals must allow sufficient time to ensure guaranteed delivery of proposals by the date and time specified. Electronically transmitted proposals will **not** be accepted.

B. Affirmative Action Policy

To the extent required by Article 15 of the New York Executive Law (also known as the Human Rights Law) and all other New York State ("State") and Federal statutory and constitutional non-discrimination provisions, Contractors shall not discriminate against any employee or applicant for employment, because of race, creed, color, gender, national origin, sexual orientation, age, disability, genetic predisposition or carrier status or marital status.

Contractors further agree that they 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation, and selections for training or retraining.

In keeping with this policy, SUNY mandates compliance internally and for all organizations with which it conducts business. The determination of contract award will include a review of evidence supplied by each Proposer regarding compliance with the State's Affirmative Action policy. Accordingly, a Proposer's proposal must include its organization's affirmative action policy, and agree that all presentations and materials will be free from such biases.

C. Proposal Confidentiality

All proposals submitted for the SUNY's consideration will be subject to the State's Freedom of Information Law ("FOIL") (Article 6 of the New York Public Officers Law). Any resulting contract is also subject to disclosure under FOIL. Communications with potential Grantees regarding the RFP or a potential contract or contract may also be subject to disclosure under the State's Project Sunlight Policy developed pursuant to the Public Integrity Reform Act of 2011 (Ch. 399, Part A. § 4, L. 2011). Therefore, if a Proposer believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested pursuant to FOIL, the Proposer shall submit with its proposal a separate letter addressed to: *Geraldine Gauthier, Records Access Officer, State University of New York, State University Plaza, Albany, New York 12246*, specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter with its proposal identifying trade secrets will constitute a waiver by the Proposer of any rights it may have under Public Officers Law § 89(5) relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Proposer may be subject to disclosure by SUNY or if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

D. Minority and Women-owned Business Enterprises

See **Attachment 1**.

E. Requirements of New York State's Recycling Program

In accordance with the provisions of New York State Finance Law § 165(3), SUNY is required to purchase recycled products, if available, made with recycled content in accordance with rules and regulations established by the New York State Department of Environmental Conservation pursuant to that agency's Recycling Emblems Program. If the cost of a recycled product does not exceed the cost of a product made without recycled content by ten (10) percent (or by 15 percent if over 50 percent) of the recycled materials are generated from the State waste stream), the recycled product must be purchased.

F. Omnibus Procurement Act of 1992

It is the policy of the State to maximize opportunities for the participation of State business enterprises including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of State subcontractors and suppliers and a directory of minority and women-owned business enterprises is available from:

Empire State Development
Division of Minority and Women Business Development
30 South Pearl St.
Albany, NY 12245
Phone: 1-800-782-8369
www.esd.ny.gov/MWBE.html.

G. Information Security Breach and Notification Act

Contractor shall comply with the provisions of the State Information Security Breach and Notification Act (New York General Business Law § 899-aa and New York State Technology Law § 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

H. Vendor Debriefing

Upon notification of the selection and award of a contract, unsuccessful Vendors are entitled to, and shall receive, upon request, a debriefing of the results of their response to this RFP.

I. Prohibition against Assignment

Except with the assignment of its right to receive payment subject to Article 5-A of the State Finance Law, the Vendor selected to perform the services herein will be prohibited from assigning, transferring, conveying or disposing its rights, title or interest in the contract to be awarded without the prior written consent of SUNY. Provided however that SUNY may with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of the contract if the Vendor verifies to SUNY that the assignment, transfer, conveyance, sublease or other disposition is due to, but not necessarily limited to, a reorganization, merger or consolidation of its business or enterprise. SUNY retains the right, as provided in State Finance Law § 138 to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract by the Vendor.

J. Additional Terms and/or Conditions

1. The following items will be incorporated into, and made part of, the formal Grant Award Agreement (the "Agreement" or "Contract"): (1) SUNY's RFP; (2) your Successful Grant Proposal; (3) Exhibit A, Standard Contract Clauses; and, (4) Exhibit A-1, Affirmative Action Clauses.
2. In the event of any inconsistency in or conflict among the document elements of the Agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) the Agreement; (3) this RFP; and, (4) the Successful Grant Proposal.
3. Any terms that are attached or referenced with a submission shall not be considered part of the proposal, but shall be deemed included for informational purposes only.
4. The resulting Agreement shall be binding upon its execution by both parties and, if required by State law, upon the approval of the New York Attorney General and Office of State Comptroller.
5. The Agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required by State law, approved by the New York Attorney General and Office of State Comptroller.
6. The relationship of the Successful Proposer to SUNY shall be that of independent prime contractor.
7. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
8. Proposed prices should reflect all discounts including educational discounts, and should not include sales tax.
9. In the event Successful Proposer uses partners, subcontracts or subcontractors, the Successful Proposer will remain responsible for compliance with all specifications and performance of all obligations under the Contract resulting from this RFP. For the resulting Agreement, the Successful Proposer will be the prime contractor.
10. The submission of a proposal constitutes a binding offer to perform and provide said services. Such binding

offer shall be firm and not revocable for a period of 120 days after the deadline for Proposal submission and will continue thereafter until the Successful Proposer notifies SUNY otherwise, in writing. Such deadline may be further extended by mutual agreement.

