

# **STATE UNIVERSITY OF NEW YORK**

## **Charter Schools Institute**



# **FEDERAL CHARTER SCHOOLS PROGRAM**

## **(CSP)**

### **Dissemination Grant Application**

### **CSI-1812**

The State University of New York does not discriminate on the basis of age, color, religion, creed, disability, marital status, veteran status, national origin, race, gender, or genetic predisposition or carrier status, or sexual orientation in its educational programs, services, and activities.

STATE UNIVERSITY OF NEW YORK (SUNY)  
SYSTEM ADMINISTRATION  
STATE UNIVERSITY PLAZA, ALBANY, NY 12246

**REQUEST FOR PROPOSAL (RFP)**

Proposal Number

CSI-1812

Dated

January 15, 2008

Description

Federal Charter School Program  
Dissemination Grant

Contract Period

February 1, 2008 through July 31, 2009

Due Dates and Times (ET)

Applications will be accepted on a rolling  
basis through April 30, 2008.

Location of Grantor

State University of New York  
Charter Schools Institute  
Albany, New York

Designated Contact(s):

Maureen C. Murphy  
Charter Schools Institute  
41 State Street  
SUNY Plaza  
Albany, NY 12246  
Telephone: (518) 433-8277  
FAX: (518) 427-6510  
[maureen.murphy@suny.edu](mailto:maureen.murphy@suny.edu)

Package Contains:

Part I: General	Pages 2-6
Exhibit A, Standard Contract Clauses	Pages 7-8
Exhibit A-1, Affirmative Action Clauses	Pages 9-10
Part II: Project Description/Instructions/Forms	Pages 10-43

Laura L. Gross  
Assistant Contract Manager  
SUNY System Administration  
State University Plaza  
Albany, NY 12246

**PART I: GENERAL STANDARD INFORMATION AND INSTRUCTIONS**

A. Proposal Submission

When submitting a proposal, you must:

1. Prepare a clearly readable document. Attach all required information.
2. Indicate any deviations from the specifications and if necessary attach separate documents and/or explanation.
3. **Sign the proposal.** By signing you indicate full knowledge and acceptance of this Request for Proposal ("RFP") including Exhibits A and A-1. The Proposal must be completed in the name of the proposer, corporate or otherwise, and must be fully and properly executed by an authorized person.
4. **Submit four (4) complete proposals, one of which must have original signatures.** Proposals should be sealed and submitted as specified in Part II. Proposals are to be addressed to:

Charter Schools Institute  
41 State Street, Suite 701  
SUNY Plaza  
Albany, New York 12246

5. Electronically transmitted Proposals will **not** be accepted.

B. Affirmative Action Policy

New York State Executive Order No. 6, regarding equal employment opportunities states:

It is the policy of the State of New York that equal opportunity be assured in the State's personnel system and affirmative action provided in its administration in accordance with the requirement of the State's Human Rights Law and the mandate of Title VII of the Federal Civil Rights Act, as amended. Accordingly, it is the responsibility of the State's Department of Civil Service to enforce the State's policy of ensuring full and equal opportunity for minorities, women, disabled persons and Vietnam era veterans at all occupational levels of state government.

In keeping with this policy, the University mandates compliance internally and for all organizations with which it conducts business. The determination of contract award will include a review of evidence supplied by each Offeror regarding compliance with the State's Affirmative Action policy. Accordingly, an Offeror's Proposal must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

C. Proposal Confidentiality

All proposals submitted for the University's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Offeror believes that any information in its Proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL, (Article 6 of the Public Officers' Law), the Offeror shall submit with its Proposal a separate letter addressed to: *Jennifer LoTurco, Records Access Officer, State University of New York, State University Plaza, Albany, New York 12246*, specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Offeror to submit such a letter with its Proposal identifying trade secrets will constitute a waiver by the Offeror of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Offeror may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

D. Minority and Women-owned Business Enterprises

It is the policy of the State University of New York to take affirmative action to ensure that minority and women-owned business enterprises are given the opportunity to demonstrate their ability to provide the University with goods and services at competitive prices.

E. Requirements of New York State's Recycling Program

In accordance with the provisions of Section 165(3) of the State Finance Law and Executive Order No. 142, the State University 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 in development of 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 10% (or by 15% if over 50% of the recycled materials are generated from the New York State waste stream), the recycled product must be purchased.

