



Charter Schools Institute

NEW YORK STATE CHARTER SCHOOLS STIMULUS FUND GRANTS

Application for Facility Grant
Request for Proposal T004064

April 10, 2023

Proposals due May 12, 2023, by 5:00 pm eastern time

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 / New York State Education Department, or the Buffalo Board of Education.

STATE UNIVERSITY OF NEW YORK
SYSTEM ADMINISTRATION
REQUEST FOR PROPOSAL

<u>Proposal Number</u> T004064	<u>Date</u> April 10, 2023	
<u>Description</u> NYS Charter Schools Stimulus Fund Grants Facility Financing Grant Maximum: \$200,000	<u>Proposal Due Date and Time</u> May 12, 2023, by 5:00pm eastern time <i>All questions should be submitted to charter.schools@suny.edu</i>	
<u>Contract Period</u> July 1, 2022, through July 31, 2023	<u>Location of Grantor</u> State University of New York Charter Schools Institute H. Carl McCall SUNY Building 353 Broadway Albany, NY 12246	
<u>Designated Contacts</u> Sandy Malloy Director of Administration SUNY Charter Schools Institute Charter.Schools@suny.edu <i>All questions should be submitted to charter.schools@suny.edu</i> Jordan Lohre Director of Contract Procurement Business Operations & Procurement, S110 State University of New York H. Carl McCall SUNY Building 353 Broadway Albany, NY 12246 jordan.Lohre@suny.edu	<u>Package Contains:</u> Part 1: General Information Part 2: Program Description and Instructions Cover Page and Project Narrative Scoring Rubric Budget Forms Grant Management & Payment Instructions <u>Standard Contract Clauses</u> Exhibit A, Standard Contract Clauses Exhibit A-1, Affirmative Action Clauses Attachment1, NY State Finance Laws §139-1 Attachment 2, Requirements and Procedures for MWBE Participation Attachment 3, Human Rights Law E.O. 177 Certification	Pages 3-11 Pages 12-17 Pages 18-22 Pages 23-25 Pages 26-33 Pages 34-35 Pages 36-39 Pages 40-45 Page 46 Pages 47-49 Page 50

PART 1: GENERAL INFORMATION AND INSTRUCTIONS

A. Grant Proposal Submission

- 1.) When submitting a grant proposal, you must prepare a well written document that clearly addresses each section. Follow the directions and requirements outlined in this RFP, attach all required information, and, if necessary, attach supporting documentation.
- 2.) Execution of the grant proposal. By signing, the signer indicates full knowledge and acceptance of this RFP including Exhibits A, A-1 and all other Exhibits, Attachments and Appendices. Proposals 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 education corporation to enter into the contract with SUNY (the "Contract"). (Note: Proposers are sometimes referred to herein as "Contractors," "Grantees," or "Vendors" and SUNY is sometimes referred to as the "University.")
- 3.) Proposals should be assembled in the following order:
 - Cover sheet;
 - Statement of Assurances;
 - Narrative including budget pages; and,
 - Attachments or supporting documentation referenced in the narrative.
- 4.) Each eligible charter school may apply for only ONE (1) grant. An education corporation authorized to operate more than one charter school ("charter") may submit a SEPARATE proposal for each eligible charter it is permitted to operate. Charters with separate "sites" (e.g., an elementary school, a middle school, and a high school) shall include all sites as part of one charter, and not have sites apply separately.
- 5.) Proposers may submit proposals electronically via email, or hard copy via hand delivery, U.S. mail or courier service. While Proposers are welcome to submit hard copy of their proposal, *SUNY strongly prefers that all Proposers submit their signed and notarized proposal by email*. For proposals only, SUNY will accept valid electronic signatures or notarization in accordance with applicable State law or scans of hard copy signatures or notarizations. Contracts for successful Grantees will need to have hard copy original signatures. Electronic signatures will not be accepted.

6.) To Submit by Email (preferred method)

- a) Email your signed and notarized proposal to the attention of Jordan Lohre, Director of Contract Procurement, at: contract.unit@suny.edu.
- b) Your signed proposal must be emailed during the four-hour window of 11:00 AM and 3:00 PM eastern time on the proposal due date indicated above.
- c) The proposal should not be within the body of the email but rather submitted as an attachment to the email. Zip files will not be accepted.
- d) There is a file size limit of 25MB. Please size your proposal accordingly.