11. SUNY will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or materials submitted in response to this RFP.
12. This RFP and the resulting Contract shall be governed by the Laws of the State of New York.
13. Public announcements or news releases regarding this RFP or any subsequent award of a contract must not be made by any Proposer without the prior written approval of SUNY.
14. The Successful Proposer is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and states where the services are provided, and all other laws applicable to the performance of the resulting Contract. The Successful Proposer shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration (OSHA).
15. In the event the Successful Proposer is required to be reimbursed for travel, Proposer shall be reimbursed at lesser of actual costs or the Internal Revenue Service mileage reimbursement rate, or the applicable federal domestic per diem amounts in effect at the time the travel occurs. Per diem rates are available at: www.gsa.gov/portal/category/100120.
16. Indemnification - The Successful Proposer shall hold harmless and indemnify SUNY and the State, their officers and employees from and against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) the Agreement, and (b) the acts, omissions, liabilities, or obligations of the Successful Proposer, any affiliate, or any person or entity engaged by the Successful Proposer as an expert, consultant, independent contractor, subcontractor, employee or agent.
17. Liability - The Successful Proposer will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting Agreement or the performance thereof by the Successful Proposer will impose any liability or duty whatsoever on SUNY or the State including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

K. SUNY reserves the right to:

1. Reject any and all proposals received in response to this RFP and/or make no award.
2. Contact the Proposer's authorizer to confirm that the school is of good standing as defined herein.
3. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
4. Request references and to contact any or all references.
5. Waive requirements or amend this RFP upon notification to all proposers. Mandatory requirements may be eliminated if unmet by all proposers.

6. Adjust or correct cost or cost figures with the concurrence of the Proposer if mathematical or typographical errors exist.
7. Negotiate with Proposers responding to this RFP within the requirements necessary to serve the best interests of SUNY.
8. Begin contract negotiations with another Proposer in order to serve the best interests of SUNY, should SUNY be unsuccessful in negotiating a contract with the Successful Proposer within an acceptable time frame.
9. Reject any or all portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions. SUNY may also make partial awards if sufficient funds are not available for full awards.
10. Request clarifications from Proposers for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Proposers determined to be susceptible to being selected for contract award, prior to award.
11. Advise Vendor of an objectionable employee(s).
12. Terminate Agreement with thirty (30) days written notice for: (i) unavailability of funds; (ii) cause; (iii) convenience; or, (iv) in the event that the Proposer does not comply with any applicable New York State law or requirements.
13. Waive minor irregularities.

Standard Contract Clauses

State University of New York

February 11, 2014

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "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. PROHIBITION AGAINST ASSIGNMENT
Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. COMPTROLLER'S APPROVAL. (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount

to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. 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.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

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, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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 SUNY of any SUNY-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 on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief 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 it to SUNY a non-collusive bidding certification on Contractor's behalf.

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this

contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies 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, 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 SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or 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 the State University of New York 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 SUNY 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 SUNY 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.**

(a) 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:

(1) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, 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

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", 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 sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 Exhibit A, the terms of this Exhibit 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 State Finance Law §165 (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 Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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 Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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(5) of the 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
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 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
Tel: 212-803-2414
email: mwbcertification@esd.ny.gov;
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

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 SUNY;

(b) The Contractor has complied with the Federal Equal Employment 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 Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, 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, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on: (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. 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.

26. 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 SUNY 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 SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

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

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

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

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

1. DEFINITIONS. The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract," shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an 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.

SUBCONTRACT herein referred to as "Subcontract," shall mean any agreement for a total expenditure in excess of \$25,000 providing for

services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is undertaken or assumed by a business enterprise not controlled by the prime contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE," shall mean a business enterprise including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and, (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned

business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as "MBE," shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to

subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE OR BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the New York Division of Minority & Women Business Development ("DMWBD") for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. TERMS. The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that

minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and 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; (ii) 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; (iii) At the request of the University 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, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Form 108 - Staffing Plan
To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(e) Form 112 - Workforce Employment Utilization Report ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the University of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce.

When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

(f) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(g) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic

background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(h) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(i) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(j) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(k) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting

agencies shall make such information available to Contractors

3. BUSINESS ENTERPRISE INFORMATION. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is a joint venture, teaming agreement, or other similar arrangement that includes a minority-and women owned business enterprise, the Contractor must submit for review and approval: (i) the name, address, telephone number and federal identification of each partner or party to the agreement; (ii) the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; (iii) a copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; and (iv) a copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar

arrangement.

4. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN.

The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of

employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

5. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.

Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, 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 publications of such

advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

6. MWBE UTILIZATION PLAN.

(a) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan

prior to the execution of the contract.

(b) MWBE Utilization Plan (Form 7557-107).

Contractors are required to submit a Utilization Plan on Form 7557-107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;
- iii. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and

(c) Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the SUNY University-wide MWBE Program Office.

(d) The University will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include the:

- i. list of NYS Certified minority- and women-

owned business enterprises which the Contractor intends to use to perform the State contract;

- ii. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;
- iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
- iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

(e) The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the University a written remedy in response to the notice of deficiency.

- i. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by the University-wide MWBE Program Office.
- ii. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(f) The University may disqualify a Contractor as being non-responsive under the following

circumstances:

- i. If a Contractor fails to submit a MWBE Utilization Plan;
- ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
- iii. If a Contractor fails to submit a request for waiver; or
- iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.

(g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the University shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

7. WAIVERS.

(a) For Waiver Requests Contractor should use (Form 7557-114) – Waiver Request.

(b) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete the University shall evaluate the request and issue a written notice of acceptance or denial within twenty

(20) days of receipt.

(c) If University, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the University may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

8. QUARTERLY MWBE CONTRACTOR COMPLIANCE REPORT. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form 7557-114) to the University by the 5th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

9. GOALS.

(a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment

of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION. For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of _____ percent (____%) for Certified Minority-Owned Business Enterprises and _____ percent (____%) for Certified Women-Owned Business Enterprises.

10. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University

determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, remedies or enforcement proceedings as allowed by the Contract.

11. DAMAGES FOR NON COMPLIANCE. Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to the University. Such liquidated damages shall be calculated as an amount equaling the difference between:

(a) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

(b) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and

such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

PROGRAM DESCRIPTION

Charter Schools Stimulus Fund Grants

The SUNY Charter Schools Institute (the “Institute”), acting for the State University of New York Board of Trustees (the “SUNY Trustees”), is authorized to accept proposals for grants connected with charter schools facility funding. This grants program, which is funded through State funds, is described in detail below.

I. BACKGROUND

Pursuant to 2015-16 State budget appropriation, SUNY, in accordance with State Finance Law § 97-sss, may receive funding for the development, implementation, and operation of charter schools. \$3.1 million of these grants, known as Charter Schools Stimulus Fund (“SSF”) grants, should be available to the SUNY Trustees to award to eligible charter school applicants regardless of authorizer.

This SSF grant program, through this RFP, calls for proposals that focus on facility construction, renovation, financing, leasehold improvements, and other facility related expenses. For new schools, the federal Charter School Program Grant provides \$500,000 to \$750,000 for schools to spend on start up and technology costs. *The SSF grant program therefore provides the only source of public grant funding available for New York charter schools that can be used for facilities projects.* Only schools that own their facilities, seek to purchase facilities, or have a signed lease for facilities for at least three (3) years from the end of the grant period are eligible to apply.

A school that has been awarded more than \$250,000 of total SSF funds at any time prior to this RFP is NOT eligible to apply. (Please check the Institute’s website at www.newyorkcharters.org/operate/grant-opportunities/new-york-state-stimulus-fund-grants/ for the list of schools that have been awarded more than \$250,000 in total SSF funds.)

A school that is located or co-located in a district school or other public building, or private space selected by a school district, that does not pay rent at or above fair market value is NOT eligible to apply unless the grant funds will be used to relocate into a private facility or a public facility where fair market value rent will be paid.

II. PERMISSIBLE USES

The Institute acknowledges that facilities options for charter schools are limited, and therefore proposes to use the available grant funds to pay for facility and costs associated with the acquisition, renovation, financing or construction of school facilities with certain restrictions on leasehold improvements. As set forth below, a school that leases a facility but has not executed a lease or memorandum of understanding (“MOU”) that extends at least three (3) years beyond the end of the grant period will not be an eligible applicant. Therefore,

any leasehold improvement projects proposed by schools that do not meet the foregoing criteria will not constitute permissible uses of funds.

Facilities projects in New York City district school space or other public or private space where the charter school does not pay rent are not permissible projects.

Please note: NYC schools receiving additional charter school basic tuition due to a favorable appeal of the school district's offer or failure to offer a co-location site are eligible to apply.

Examples of appropriate expenses that a Facility Grant can cover include:

- Use of funds to obtain or improve financing terms related to an identified facilities project;
- Construction and/or renovations of an school-owned facility including electrical and information technology (IT) wiring installation;
- Leasehold improvements of a leased school facility where the school has an executed lease or MOU for at least a three (3) year term beyond July 31, 2016 (the grant period);
- Renovation of a facility (owned by the school or utilized under a lease or MOU that extends for three (3) years beyond the grant period) to alter the design and/or floor plan to meet the programmatic requirements of the charter school, or to conform to State Education Department or state or local building codes, or for compliance with the Americans with Disabilities Act;
- Down-payment or part of a down-payment on the purchase of a facility;
- "Soft" facility expenses such as architectural fees, environmental surveys etc. (for a facility owned by the school or utilized under a lease or MOU that extends for three (3) years beyond the grant period);
- Installation of new windows, security systems, etc.; and,
- Asbestos abatement or Brownfield remediation.

III. BONUS POINTS

To aid in prioritizing the award of grants, a school can receive up to 10 additional "Bonus Points" if the money will be used for a preferential purpose:

1. A school is entitled to five (5) bonus points if it meets either of the following: the school is an academically high performing charter school or it is a new charter school that has demonstrated "Significantly Compelling" and "Compelling" need (as described in the Rating Guidelines, below) for the facility project(s).
2. A school is entitled to five (5) bonus points if it meets either of the following: (A) the proposed facility project(s) is related to performing or visual arts; or, (B) the school is initiating an arts program and has provided a "Significantly Compelling" or "Compelling"

rationale that receipt of SSF facility funds will enhance the school's performing or visual arts offerings. Schools seeking the five (5) bonus points must provide a compelling description of the performing or visual arts program the school will initiate in school year 2015-16 and describe how the arts program will enhance the school's educational program. Schools that benefit from this bonus points will be required to provide SUNY evidence of the accomplishments and/or impact of the arts program at the conclusion of the SSF grant period.

IV. ELIGIBLE APPLICANTS

Charter school education corporations authorized by SUNY, the Chancellor of the New York City School District, the Board of Regents/New York State Education Department and the Buffalo Board of Education are eligible to apply on behalf of individual schools they operate.

Restrictions:

- Schools that have been awarded more than \$250,000 of SSF funds at any time prior to this RFP are NOT eligible to apply. (Check the Institute's website for a list of schools that have been awarded more than \$250,000 of SSF grants.) Charter school education corporations may have been awarded more than \$250,000, but may not exceed that figure for any one school.
- Schools that are located or will be located in district school space or other public or private space for which their education corporations do not pay or will not pay rent are NOT eligible to apply.
- If a proposal includes or describes any activity that is illegal or not permitted by the New York Charter Schools Act of 1998 (as amended), the entire proposal may be excluded.
- At the time that the proposal is due, or when the Contract is executed, or prior to the grant distribution, an eligible school cannot be:
 - a) on probation or subject to charter revocation or charter non-renewal;
 - b) in violation of a corrective plan;
 - c) on a corrective plan related to student performance;
 - d) currently designated as a Priority School or a Focus School according to the New York State Education Department's School Accountability Report under the federal Elementary and Secondary Education Act waiver ("ESEA Waiver") (and/or No Child Left Behind Act of 2001 (as amended "NCLB")); or,
 - e) planning to or required to cease operations at the end of the 2015-16 school year or during the Program Period.
- Applicants must hold a charter or authority to operate an additional school by the final date for submission.