F. 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 and a directory of minority and women-owned business enterprises is available from:

Empire State Development  
Division for Small Business  
One Commerce Plaza  
Albany, NY 12210  
Phone: 1-800-782-8369

G. Determination of Vendor Responsibility

New York State procurement law requires that state agencies award contracts only to responsible contractors. Additionally, the Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the State Finance Law. Section 163 of the State Finance Law (SFL) requires that contracts for services and commodities be awarded on the basis of lowest price or best value “to a responsive and responsible offerer.” Section 163 (9) f of the SFL requires that prior to making an award of a contract, each contracting agency shall make a determination of responsibility of the proposed contractor.

In accordance with these procurement laws, the University will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business. In doing so, Offerer’s are required to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Offeror’s opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or you may contact the designees above for the paper version of the Vendor Responsibility Questionnaire.

H. Additional Terms and/or Conditions:

1. The following items will be incorporated into, and made part of, the formal agreement: (1) the University's RFP; (2) the Successful Offeror's Proposal; (3) Exhibit A, Standard Contract Clauses; and (4) Exhibit A-1, Affirmative Action Clauses.
2. In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) the Agreement; (3) this RFP; and (4) the Successful Offeror's Proposal.
3. Any terms that are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.
4. The resulting agreement shall be binding upon its execution by both parties and, if required by New York State law, upon the approval of the Attorney General and the Office of the State Comptroller.
5. The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required by New York State law, approved by the Attorney General and the Office of the State Comptroller.
6. The relationship of the Successful Offeror to the University shall be that of independent prime contractor.
7. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
8. Proposed prices should reflect all discounts including educational discounts.
9. The submission of a Proposal constitutes a binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of 120 days after the deadline for Proposal submission and will continue thereafter until the Successful Offeror notifies the University otherwise, in writing. Such deadline may be further extended by mutual agreement.

10. In the event Successful Offeror uses partners, subcontracts or subcontractors, the Successful Offeror 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 Offeror will be the prime contractor.
11. The University will not be liable for any costs associated with the preparation, transmittal, or presentation of any Proposals or materials submitted in response to this RFP.
12. This RFP and the resulting contract shall be governed by the Laws of the State of New York.
13. Public announcements or news releases regarding this RFP or any subsequent award of a contract must not be made by any Offeror without the prior written approval of the University.
14. The Successful Offeror(s) is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offeror shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
15. Indemnification - The Successful Offeror shall hold harmless and indemnify the University and New York 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 Offeror, any affiliate, or any person or entity engaged by the Successful Offeror as an expert, consultant, independent contractor, subcontractor, employee or agent.
16. Liability - The Successful Offeror 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 Offeror will impose any liability or duty whatsoever on the University 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.

I. The University reserves the right to:

1. Reject any and all Proposals received in response to this RFP.
2. 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.
3. Request references and to contact any or all references.
4. Waive requirements or amend this RFP upon notification to all offerors. Mandatory requirements may be eliminated if unmet by all offerors.
5. Adjust or correct cost or cost figures with the concurrence of the offeror if mathematical or typographical errors exist.
6. Negotiate with offerors responding to this RFP within the requirements necessary to serve the best interests of the University.
7. Begin contract negotiations with another offeror in order to serve the best interests of the University, should the University be unsuccessful in negotiating a contract with the Successful Offeror within an acceptable time frame.
8. 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.
9. Request clarifications from offerors for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all offerors determined to be susceptible to being selected for contract award, prior to award.

10. Advise vendor of an objectionable employee(s).
11. Terminate agreement with thirty (30) days written notice.
12. Waive minor irregularities.

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, Section 355 of the State Education Law, and 8 NYCRR 316, (a) for a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if this contract exceeds \$250,000 for commodities, services, printing or construction, or (b) for a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if this is a contract for commodities, services, printing or construction which exceeds \$50,000 or which exceeds \$75,000 by a State University health care facility not certified by the Vice Chancellor and Chief Financial Officer, or (c) if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amounts, or (d) if, by this contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in the Comptroller's office.