7.) To Submit Hard Copy

- a) Send three (3) complete (signed and notarized) grant proposals together with one (1) electronic copy on a thumb / flash drive to:

Jordan Lohre
Director of Contract Procurement
Office of Business Operations, S110
SUNY System Administration
State University of New York
SUNY Plaza
Albany, New York 12246

- b) Proposers mailing their proposals must allow sufficient time to ensure receipt by the due date and time. Proposers are cautioned that even when using a trackable mailing / courier / messenger service, proposals must be received by the due date and time.
- c) If submitting hard copy of your proposal, please send an email to contract.unit@suny.edu notifying SUNY that you are submitting hard copy.
- d) Proposals should be submitted in sealed packages clearly labeled on the exterior with the RFP number and title. Proposals not labeled as instructed risk being opened prior to the proposal opening date, which may result in the proposal being rejected.

B. State Finance Law § 139-l Certification

Pursuant to N.Y. State Finance Law § 139-l, every proposal made on or after January 1, 2019 to New York State (the "State") or any public department or agency thereof, where competitive bidding is required by statute, rule, or regulation for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the Proposer has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. Labor Law § 201-g, which provides requirements for such policy and training and directs the State Department of Labor, in consultation with the State Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy, and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-l, any proposal by a corporate Proposer containing the certification required above shall be deemed to have been authorized by the board of trustees of such Proposer, and such authorization shall be deemed to include the signing and submission of such proposal and the inclusion therein of such statement as the act and deed of the Proposer.

If the Proposer cannot make the required certification, such Proposer shall so state and shall furnish with the proposal a signed statement that sets forth in detail the reasons that the Proposer cannot make the certification. After review and consideration of such statement, SUNY may reject the proposal or decide that there are sufficient reasons to accept the proposal without such certification.

The certification required above can be found in **Attachment 1**.

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 N.Y. Public Officers Law). Any resulting contract is also subject to disclosure under FOIL. Communications with Proposers 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, critical infrastructure information, 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: *Julie Maio, Records Access Officer, State University of New York, H. Carl McCall SUNY Bldg, 353 Broadway, Albany, NY 12246, FOIL@suny.edu*, 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 or critical infrastructure information, and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter with its proposal identifying trade secrets or critical infrastructure information 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 and critical infrastructure information. 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 will not be accepted by SUNY.

D. Minority and Women-owned Business Enterprises / 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 (“MWBEs”) as Proposers, subcontractors, and suppliers on its procurement contracts. Information on the availability of State subcontractors and suppliers and a directory of MWBEs is available from:

N.Y.S. Department of Economic Development
Division of Minority and Women’s Business Development
633 Third Ave.
New York, NY 10017
Phone: 1-212-803-2414
<https://ny.newnycontracts.com/?TN>.

See **Attachment 2** for additional MWBE requirements.

E. Requirements of New York State’s Recycling Program

In accordance with the provisions of 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 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 fifteen (15) percent if over fifty (50) percent of the recycled materials are generated from the State waste stream), the recycled product must be purchased.

F. Information Security Breach and Notification Act

Contractor shall comply with the provisions of the State Information Security Breach and Notification Act (N.Y. General Business Law § 899-aa and N.Y. 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.

G. 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.

H. 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 (the “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.

I. Additional Terms and/or Conditions

1. If you are selected for Award, 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; (4) Exhibit A-1, Affirmative Action Clauses; (5) Attachment 1; N.Y. State Finance Law 139-I Certification; (6) Attachment 2, Requirements and Procedures for Minority and Women Owned Business Enterprises (MWBE) Participation; and, (7) Attachment 3, N.Y. Human Rights Law Executive Order 177 Certification.
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 with Attachments; (3) this RFP; and (4) the Successful Grant Proposal.
3. Proposals must conform to the terms set forth in this RFP. Extraneous terms or deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Proposal non-responsive and may result in rejection of the Proposal. Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the proposal or resulting Contract, but shall be deemed included for informational or promotional purposes only.
4. The resulting Agreement shall be binding upon its execution by both parties and, if required, upon the approval of the New York Office of Attorney General ("Attorney General") and 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, approved by the Attorney General and State Comptroller.
6. The relationship of the Successful Proposer to SUNY shall be that of independent prime contractor. 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.
7. Compliance with the post-employment restrictions of the Ethics in Government Act (N.Y. Public Officers Law § 73) 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. 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.
11. This RFP and the resulting Contract shall be governed by the Laws of the State.
12. 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.
13. 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).
14. 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. The per diem rates are available at: www.gsa.gov/portal/category/100120.
15. Liability and Indemnification - The Successful Proposer shall be liable to SUNY for, and 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.