The Institute reserves the right to contact a school's authorizer, landlord or other persons or entities to confirm information in the application.

Additional Requirements:

- Only schools located in private space, public space paying rent or to be located in facility space owned by the school or utilized under a lease or MOU that extends three (3) years beyond the end of this grant period are eligible to apply. Such schools located in or that will be located in leased space must include a copy of the lease agreement or MOU with the application as evidence that the school will remain in the referenced space for a minimum of three (3) years after the date of the end of the grant period (through July 31, 2019).
- Schools that have received the additional five (5) bonus points related to the arts program will be required to submit, together with their final grant expenditure narrative, a visual representation (preferably via electronic media) of how the arts program impacted or enrich the school's academic program.

V. ESTIMATED AWARD AMOUNTS

These estimates are projections for the guidance of potential applicants and are not guarantees of award amounts or the number of grant awards to be made. Proposals for amounts in excess of the maximum amount will be treated as requests for the maximum amount available. **Note: Charter school education corporations may ONLY apply for ONE (1) grant for each school they are entitled to operate.**

Grants are available in amounts up to **\$200,000, which would provide for the award of approximately 15 grants.**

VI. PROGRAM PERIOD

The program period will be July 1, 2015 through July 31, 2016. SUNY anticipates that awards will be approved by the SUNY Trustees' Charter Schools Committee as part of the October, 2015 (or subsequent), Committee meeting schedule.

Please note that all billings must be received by the Institute no later than August 15, 2016.

VII. METHOD OF AWARD

Completed proposals for SSF Grants will be reviewed by a Grant Review Panel, which include Institute staff and may include consultants with charter school experience. Each proposal will be scored on a 100-point scale as outlined in the Project Narrative. An additional 10 bonus points can be awarded to an applicant, if it meets the criteria described in this RFP. The Grant

Review Panel, at its discretion, may recommend less than the amount requested based upon its review of the proposal and the availability of funds. All recommendations made by a Grant Review Panel are subject to approval by the SUNY Trustees or its designee.

Applications will be scored and ranked by order of total score. The highest ranked application will be funded in full. All other subsequent applications rated in a descending order but which have a combined score of over 75 will be funded until all the funds allocated for this RFP are completely exhausted. If two or more applications are tied, SUNY reserves the right to prioritize the allocation of awards in whole or in part by considering other factors including, but not limited to, the Grantee's prior receipt of SSF grants in previous years or other pertinent information that may be relevant to make such determination. To assist applicants in submitting a clear and compelling proposal, the reviewer scoring rubrics are attached to this RFP.

If funds are still available after all full awards are made, SUNY reserves the right to award them to the next highest scoring application regardless of total score or carry them over to another grant cycle. SUNY also reserves the right to award partial awards, and to reduce the combined score threshold if an insufficient number of proposals meet the criteria.

Submission of a grant proposal does not guarantee a full or partial award. Decisions concerning whether a grant is awarded, or the amount of the grant, are final and not subject to appeal or review.

VIII. POST AWARD PROCEDURES

Grants awarded by SUNY under provisions of this RFP will be administered by SUNY System Administration. Grantees will be required to comply with all mandated New York State fiscal and administrative requirements.

In order to receive funding, a formal contract Agreement outlining program and fiscal responsibilities and obligations will be executed between the Grantee and SUNY.

Grantees may request up to a 20% advance payment upon the execution of the contract Agreement and must send the Institute invoices for the balance of the grant and account for any funds advanced to the Grantee. Grantees will be required to submit detailed fiscal records and render invoices with cancelled checks, demonstrating how all grant funds were used. All grant funds must be accounted for by the termination of the award period. Financial and program activities conducted by Grantees are subject to audit by SUNY or its designee, and may be subject to audit by the Office of the State Comptroller.

INSTRUCTIONS FOR APPLYING FOR SSF GRANTS

1. All grant applicants must address and fully answer Project Narrative Items in the SSF Grant Proposal Form and adhere to all requirements described in this RFP.
2. All applicants must complete and attach a proposed budget in the form provided in this grant proposal kit. An Excel™ version of the budget forms can be found on the Institute's website at: www.newyorkcharters.org/operate/grant-opportunities/new-york-state-stimulus-fund-grants/. Each proposed expenditure must be listed with the required description in the appropriate category provided. Applicants requiring additional room may attach blank pages to this form following the same format. Where a budget indicates the intent to hire a consultant, the resume or brochure for such consultant must be attached. Each budget item identified in the budget should be more fully described in the Project Narrative.
3. All grant applicants must sign and have notarized the statement of assurance. A member of the board of trustees of the education corporation or an officer of the education corporation with proper authority can sign on behalf of the education corporation. A charter management organization or educational management organization employee may not sign the assurance.
4. A complete proposal must contain the following in the order set forth below:
 - ✓ the cover page;
 - ✓ the signed and notarized statement of assurances;
 - ✓ the project narrative that is within the maximum page requirements;
 - ✓ the budget forms in the RFP; and,
 - ✓ relevant attachments (clearly numbered and referenced in the narrative).
5. Three (3) total copies: one (1) original and two (2) copies of the proposal should be submitted to:

Jordan Lohre
Business Operations & Procurement
SUNY Systems Administration
State University Plaza
353 Broadway
Albany, New York 12246.