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

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

**7. NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids: (a) by submission of its bid, Contractor (Bidder) certifies, and each person signing on behalf of the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

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

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties

relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **Federal Employer Identification Number and/or Federal Social Security Number.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **Privacy Notification.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** (a) In accordance with Section 312 of the Executive Law, 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:

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

(2) at the request of the contracting agency, 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 therein; and

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

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office 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 §165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MacBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with Section 165(5) of the State Finance Law, the Contractor hereby stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (A) have no business operations in Northern Ireland, or (B) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

#### 20. **OMNIBUS PROCUREMENT ACT OF 1992.**

(a) In accordance with the Omnibus Procurement Act of 1992, it is the policy of NYS to encourage the use of NYS contractors and suppliers, and to promote the participation of minority- and women-owned businesses where possible, in the procurement of goods and services. Information concerning the availability of NYS subcontractors and suppliers is available from the NYS Dept. of Economic Development, which shall also include the Directory of Certified Minority- and Women-owned Businesses.

(b) Subsequent to award of procurement contracts in an amount estimated to be \$1,000,000 or more, contractors will be required to document their efforts to encourage the participation of NYS business enterprises as suppliers and subcontractors by showing that they have (i) solicited bids in a timely and adequate manner from NYS business enterprises including certified minority- or women-owned businesses, or (ii) contacted the NYS Dept. of Economic Development to obtain listings of NYS business enterprises, or (iii) placed notices for subcontractors or suppliers in newspapers, journals or other trade publications distributed in NYS, or (iv) participated in bidder outreach conferences. If a contractor determines that NY business enterprises are not available to participate in such contract, the contractor shall provide a statement indicating the method by which such determination was made. If a contractor does not intend to use subcontractors, the contractor shall provide a statement verifying such intent. Contractors shall also attest to compliance with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended, and document efforts to provide notification to NYS residents of employment opportunities through listing any positions with the Community Services Division of the NYS Dept. of Labor, or provide for such notification in such manner as is consistent with existing collective bargaining agreements.

(c) Bidders located in foreign countries are notified that SUNY may assign or otherwise transfer offset credits created by any procurement contract of \$1,000,000 or more to third parties located in New York State.

#### 21. **RECIPROCITY AND SANCTIONS**

**PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision

22. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162(4-a), the State shall not purchase any apparel from any vendor unable or unwilling to provide documentation as part of its bid (i) attesting that such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) stating, if known, the names and addresses of each subcontractor and all manufacturing plants to be utilized by the bidder.

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

23. 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.

24. (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.

I. **DEFINITIONS.** The following terms shall be defined in accordance with Section 312 of the Executive Law:

**STATE CONTRACT** herein referred to as "State Contract", shall mean (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. For purposes of this agreement, the term "services" shall not include banking relationships, the issuance of insurance policies and contracts, or contracts with a contracting agency for the sale of bonds, notes or other securities.

**SUBCONTRACT** herein referred to as "Subcontract", shall mean any agreement providing for a total expenditure in excess of \$25,000 for construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation under a State Contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon for the beneficial use of 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 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; and (d) an enterprise authorized to do business in this State and independently owned and operated.

**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 owned by one or more minority group members; (b) an enterprise in which such minority ownership interest 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; and (d) an enterprise authorized to do business in this State and independently owned and operated.

**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 BUSINESS** shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

II. **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 State University):

1. As a pre-condition for the award of any State Contract, contractor agrees to submit an Equal Employment Opportunity (EEO) Policy Statement which conforms with the following provisions:

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

(b) At the request of State University, contractor shall request each employment agency, labor union, or authorized repre-

sentative 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 contractor's obligations therein.

(c) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of 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.

(d) Contractor will include the provisions of "a", "b" and "c", above, in every Subcontract over \$25,000.00.

2. Contractor shall indicate whether it is able to separate out from its entire work force that portion of its work force which will be utilized in the performance of this State Contract.

3. For State Contracts which provide labor, services, supplies, equipment or materials, as defined above, contractor must provide a Staffing Plan of the anticipated work force to be utilized on the State Contract broken down by specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

4. 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.

5. If contractor fails to provide a staffing plan, or in the alternative, a description of its entire work force, State University may reject contractor's bid, unless contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

6. After the State Contract has been awarded, contractor shall provide a Utilization Report which breaks down and describes contractor's and every subcontractor's work force by specified ethnic background, gender, and Federal Occupational Categories. The prime contractor shall be responsible for collecting reports from its subcontractors and

providing such reports to State University. For State Contracts for construction, the Utilization Report shall be completed using the number of hours worked for each relevant job title within the Federal Occupational Categories. During the term of State Contract: construction contractors must provide a Utilization Report on a monthly basis; contractors providing labor, services, supplies, equipment or materials, who are unable to separate out their work force must provide Utilization reports on a semi-annual basis; all other contractors must provide Utilization Reports every three months.