J. 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 charter is in good standing, meaning the charter or the education corporation cannot be in violation of any of the restrictions listed in paragraph IV of the *Program Description*, below. Any charter or education corporation that is not in good standing shall be ineligible to receive a grant award or funds.
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 contact any or all references.
5. Waive requirements or amend this RFP upon notification to all Proposers. Mandatory requirements may be waived if unmet by a majority of 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 Proposer of an objectionable employee(s).
12. Terminate the 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 State law or requirements.
13. Waive minor irregularities.

K. Program Period

The program period will be **July 1, 2022, through July 31, 2023**. SUNY anticipates that awards will be approved by the SUNY Board of Trustees' (the "SUNY Trustees") Charter Schools Committee as part of the spring 2023 (or subsequent) Committee meeting schedule.

Please note that all documentation related to grant eligible expenditures must be received by the SUNY Charter Schools Institute (the "Institute") no later than **August 15, 2023**. Grant funds are to reimburse the education corporation for monies expended on the charter during the grant period on eligible facility expenditures. The education corporation must have purchased, have proof of payment from education corporation bank accounts, and have installed the equipment purchased within the program period to be eligible for reimbursement under the grant.

L. Method of Award

1. The Institute will advance the proposals that include all the required elements to a Grant Review Panel of an appropriate number of reviewers taking into consideration the number of proposals received in response to the RFP. The Grant Review Panel will include Institute staff (and may include consultants with charter school experience) that have been trained in scoring using the scoring rubric. Each proposal will have two (2) reviewers randomly assigned for scoring. The two scores will be used to create an average score. In the event that the reviewers' scores are equal to or greater than 20 points apart, a third reviewer will score the grant and the three (3) scores will then be averaged. Each proposal will be scored on a 100-point scale as outlined in the Project Narrative. Up to twenty (20) of those points may be awarded in five (5) point increments if an application meets the criteria set forth in section III, above, for grant goals related to: academic performance; arts or athletic programming; facility technology; and, safety and security projects.
2. 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 descending order, provided they have a combined score of over seventy-five (75), will be funded until all the funds allocated for this RFP are completely exhausted. If two (2) or more applications are tied with insufficient grant funds remaining to be awarded fully to each applicant, SUNY will equitably award the remaining pool of available funds (e.g., halves, thirds, etc.). Likewise, should any funds become available due to being unspent or otherwise returned, the award recipients who received partial awards will be eligible for and additional equitable distribution of awards up to the originally requested amount.
3. The Grant Review Panel may recommend less than the budgeted grant amount requested based upon its review of the proposal by removing ineligible items (such as routine maintenance) and the availability of funds. All recommendations made by a Grant Review Panel are subject to approval by the SUNY Trustees or its designee.
4. To assist applicants in submitting a clear and compelling proposal, the reviewer scoring rubrics are attached to this RFP.
5. If funds remain after SUNY makes all full awards, SUNY reserves the right to award funds 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.
6. 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.

M. 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 State fiscal and administrative requirements. To receive funding, a formal contract Agreement outlining program and fiscal

responsibilities and obligations will be executed between the Grantee and SUNY. 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 expiration 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 State Comptroller.

PART 2: PROGRAM DESCRIPTION AND INSTRUCTIONS

PROGRAM DESCRIPTION Charter Schools Stimulus Fund Grants

The SUNY Charter Schools Institute (the “Institute”), acting for the SUNY 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 State budget appropriation, SUNY, in accordance with NY State Finance Law § 97-sss, may receive funding for the development, implementation, and operation of charters. Charter Schools Stimulus Fund (“SSF”) grants are available to the SUNY Trustees to award to eligible charter applicants regardless of authorizer (i.e., SUNY, the Chancellor of the New York City School District, the Board of Regents/New York State Education Department (“NYSED”), or the Buffalo Board of Education).

This SSF grant program, through this RFP, calls for proposals that focus on facility construction, renovation, financing, leasehold improvements, and other facility related expenses.

II. PERMISSIBLE AND NON-PERMISSABLE USES

The Institute acknowledges that facilities options and funding for charters are limited. Therefore, per NY State Finance Law, 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.