6. Date and Time Deadline: September 18, 2015, 3:00 pm

Proposals must be received in the Office of Business Operations & Procurement by the due date and time. Applicants mailing proposals must allow sufficient time to ensure guaranteed delivery of proposals by the date and time specified. Electronically transmitted proposals will **not** be accepted.



COVER PAGE

DUE: September 18, 2015, 3:00 pm

CHARTER SCHOOL

Name:	
Address:	
School District or Community School District of Charter School Location:	
2014-15 School Year Actual	
Total Enrollment:	Grades Served:
2015-16 School Year Anticipated	
Total Enrollment:	Grades Served:

CHARTER SCHOOL EDUCATION CORPORATION

Name (if different):
Address (if different):
Federal Tax ID:

CHARTER SCHOOL AUTHORIZER

Name:

SSF GRANT REQUEST

Amount:

GRANT APPLICATION CONTACT INFORMATION:

Please provide the Institute with contact information for an individual who can provide answers to any questions that may arise during the application review process.

Contact Person

Name:
Title:
Telephone Number:
Email Address:

CHARTER SCHOOLS STIMULUS FUND

GRANT PROPOSAL

STATEMENT OF ASSURANCES

(Duplicate as needed)

I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the entity named below has authorized me as its representative. 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, rules and regulations, application guidelines and instructions.

The undersigned also certifies that at the time that the RFP is due, if the school has opened, that the school is:

- a) not on probation or subject to charter revocation or charter non-renewal;
- b) not in violation of a corrective plan;
- c) not on a corrective plan related to student performance;
- d) not currently designated a Priority School or a Focus School according to the New York State Education Department’s School Accountability Report under the federal ESEA Waiver or NCLB;
or,
- e) not planning to or required to cease operations at the end of the 2015-16 school year or during the Program Period.

The undersigned fully understands that if any of the information contained herein is found to be untrue, inaccurate or deliberately misrepresented, or if the charter school education corporation fails to adhere to any of these assurances, that may be grounds for the termination of this grant award and/or the immediate re-payment of any monies that may have been awarded. The undersigned further understands that if the school’s status changes during the grant term, and the school would be ineligible to receive a grant under the terms of the RFP, the current grant may be terminated and expenses declined thereafter.

APPLICANT(S) REPRESENTING A CHARTER SCHOOL EDUCATION CORPORATION:

Name of Charter School	Name of Charter School Education Corporation (If Different)
Applicant: Print/Type Name and Title	Applicant: Signature
Sworn to me this ____ day of _____ 201__	
_____ Notary Public	

**CHARTER SCHOOLS STIMULUS FUND GRANT PROPOSAL
FACILITY GRANT
(Up to 110 Points Available)**

Due: September 18, 2015, 3:00 pm

PROJECT NARRATIVE

All Applicants for a Facility Grant MUST address the following items.

Brief abstract describing the overall project(s) (No points).

Please summarize the school's proposal in **one or two sentences**. This summary will be used by Institute staff to describe the school's proposal to interested parties.

1. Need for the Project(s) – maximum 3 pages, plus up to 2 pages for the Bonus (40 points).

A. Identified Need(s) (10 points)

The proposal should provide a detailed description of the need(s) to be addressed by the project(s), their magnitude or severity and how the project(s) is expected to successfully address the identified need(s).

B. Need(s) Assessment (10 points)

The proposal discusses the need(s) assessments process the school conducted to identify particular need(s). Included is both the qualitative and quantitative information that support the need(s) for the project(s).

C. Lasting Impact (10 points)

The proposal includes evidence that the need(s) for these project(s) will strengthen the school's ability to remain in the facility long term and will have a lasting impact on the school and its students.

D. Bonus (up to 10 points)

Bonus 1 – A school is entitled to 5 bonus points if it meets either of the following:

- a. the school is an academically high performing charter school; or,
- b. it is a new charter school that has demonstrated "Significantly Compelling" and "Compelling" need for the facility project(s) (A, B, C above).

A school is considered academically high performing if it meets one of the following:

- a. for schools providing instructions in grades K-2 and/or in any of the grades 3-12 but has not yet generated any State assessment data in English language arts ("ELA") or mathematics, the school must provide evidence that its students have made progress with respect to the achievement measures or goals set forth in its charter and has established an environment of high expectations for students and faculty. (This could include internal or nationally-normed student assessment results that would indicate measurable progress and preparation for career or succeeding grade levels);

- b. for schools providing instructions in grades 3-8, the school's Effect Size must be equal to or greater than 0.3 in both ELA and mathematics for all tested students in the 2013-14 school year according to the Institute's Effect Size regression analysis. (A 2013-14 Effect Size calculator is available on the Institute's website at: newyorkcharters.org/parentPerformance.htm. Schools can use the calculator to generate Effect Sizes in ELA and math to determine eligibility for these bonus points);
- c. for schools providing instructions in grades 9-12, the school's aggregate Performance Index (PI) must meet or exceed the applicable Annual Measureable Objective ("AMO") (not the Effective AMO or "EAMO") in both ELA and mathematics for all tested students in the 2010 accountability cohort under the State's NCLB accountability system; or,
- d. for schools providing instruction in grades 3-8 *and* grades 9-12, the school's Effect Size must be greater than or equal to 0.3 in both ELA and math for grades 3-8 *and* must meet or exceed the AMO for grades 9-12.