7. Contractor shall provide State University reports of its compliance with the terms of Article 15-A of the Executive Law as may be required by State University.

**8. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN.** State 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 prime contractor.

**9. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Based upon an analysis of the following factors, the State University shall determine whether contractor has made conscientious and active 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 efforts, including names and addresses of firms contacted, 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 prime 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) and Job Development Authority (JDA) 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 prime

contractor.

It shall be the responsibility of prime contractor to ensure compliance by every subcontractor with these provisions.

**10. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.** (i) State University shall include relevant work force availability data, which is provided by the N.Y.S. Department of Economic Development the Division of Minority and Women's Business Development, 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 \$100,000.00 whereby State 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 five-percent (5%) for Certified Minority-Owned Business Enterprises and two-percent (2%) for Certified Women-Owned Business Enterprises.

**11. ENFORCEMENT.** State University will be responsible for enforcement of each contractor's compliance with these provisions. Contractor, and each subcontractor, shall permit State 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 State University determines that a contractor or subcontractor may not be in compliance with these provisions, State 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 State University is unable to resolve the issue of noncompliance, State University may file a complaint with the Division of Minority and Women's Business Development (DMWBD).

**State University of New York  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

**INSTRUCTIONS:**

Please complete this form answering every question. A "Yes" answer to any question requires a written explanation attached to the questionnaire and submitted on company letterhead signed by an officer of the company.

All vendors are required by the State of New York to complete this form at the time of purchase or award of contract. Companies are responsible for updating information in their Responsibility Questionnaire as changes occur. Any vendor recommended for award on a State University of New York contract will be required to have a completed Vendor Responsibility Questionnaire on file prior to the award date.

**QUESTIONS:**

Within the past five years, has your firm, any affiliate, any owner or officer or major stockholder (5% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:

- (a) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?  YES  NO
- (b) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?  YES  NO
- (c) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any government agency?  YES  NO
- (d) an investigation for a civil violation by any local, state or federal agency?  YES  NO
- (e) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?  YES  NO
- (f) a local, state, or federal suspension, debarment or termination from the contract process?  YES  NO
- (g) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?  YES  NO
- (h) a local, state, or federal denial of award for non-responsibility?  YES  NO
- (i) an agreement to a voluntary exclusion from bidding/contracting?  YES  NO
- (j) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract?  YES  NO
- (k) a State Labor Law violation deemed willful?  YES  NO
- (l) a firm-related bankruptcy proceeding?  YES  NO
- (m) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?  YES  NO
- (n) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?  YES  NO
- (o) a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on previously held contract?  YES  NO
- (p) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?  YES  NO
- (q) an occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?  YES  NO
- (r) a rejection of a bid on a New York State contract for failure to comply with the MacBride Fair Employment Principles?  YES  NO
- (s) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of: -federal, state or local health laws, rules or regulations -unemployment insurance or workers' compensation coverage or claim requirements -ERISA (Employee Retirement Income Security Act) -federal, state or local human rights laws -federal or state security laws -federal INS and Alienage laws -Sherman Act or other federal anti-trust laws.  YES  NO

**ADDITIONAL TOPICS:** Information on the following additional topics should also be submitted with this questionnaire. Check "none" if topic does not apply.

- (1) agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency?  NONE
- (2) disputes within the past two years concerning your company's failure to provide commodities or services to political subdivisions within the past two years pursuant to centralized contracts with the New York State Office of General Services?  NONE

(3) any governmental audits that revealed material weaknesses in your system of internal controls, compliance with contractual agreements and/or laws and regulation or any material disallowances within the past three (3) years?  NONE

(4) any individuals now serving in a managerial or consulting capacity, including principal owners and officers, who now serve or in the past three (3) years have served as:

- a) an elected or appointed public official or officer?  NONE
- b) a full or part-time employee in a NYS agency or as a consultant, in their individual capacity, to any NYS agency?  NONE
- c) an officer of any political party organization in New York State, whether paid or unpaid?  NONE

(5) Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation previously or currently used by your business which is different from the Name of Business as certified below.  NONE