III. ELIGIBLE APPLICANTS

Charter school education corporations are eligible to apply on behalf of individual charters they operate. Individual charters may have multiple “sites” (e.g., elementary, middle, and high school) that are included as a part of the overall charter, and for purposes of this grant are not considered to be separate “charters.”

Restrictions:

- An education corporation that has been awarded more than \$350,000 of total SSF funds at any time prior to this RFP is NOT eligible to apply. (Please check the Institute’s website at <http://www.newyorkcharters.org/new-york-state-stimulus-fund-grants/> for the list of education corporations that have been awarded more than \$350,000 in total SSF funds.)
- A charter 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, and rental assistance will not be provided by the NYCDOE.
- Only charters located in private space, public space paying fair market value rent, or to be located in facility space owned by the education corporation or utilized under a lease or MOU that extends three (3) years beyond the end of this grant period are eligible to apply. Such charters 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 charter will remain in the referenced space for a minimum of three (3) years after the date of the end of the grant period (i.e., through July 31, 2026).

- NYC charters receiving rental assistance per NY Education Law §2853(3) (a-5) due to a favorable appeal of the NYC School District's offer or failure to offer a co-location site are not eligible to apply. Note that such charters may apply if they are purchasing or leasing private facilities to use in lieu of co-located space or in addition to co-located space so long as rental assistance will not be provided for such additional space.
- Applicants must hold a provisional charter or authority to operate an additional charter by the final date for submission.
- If a proposal includes or describes any activity that is illegal or not permitted by the N.Y. Charter Schools Act of 1998 (as amended), the entire proposal may be excluded.
- At the time the proposal is due, or when the Contract is executed, or prior to the grant distribution, an eligible charter cannot be:
 - on probation or subject to charter revocation or charter non-renewal;
 - in violation of a corrective plan;
 - on a corrective plan related to student performance;
 - currently designated as a Comprehensive Support and Improvement ("CSI") School or a Targeted Support and Improvement ("TSI") School according to NYSED's School Accountability Report under the federal Every Student Succeeds Act ("ESSA"); or,
 - planning to or required to cease operations at the end of the 2022-23 school year or during the Program Period.

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

IV. ESTIMATED AWARD AMOUNTS

Grants are available in amounts up to **\$200,000**. 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 charter they are entitled to operate.**

INSTRUCTIONS FOR APPLYING FOR SSF GRANTS

1. All applicants must fully answer the 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: <http://www.newyorkcharters.org/new-york-state-stimulus-fund-grants/>.
3. Each proposed expenditure must be listed with the required description in the appropriate category provided. 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.
4. All grant applicants must sign and have notarized the statement of assurances. 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.**
5. A complete proposal must contain the following:
 - 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;
 - June 30, 2022 annual audit and related advisory and/or management letter; and,
 - relevant attachments (i.e., lease agreement or facility financing documentation) (clearly numbered and referenced in the narrative).
6. Submit the proposal as described above in Part 1.



COVER PAGE

CHARTER

Name:	
Address:	
School District or NYC Community School District of Charter Location:	
2021-22 School Year Actual	
Total Enrollment:	Grades Served:
2022-23 School Year Actual	
Total Enrollment:	Grades Served:

CHARTER SCHOOL EDUCATION CORPORATION

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

CHARTER SCHOOL AUTHORIZER

Name:

SSF GRANT REQUEST up to \$200,000 maximum

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:

**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 the charter 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 CSI School or a TSI School according to the NYSED's School Accountability Report under ESSA; or,
- e) not planning to or required to cease operations at the end of the 2022-23 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 charter's status changes during the grant term, and the charter 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

Name of Charter School Education Corporation

Print Name and Title, Applicant

Signature, Applicant

Sworn to me this _____ day of _____, 2023

Notary Public

CHARTER SCHOOLS STIMULUS FUND GRANT PROPOSAL
FACILITY GRANT
(Up to 100 Points Available)

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

1. Need for the Project(s) – maximum 3 pages (22 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), and how the project(s) is expected to successfully address the identified need(s).

B. Need(s) Assessment (6 points)

The proposal discusses the need(s) assessments process the charter 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 (6 points)

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

2. Project(s) Design – maximum 3 pages (20 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 (5 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 charter.

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 charter's academic program and/or mission.

3. Project(s) Activities – maximum 3 pages (17 points)

A. Project(s) / Work and Implementation Plans (6 points)

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

B. Capacity / Structural Feasibility (6 points)

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

C. Project(s) Timeline (5 points)

Proposal includes a 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) (21 points)

A. Fiscal Reasonableness (6 points)

Proposal includes evidence that the charter 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.