Bonus 2 – A school is entitled to five (5) bonus points if it meets either of the following:

- a. the proposed facility project(s) is related to performing or visual arts; or,
- b. included as an attachment to the SSF facilities proposal is a description of a new performing or visual arts program the education corporation will initiate beginning in the 2015-16 school year.

SSF grant funds are not to be used for the arts program. However, applicants that include a "Significantly Compelling" or "Compelling" description of a new performing or visual arts program, its goals, timeline, staffing, materials and budget information that shows how the school will use a new arts program to enhance academic performance, how the arts program will continue to enhance educational offerings in future, and how receipt of SSF funds will allow the education corporation to devote funds to the arts will be eligible for the preference points in the scoring rubric.

Schools that have received the five (5) bonus points related to the arts program will be required to submit, together with their final grant expenditure narrative, a visual representation (preferably via electronic media) of how the art-related facility grant impacted or enhanced the school's educational program.

2. Project(s) Design – maximum 3 pages (25 points)

A. Goals & Objectives (10 points)

The proposal provides and details specific and measurable outcome-based goals and objectives for the project(s). The proposal will also explain how these goals and objectives are tied to and would fulfill the identified need(s) described in section 1 above.

B. Expected Outcomes (10 points)

Proposal provides the results and benefits of each goal. Justification is provided why the goals and objectives in 2A are the best solutions to meet the need(s) of the school.

C. Project(s) Evaluation (5 points)

Proposal details specific evaluation methods that will be used while the project(s) is/are being

performed and demonstrates how these grant funds will strengthen successful elements of the school's academic program and/or mission.

3. Project(s) Activities – maximum 3 pages (25 points)

A. Project(s) / Work and Implementation Plans (10 points)

Proposal describes in detail specific project(s) activities and ties the activities to the goals and objectives and need(s) of the school. The plan demonstrates the school has carefully and realistically planned the implementation of the project and included plans for contingencies and additional financing.

B. Capacity / Structural Feasibility (10 points)

Proposal details the individual(s) responsible for overseeing the completion of each phase of the project(s) and demonstrates the school has the capacity to take on such project(s) and staffing is feasible.

C. Project(s) Timeline (5 points)

Proposal includes a step-by-step description of project(s) phases and a proposed date of completion for each phase. The timeline should conform to the requirement that grant funds must be expended within the grant period, as well as take into account typical delays.

4. Project(s) Budget – maximum 3 pages (not including budget forms) (20 points)

D. Fiscal Reasonableness (5 points)

Proposal includes evidence that the school has performed due diligence to ensure a cost-effective expenditure of grant funds and that the project(s) will be conducted in an economically efficient manner.

E. Fiscal Feasibility (5 points)

Proposal demonstrates that the project(s) is financially feasible by including evidence that additional financing (if needed) has already been secured and that by engaging in the proposed project(s) the school will not put its financial health in peril. Proposal should address the likelihood of project(s) success.

F. Budget Narrative (5 points)

Proposal includes a complete budget for the proposed project(s) and fully justifies the budget by describing how budget items will contribute to the project(s).

G. Itemized Budget (5 points)

Proposal utilizes the itemized budget template in the RFP to fully detail the project(s) budget and project(s) assumptions.

Attach any supporting documents for the above items, such as, a copy of the lease, agreement of sale or deed showing ownership of property (whichever is applicable) and copies of an appraisal and environmental audit, if available. Each supporting document should be numbered and referenced by number in the application.

2015-16 STATE STIMULUS FUND GRANT - SCORING RUBRIC

Select school to review on "Review Summary" tab.

Reviewer: Enter name on "Review Summary" tab.
 Type Of Grant: Facility
 Amount Requested: \$0.00
 TOTAL SCORE: Scoring Not Completed

RATING GUIDELINES

Significantly Compelling	- Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed ideas.
Compelling	- 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.
Mildly Compelling	- Unclear and non-specific. Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail.
Not Compelling	- 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.

	Significantly Compelling	Compelling	Mildly Compelling	Not Compelling	N/A	Score
1.) NEED FOR THE PROJECT(S) (40 Points) Maximum 3 pages plus up to 2 page for the Bonus						
A. IDENTIFIED NEED(S) Proposal provides the need(s) to be addressed by the project(s), their magnitude or severity and how the project(s) is expected to successfully address the identified need(s).	10	8	5	3	0	
B. NEED(S) ASSESSMENT Proposal discusses the need(s) assessments process the school conducted to identify particular need(s). Included is both the qualitative and quantitative information that support the need(s) for the project(s).	10	8	5	3	0	
C. LASTING IMPACT Proposal includes evidence that the need(s) for the project(s) will strengthen the school's ability to remain in the facility long term and will have a lasting impact on the school and it's students.	10	8	5	3	0	
BONUS 1: Please refer to pages 26 to 27 of RFP T002861 regarding the bonus criteria. A school is entitled to 5 bonus points if it meets either of the following: the school is an academically high performing charter school or it is a new charter school that has demonstrated "Significantly Compelling" and "Compelling" need (A, B, C above) for the facility project(s).	5			0		
BONUS 2: Please refer to pages 26 to 27 of RFP T002861 regarding the bonus criteria. 2. A school is entitled to 5 bonus points if it meets either of the following: (A) the proposed facility project(s) is related to performing or visual arts, or (B) the school is initiating an arts program and has provided a "Significantly Compelling" or "Compelling" rationale that the arts-related facility will enhance the school's educational offerings.	5			0		
TOTAL POINTS						-
Justification for Score	i.					
	ii.					