(6) as defined in State Finance Law §§ 139-j (1)(a), has a governmental agency made a determination of non-responsibility with respect to the Offeror within the previous four years where such a finding was due to a violation of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?  NONE

(7) Has a governmental entity terminated or withheld a procurement contract with the Offeror because of violations of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?  NONE

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Name of Business \_\_\_\_\_

Signature of Officer \_\_\_\_\_

Address \_\_\_\_\_

Typed Name of Officer \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**2007-2009 Federal Charter Schools**  
**Dissemination RFP CSI-1812**

**APPLICATION GUIDANCE**

**Program Purpose/Goals:**

The New York State Education Department (SED) has received funds for the charter schools dissemination program under the Federal Charter Schools Program grant from the United States Department of Education. These funds are available under the Elementary and Secondary Education Act (Title V, Part B), as amended by the No Child Left Behind Act of 2001.

Pursuant to a Memorandum of Agreement between the State University of New York (SUNY) and the SED, the SUNY Board of Trustees is authorized to award grants under the Federal Charter Schools Program. SED has created the format and content of this RFP with input from SUNY.

The primary purpose of the Charter Schools Program (CSP) is to expand the number of high-quality charter schools available to students. SUNY is authorized to award grants to eligible charter schools to support activities that help open new public schools (including public charter schools) or share the lessons learned by charter schools with other public schools.

The dissemination projects should be aligned to the New York State learning standards, supported by research, and have documented results.

**Federal Program Priorities:**

SUNY is authorized to award dissemination funds through a competitive process to eligible charter schools, and will negotiate grant contracts with these charter schools to assist other public schools (including public charter schools) in adapting the charter school's program, or certain aspects of the charter school's program, or to disseminate information about the charter school, through the following activities:

**A -** Assisting other individuals with the planning and start-up of one or more new public schools, (including public charter schools) that are independent of the assisting charter school and its developers and that agree to be held to at least as high a level of accountability as the assisting charter school and/or;

**B -** Developing partnerships with other public schools designed to improve student performance;

The Federal Charter Schools Program guidelines, including information on dissemination grants, may be found at: <http://www.ed.gov/policy/elsec/guid/cspguidance03.doc>.

**Project Period:**

The program period is for up to seventeen (17) months but not beyond July 31, 2009. Funding is subject to the availability of Federal Charter School Program funds to NYSED and SUNY.

SUNY will negotiate contracts with successful applicants for up to a twenty-one (21) month program period. Payments will be based on budgets submitted by successful applicants. Budgets must be submitted with this application for the entire proposed project period. Each budget will cover a

maximum period of up to 12 months and may not continue past July 31, 2009. The initial budget period will start upon the date the grant is awarded by the State University Trustees.

### **Application Due Date:**

The Charter Schools Institute will accept applications for funding on behalf of the SUNY Board of Trustees on a rolling basis. Applications will be accepted through April 30, 2008 or until all CSP Dissemination funds are fully obligated, whichever is earlier.

### **Eligible Applicants:**

Applications will be accepted from established charter schools that have been authorized by the Board of Trustees of the State University of New York (SUNY).

Charter schools may apply for dissemination grants whether or not they have applied for or received Federal Charter School Program funds for planning, program design, or implementation.

Eligible applicants include charter schools that meet all of the following criteria:

1. Have been in operation for at least three years (have been open for instruction for at least three years as of June 30, 2007).
2. Can demonstrate documented overall success, including:
  - Substantial progress in improving student achievement,
  - High level of parent satisfaction, and
  - Management and leadership necessary to overcome initial start-up problems and establish a thriving, financially viable charter school.

### **Overview of Project Activities**

Dissemination grant funds shall be used to assist charter schools in assisting other individuals with the planning and start-up of one or more new public schools, (including public charter schools) that are independent of the assisting charter school and its developers and that agree to be held to at least as high a level of accountability as the assisting charter school or develop partnerships with other public schools designed to improve student performance. Any charter school receiving a dissemination grant must provide thorough and high-quality information that meets the needs of other schools trying to learn from the charter school's experience.

A charter school may pursue funding for either one or both activities as outlined below. Separate proposals (separate narratives and budgets) must be submitted for each planned activity.

***Activity A: Assisting with the planning and start-up of new public school(s)***, including public charter schools.

Applicants seeking to assist individuals with the planning and start-up of a new public school or schools need to be independent of the applicant in fact and appearance. Allowable assistance can take many forms and includes mentoring prospective charter school developer(s), development and sharing of curricular materials, policies, etc.