B. 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 charter will not put its financial health in peril. Proposal should address the likelihood of project(s) success.

C. 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).

D. Itemized Budget (5 points)

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

5. Grant Goal Recognition Points – maximum 2 pages (20 points)

A. Academics (5 points)

A charter is entitled to five (5) points if it is operating within the first charter term.

B. Arts or Athletic Programming (5 points)

A charter is entitled to five (5) points if the proposed facility project(s) is related to performing or visual arts, athletic or sports programs.

- i. The applicant must include as an attachment to the SSF facilities proposal a description of a new performing or visual arts, athletic or sports program the charter implemented in the 2022-23 school year or will initiate in the 2023-24 school year.

- ii. SSF grant funds are not to be used for the arts or athletic program. However, applicants that include a “Significantly Compelling” or “Compelling” description of a new performing or visual arts, or athletic or sports program, its goals, timeline, staffing, materials and budget information that shows how the charter will use a new program to enhance academic performance, how the program will continue to enhance educational offerings in future.

C. Charter Located in District without Facility Support (5 Points)

A charter located in a district that does not offer district-provided facilities nor rental assistance for private facilities is eligible to receive five (5) additional points.

D. Security-Related Project Expenditures (5 Points)

Charters with proposals for security-related facilities projects intended to protect against deliberate physical threats or enhance emergency communications equal to or greater than 25% of the total budget of the overall proposal will receive five (5) points.

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/letter in the application.



2022-2023 STATE STIMULUS FUND GRANT - SCORING RUBRIC

School:	<div>Enter Name Here</div>
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) (22 Points) Maximum 3 pages						
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).	6	5	3	1	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.	6	5	3	1	0	
TOTAL POINTS						Incomplete
Justification for Score						

	Significantly Compelling	Compelling	Mildly Compelling	Not Compelling	N/A	Score
2.) PROJECT(S) DESIGN (20 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	
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.	5	4	2	1	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	2	1	0	
TOTAL POINTS						Incomplete
Justification for Score	i.					
	ii.					

	Significantly Compelling	Compelling	Mildly Compelling	Not Compelling	N/A	Score
3.) PROJECT(S) ACTIVITIES (17 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.	6	5	3	1	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.	6	5	3	1	0	
C. PROJECT(S) TIMELINE Proposal includes a 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	2	1	0	
TOTAL POINTS						Incomplete
Justification for Score						

	Significantly Compelling	Compelling	Mildly Compelling	Not Compelling	N/A	Score
4.) PROJECT(S) BUDGET (21 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.	6	5	3	1	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	2	1	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	2	1	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	2	1	0	
TOTAL POINTS						Incomplete
Justification for Score	i.					

	Meets Criteria	N/A	Score
5.) GRANT GOAL RECOGNITION (20 Points) Maximum 2 pages			
A. ACADEMICS A charter is entitled to five (5) points if it is operating within the first charter term or has plans to commence academic instruction beginning 2022-23.	5	0	
B. ARTS OR ATHLETIC PROGRAMMING Please refer to the RFP for a full description of eligibility criteria. A school is eligible to receive five (5) points if it meets either of the following: (A) the proposed facility project(s) is related to performing or visual arts or athletic programming, or (B) the school has/will initiate(d) a NEW arts or athletic program in 2022-2023 and has provided a "Significantly Compelling" or "Compelling" rationale that the program will enhance the school's educational offerings.	5	0	
C. SCHOOL LOCATED IN DISTRICT WITHOUT FACILITY SUPPORT Please refer to the RFP for a full description of eligibility criteria. A school located in a district that does not offer district-provided facilities nor rental assistance for private facilities is eligible to receive five (5) points.	5	0	
D. Security Project ≥ 25% of Budget Schools with proposals for security-related facilities projects equal to or greater than 25% of the total budget of the overall proposal will receive five (5) points.	5	0	
TOTAL POINTS			Incomplete

Additional Comments:	TOTAL SCORE:	Scoring Not Completed

APPLICANT CHARTER SCHOOL NAME: _____

2022-2023

STATE STIMULUS FUND GRANT

BUDGET SUMMARY

BUDGET CATEGORIES	TOTAL PROJECT COSTS	TOTAL SSF GRANT REQUEST	SSF GRANT SECURITY PORTION
Purchased Services (1)			
Equipment (2)			
Supplies and Materials			
Minor Renovations or Remodeling			
Purchase or Financing of School Facility			
Construction of New School Facility			
Total			