	Significantly Compelling	Compelling	Mildly Compelling	Not Compelling	N/A	Score
2.) PROJECT(S) DESIGN (25 Points) Maximum 3 pages						
A. GOALS & OBJECTIVES Proposal provides and details specific and measurable outcome-based goals and objectives for the project(s). How these goals and objectives are tied to and would fulfill the identified need(s) described in section 1.	10	8	5	3	0	0
B. EXPECTED OUTCOMES Proposal provides the results and benefits of each goal. Justification is provided why the goals & objectives in 2A are the best solutions to meet the need(s) of the school.	10	8	5	3	0	0
C. PROJECT(S) EVALUATION Proposal details specific evaluation methods that will be used while the project(s) is/are being performed and demonstrates how these grant funds will strengthen successful elements of the school's academic program and/or mission.	5	4	3	1	0	0
TOTAL POINTS						0
Justification for Score	i.					
	ii.					
	Significantly Compelling	Compelling	Mildly Compelling	Not Compelling	N/A	Score
3.) PROJECT(S) ACTIVITIES (25 Points) Maximum 3 pages						
A. PROJECT(S)/WORK AND IMPLEMENTATION PLANS Proposal describes in detail specific project(s) activities and ties these to the goals & objectives and need(s) of the school. The plan demonstrates that the school has carefully and realistically planned the implementation of the project and included plans for contingencies and additional financing.	10	8	5	3	0	0
B. CAPACITY / STRUCTURAL FEASIBILITY Proposal details the individual(s) responsible for overseeing the completion of each phase of the project(s) and demonstrates the school has the capacity to take on such project(s) and staffing is feasible.	10	8	5	3	0	0
C. PROJECT(S) TIMELINE Proposal includes a step-by-step description of project(s) phases and a proposed date of completion for each phase. The timeline should conform to the requirement that grant funds must be expended within the grant period, as well as take into account typical delays.	5	4	3	1	0	0
TOTAL POINTS						0
Justification for Score	i.					
	ii.					

	Significantly Compelling	Compelling	Mildly Compelling	Not Compelling	N/A	Score
4.) PROJECT(S) BUDGET (20 Points) Maximum 3 pages						
A. FISCAL REASONABLENESS Proposal includes evidence that the school has performed due diligence to ensure a cost-effective expenditure of grant funds and that the project(s) will be conducted in an economically efficient manner.	5	4	3	1	0	0
B. FISCAL FEASIBILITY Proposal demonstrates that the project(s) is financially feasible by including evidence that additional financing (if needed) has already been secured and that by engaging in the proposed project(s) the school will not put its financial health in peril. Proposal should address the likelihood of project(s) success.	5	4	3	1	0	0
C. BUDGET NARRATIVE Proposal includes a complete budget for the proposed project(s) and fully justifies the budget by describing how budget items will contribute to the project(s).	5	4	3	1	0	0
D. ITEMIZED BUDGET Proposal utilizes the itemized budget template in the RFP to fully detail the project(s) budget and project(s) assumptions.	5	4	3	1	0	0
TOTAL POINTS						0
Justification for Score	i.					
	ii.					
Additional Comments:						
						Total Score: 0

ENTER APPLICANT CHARTER SCHOOL NAME HERE:

**2015-16
STATE STIMULUS FUND GRANT
("SSF Grant")
BUDGET**

SSF FACILITY FINANCING

Total Grant Request

\$

All applicants must attach this budget form to their completed proposal.

The electronic forms can also be found on line at:

www.newyorkcharters.org/operate/reporting-requirements/state-stimulus-fund-ssf-grant-reporting

The budget form may have rows inserted as necessary to provide sufficient space to list all expenditures, providing that all budget categories and a budget summary are represented.

BUDGET SUMMARY

BUDGET CATEGORIES	TOTAL PROJECT COSTS (Input below)	TOTAL SSF GRANT REQUEST (Input on tabs 1-6)
Purchased Services (1)	-	-
Equipment (2)	-	-
Supplies and Materials (3)	-	-
Minor Renovations or Remodeling (4)	-	-
Purchase, Leasing or Financing of School Facility (5)	-	-
Construction of New School Facility (6)	-	-
TOTAL	\$ -	\$ -

The details on the following pages should only include proposed Stimulus Fund expenditures.

SUPPLIES and MATERIALS (3)

Items under \$1,000 per unit.

Description of Item	Quantity	Unit Cost	Proposed Expenditures
		\$ -	\$ -
Subtotal			\$ -

In the space below, please describe how the supplies and materials and equipment less than \$1,000 itemized above will support the project activities and contribute to the program goals.

MINOR RENOVATION or REMODELING (4)

Description of Work To be Performed	Calculation of Costs	Proposed Expenditures
		\$ -
Subtotal		\$ -

In the space below, please describe how the minor remodeling identified above will support the project activities and contribute to program goals.

PURCHASE, LEASING or FINANCING of SCHOOL FACILITY (5)

Description of Work To be Performed	Calculation of Costs	Proposed Expenditures
		\$ -
	Subtotal	\$ -

In the space below, please describe how the purchase, lease or financing of school facility identified above will support the project activities and contribute to program goals.