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

The electronic forms can also be found online at:

www.newyorkcharters.org/new-york-state-stimulus-fund-grants/

APPLICANT CHARTER SCHOOL NAME: _____

PURCHASED SERVICES (1)

DESCRIPTION OF SERVICES	PROVIDER OF SERVICES	CALCULATION OF COSTS	TOTAL PROPOSED SSF EXPENDITURE	SECURITY AMOUNT
Subtotal				

EQUIPMENT (2)

DESCRIPTION OF SERVICES	PROVIDER OF SERVICES	CALCULATION OF COSTS	TOTAL PROPOSED SSF EXPENDITURE	SECURITY AMOUNT
Subtotal				

APPLICANT CHARTER SCHOOL NAME: _____

SUPPLIES AND MATERIALS (3)

DESCRIPTION OF SERVICES	PROVIDER OF SERVICES	CALCULATION OF COSTS	TOTAL PROPOSED SSF EXPENDITURE	SECURITY AMOUNT
Subtotal				

MINOR RENOVATION OR REMODELING (4)

DESCRIPTION OF SERVICES	PROVIDER OF SERVICES	CALCULATION OF COSTS	TOTAL PROPOSED SSF EXPENDITURE	SECURITY AMOUNT
Subtotal				

APPLICANT CHARTER SCHOOL NAME: _____

PURCHASE OR FINANCING OF SCHOOL FACILITY (1)

DESCRIPTION OF SERVICES	CALCULATION OF COSTS	TOTAL PROPOSED SSF EXPENDITURE
Subtotal		

CONSTRUCTION OF NEW SCHOOL FACILITY (1)

DESCRIPTION OF SERVICES	CALCULATION OF COSTS	TOTAL PROPOSED SSF EXPENDITURE
Subtotal		

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 RFP.
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 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 completed SSF Expenditure Report Checklist;
 - A disbursement journal generated by the accounting system with sub-accounts for SSF expenditures identifying all payments, including payee/vendor, check date(s), SSF grant related amount(s), budget category, memo/description of expense(s), check number, total check amount and SSF amount;
 - Copies of detailed vendor/contractor invoices supporting expenditures;
5. 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, 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.
6. The completion invoice, or voucher, shall be submitted promptly following completion of the work under this agreement but in no event later than August 15, 2023.



SSF GRANT EXPENDITURE REPORT

CHARTER SCHOOL NAME:

REPORT DATE:

PROGRAM PERIOD:

7/1/2022 - 7/31/2023

CONTRACT #:

INVOICE #:

(Unique # for each invoice)

BUDGET CATEGORIES	APPROVED BUDGET (Total of Grant Awarded)	ACTUAL EXPENDITURES TO DATE (Total of previously submitted invoices)	ACTUAL EXPENDITURES FOR THIS PERIOD (Amount requested for reimbursement on this current invoice)	TOTAL EXPENDITURES	DOLLARS LEFT TO SPEND
Purchased Services				-	-
Equipment				-	-
Supplies and Materials				-	-
Minor Renovations and Remodeling				-	-
Purchase Facility				-	-
Construction of New Facility				-	-
TOTAL	-	-	-	-	-

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

Standard Contract Clauses

State University of New York**EXHIBIT A****March 16, 2020**

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 or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law and Section 355 of the Education Law, if this contract exceeds \$250,000, or, if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office, or the pertinent pre-audit review period has elapsed. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to 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, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by SUNY, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. 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 SUNY 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 or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of 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. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

(b) 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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. 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 certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 907 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

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

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

NYS Department of Economic Development
Division for Small Business

Albany, 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
212-803-2414

email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 287(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to 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 Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa; State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to 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 union forms 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 contract is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or 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 contract, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this contract, 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:

<https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersoffers-pursuant-nys-iran-divestment-act-2012>

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 SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY 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 SUNY 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.

SUNY 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.

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

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

29. 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.

30. (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.

31. Hospital Retained Authority: Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services,

management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.

EXHIBIT A-1

March 31, 2020

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 a 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; (c) and (d) 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 fifteen million dollars (\$15,000,000), 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 fifteen million dollars (\$15,000,000.00), 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:

1(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 SUNY 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. 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 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; 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) day of its receipt. A notice of deficiency shall include the:

- i. list 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, SUNY 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. MWBE Contractor Compliance Report.