NEW YORK STATE CHARTER SCHOOLS STIMULUS FUND

Grant Management & Payment Instructions

1. The SUNY Charter Schools Institute will only approve requested budget items according to the proposal guidelines provided in the Request for Proposal.
2. The Awardee must establish sub-accounts within its accounting records to identify, segregate and accumulate Stimulus Fund grant expenditures.
3. The Awardee will enter into agreement with SUNY assuring the appropriate expenditure of SSF grant funds and agreeing to the reporting requirements as described in this document.
4. The Institute may advance twenty percent (20%) of the total grant to Awardee upon receipt of an SSF Grant Expenditure Report (which can be found on the Institute website at: www.newyorkcharters.org/operate/reporting-requirements/state-stimulus-fund-ssf-grant-reporting labeled [Grant Expenditure Report Form \(Excel file\)](#) requesting such advance. This document is your invoice to the Institute.
5. The Awardee must submit a Grant Expenditure Report for each additional disbursement request identifying categories from which funds have been expended. The Awardee must submit the following supporting documentation with each Grant Expenditure Report for all expenditures:
 - A disbursement journal generated by the accounting system with sub-accounts for SSF expenditures identifying all payments, including payee/vendor, date(s), SSF grant related amount(s), budget category, memo/description of expense(s), check number, check amount and total amount.
 - Copies of detailed vendor/contractor invoices supporting expenditures.
 - Copies of detailed sub-contractor invoices
 - Proof of Payment to sub-contractors (i.e. cancelled checks or lien releases).
 - Copies of cancelled payment checks from the Awardee to the vendor(s)/contractor(s).
6. Grant funds are to be utilized as a reimbursement to the charter school education corporation for allowable facility expenditures. Services and products must be received and installed by the charter school, invoiced by the vendor/contractor and final payments made within the grant period to be considered allowable and reimbursable. The Institute may require any additional documentation from the Awardee and/or the vendor(s)/contractor(s) as it may deem appropriate and necessary.
7. Upon completion of the grant period, Awardee must submit a one page final expenditure narrative to briefly describe the Awardee's full expenditure of SSF grant funds. *Failure to submit this final report and/or the appropriate backup documentation may be considered financial mismanagement that may result in further action by the charter authorizer.*
8. The completion invoice, or voucher, shall be submitted promptly following completion of the work under this agreement but in **no event later August 15, 2016.**



SSF GRANT EXPENDITURE REPORT

Charter School Name: _____

Report Date: _____

TOTAL Program Period: _____

Contract #: _____

Invoice #: _____

(Unique # each submission)

BUDGET CATEGORIES	APPROVED BUDGET (Total of Grant)	ACTUAL EXPENDITURES TO DATE (Sum of Previous Invoices)	ACTUAL EXPENDITURES FOR THIS PERIOD	TOTAL EXPENDITURES	DOLLARS LEFT TO SPEND
Purchased Services	-	-	-	-	-
Equipment	-	-	-	-	-
Supplies and Materials	-	-	-	-	-
Minor Renovations and Remodeling	-	-	-	-	-
Purchase, Lease, or Financing Facility	-	-	-	-	-
Construction of New Facility	-	-	-	-	-
TOTAL	-	-	-	-	-

ADVANCE REQUEST	ADVANCE
AMOUNT (Max 20% of Grant)	-

CERTIFICATION

"I certify that this report is correct and that it does not duplicate reimbursement of costs or services received from other sources. In addition, I certify that all expenditures are for items approved by the terms and conditions of the grant awarded by the Charter Schools Institute / State University of New York."

Signature / Date

Printed Name / Title

Attachment 1

Requirements and Procedures for Minority and Women Owned Business Enterprises (MWBE) Participation

Pursuant to New York State Executive Law Article 15-A, the State University of New York ("SUNY") recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises ("MWBEs") and the employment of minority group members and women in the performance of SUNY contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, entitled, "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The study reported evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that SUNY establish goals for maximum feasible participation of New York State certified MWBEs and the employment of minority groups members and women in the performance of New York State contracts.

1. Business Participation Opportunities for MWBEs

For purposes of this solicitation, SUNY hereby establishes an overall goal of 20% for MWBE participation, 12% for Minority-Owned Business Enterprise ("MBE") participation and 8% for Women- Owned Business Enterprise ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that SUNY may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how SUNY will determine a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8 (available at http://www.empire.state.ny.us/MWBE/Data/122210_MWBE15-ARegs.pdf).

By submitting a bid or proposal, Contractor agrees to the review and reporting processes described below, and to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan on Form # 107 (all forms available at <http://www.suny.edu/sunypp/>). Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised

MWBE Utilization Plan and submitted to SUNY.

- B. SUNY shall review the submitted MWBE Utilization Plan and within 30 days of receipt shall advise the Contractor of its acceptance, or issue a notice of deficiency.
- C. If a notice of deficiency is issued, Contractor agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to SUNY Office of Business Affairs, SUNY Plaza, Albany, NY 12246, 518-320-1340, a written remedy in response to the notice of deficiency. If the written remedy submitted is not timely or is determined by SUNY to be inadequate, Contractor shall be so notified and directed to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form # 114. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. SUNY may disqualify a Contractor as being non-responsive under the following circumstances:
 - i. Contractor fails to submit a MWBE Utilization Plan;
 - ii. Contractor fails to submit a written remedy to a notice of deficiency;
 - iii. Contractor fails to submit a request for waiver; or,
 - iv. SUNY determines that Contractor has failed to document good faith efforts.
- E. Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to SUNY, but must be made no later than prior to the submission of a request for final payment on the Contract.
- F. Contractors are required to submit a Contractor's Quarterly MWBE Contractor Compliance & Payment Report on Form #112 to SUNY Office of Business Affairs, SUNY Plaza, Albany, NY 12246, 518-320-1340, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

2. Equal Employment Opportunity Requirements

- A. By submission of a bid or proposal in response to this solicitation, the Contractor agrees with all of the terms and conditions of the State University of New York Exhibit A including Paragraph 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services

unrelated to the Contract; or (ii) employment outside New York State.

- B. Contractor further agrees, where applicable, to submit with the bid a staffing plan (Form # 108), identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to SUNY, a workforce utilization report identifying the workforce actually utilized on the Contract if known.
- C. Pursuant to Article 15 of the New York Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements and procedures for Minority and Women Owned Business Enterprise Participation may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.