Contractor is required to submit an MWBE Contractor Compliance Report (Form 7557-112) 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. Compliance Reports for construction contracts (Form 7557-110) must be submitted on a monthly basis.

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 an 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.

Attachment 1
N.Y. State Finance Law § 139-I Certification

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such a policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

If the Proposer cannot make the foregoing certification, such Proposer shall so state and shall furnish with the proposal a signed statement that sets forth in detail the reasons that the Proposer cannot make the certification.

Proposer Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____

Attachment 2

Requirements and Procedures for Minority and Women Owned Business Enterprises

(MWBE) Participation

Pursuant to N.Y. Executive Law Article 15-A, 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.

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). For additional information please refer to the MWBE requirements outlined in MWBE Prospective Proposer’s Notice (Form 7557-121).

For guidance on how SUNY will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8 (available at <https://esd.ny.gov/doing-business-ny/mwbe>).

Please note the response forms identified in Form 7557-121 (SUNY MWBE Forms 7557-104, 7557-107 & 7557-108) must be submitted with all proposals. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: http://www.suny.edu/sunyp/ documents.cfm?doc_id=611#forms.

Awardees must submit an MWBE Utilization Plan (Form #757-107) with their proposal. Upon contract award and prior to contract execution the selected awardee will enter its Statewide Utilization Management Plan (“SUMP”) and document its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence through the State Contract System (“NYCS”), which can be viewed at: <http://ny.newnycontracts.com>, provided however, that the selected awardee may arrange to provide such evidence via a non-electronic method by contacting the SUNY Office of Diversity, Equity, and Inclusion.

Any modifications or changes to the Statewide Utilization Management Plan after the Contract execution and during the term of the Contract must be reported on a revised SUMP and submitted to SUNY. SUNY will review the submitted SUMP and advise the Awardee of SUNY acceptance or issue a notice of deficiency within 30 days of receipt.

If a notice of deficiency is issued, Awardee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to SUNY Business Operations and Procurement (above), a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by SUNY to be inadequate, SUNY shall notify the Awardee and direct the Awardee to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form 7557-114. Failure to file the waiver form in a timely manner may be grounds for disqualification of the proposal.

SUNY may disqualify an Awardee as being non-responsive under the following circumstances:

- a. If an Awardee fails to submit a MWBE Utilization Plan;

- b. If an Awardee fails to submit a written remedy to a notice of deficiency;
- c. If an Awardee fails to submit a request for waiver; or
- d. If SUNY determines that the Proposer has failed to document good faith efforts.

By submitting a proposal, the Proposer agrees to report its MWBE Contractor Compliance & payments through the NYSCS, which may be completed by logging in at <https://ny.newnycontracts.com>, and respond to the monthly Compliance Audit Reminder. A Proposer may arrange to provide such evidence via a non-electronic method by contacting SUNY Office of Diversity, Equity, and Inclusion. Please note that the NYSCS is a one stop solution for MWBE and Article 15-A contract requirements.

Equal Employment Opportunity Requirements

By submission of a proposal in response to this solicitation, the Contractor agrees with all of the terms and conditions of the SUNY Exhibit A including Clause 12 - Equal Employment Opportunities for Minorities and Women. If awarded a Contract, 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 the State.

Contractor further agrees, where applicable, to submit with the proposal an EEO Staffing Plan (Form 7557-# 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. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: <https://www.suny.edu/meansbusiness/supplier-diversity/mwbe/>.

Please Note: Failure to comply with the foregoing requirements 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.

Executive Order 177

The N.Y. Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or

predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to: (i) all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment; (ii) employers with fewer than four employees in all cases involving sexual harassment; and (iii) any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, prior to contract award, selected Awardee must submit a certification that it does not have institutional policies or practices that fail to address harassment and discrimination as described above. SUNY is electing to obtain the certification with the proposal documents to avoid unnecessary delay in the contract award process. All Contractors must sign and submit the certification attached to this RFP as **Attachment 3**.

Attachment 3
N.Y. Human Rights Law Executive Order 177 Certification

In accordance with Executive Order No. 177, the Proposer hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the N.Y. Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law including, but not limited to, the First Amendment of the United States Constitution, Article 1, Section 3 of the State Constitution, and Subdivision 296(11) of the Human Rights Law.

Proposer Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____