***Activity B: Developing partnerships designed to improve student performance.***

Partnership proposals must be based on a specific theme or themes such as arts education, special education, English language learners instruction or other activities aligned with the NYS Learning Standards. The practices in the applicant school in the selected area must have led to documented results and represent a product or service that can be shared with the partner school or schools.

**Allowable Activities and Expenditures:**

Examples of allowable expenditures include, but are not limited to:

- project director and other staff salary and benefits in support of this project
- developer stipends
- teacher stipends
- substitute teachers
- printing, copying, graphics production, art work and supplies
- designing and conducting training and technical assistance activities to teachers of the partner schools
- consultant fees for work directly related to the project.
- travel costs
- other reasonable costs associated with the project.

**Non-Allowable Activities and Expenditures:**

Dissemination grant funds cannot be used for the operation of the charter school. A charter school cannot use dissemination grant funds, either directly or through a contractor, for marketing or recruitment activities designed to promote itself or the programs offered by it or by a contractor. A charter school cannot use dissemination grant funds to recruit students or promote the program of the school or its contractor. Examples of non-allowable expenditures include, but are not limited to:

- indirect costs
- facilities costs
- charter school ongoing operational costs
- website maintenance for other than dissemination grant related activities

**Program Funding:**

Approximately \$500,000 will be available each year for fiscal year 2007-08 (August 1, 2007- July 31, 2008) and fiscal year 2008-09 (August 1, 2008- July 31, 2009). Awards are expected to range up to \$200,000 each year for each activity, although maximum and minimum award amounts have not been predetermined. This estimate is for the guidance of potential applicants and is not a guarantee of award amounts or the number of awards to be made.

**State Contracts for Charter School Program Awards:**

Dissemination grant awards to charter schools will be made through a grant contract process. State law requires that the award of state contracts be made to responsible vendors. SUNY must make an affirmative responsibility determination before an award is made. The factors to be considered include: legal authority to do business in New York State; integrity; organizational and financial capacity; and previous performance. Before an award exceeding \$100,000 can be made, the potential grantee must

complete a Vendor Responsibility Questionnaire. Applicants selected for an award who must complete the questionnaire will receive it with the State contract or grant contract.

### **Review and Rating of Applications:**

The applications will be reviewed by two reviewers, at least one of which will be a peer reviewer. The applications will be graded by the criteria described in this RFP titled "PROPOSAL NARRATIVE". Final scores of the two reviewers will be added and averaged. A third review will be performed if there is a difference of at least twenty points between the two scores; the final score will be an average of the three scores. All applications receiving a final average score of at least 75 points will be ranked in order of score.

Awards, after any adjustments for non-allowable or inappropriate expenditures, will be made to all applicants receiving an average score of 75 or higher, as long as there are sufficient funds. In the event that funds are not sufficient to cover all such applicants, then awards will be made to the applicant with the highest average score and then, to each remaining applicant according to the highest average score until funds are not sufficient to fund the next project in full. The next ranked applicant will be given the opportunity to operate a project using the remaining funds

All recommendations made by the Grant Review Panel are subject to approval by the State University Board of Trustees or its designee.

### **Appeals Process:**

At the conclusion of the rating and ranking process, and the notification to all applicants as to the status of their application, an applicant who has not been awarded funds may ask for a debriefing by emailing the request to [charters@suny.edu](mailto:charters@suny.edu). SUNY staff will summarize the scores identified by the raters and the comments made. This will be emailed to the applicant.

### **Award Recipient's Fiscal Responsibilities:**

Grants awarded by the Charter Schools Institute under provisions of this *Request for Proposal* will be administered by The State University of New York System Administration.

Projects must operate under the jurisdiction of the school's charter and the board of trustees, and are subject to at least the same degree of accountability as all other expenditures of the charter school. The board of trustees is responsible for the proper disbursement of and accounting for project funds. Written school policies concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, and inventory control must be followed. Supporting or source documents must be on file for all project related transactions entered into the charter school's accounting system. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time & effort records, delivery receipts, vendor invoices, travel documentation and payment documents, including check stubs.

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

### **Required Reports:**

Dissemination grant award recipients must submit an annual performance report describing the progress that has been made toward meeting the project goals. Award recipients will be provided with copies of the report format and the submission information.

### **Application Submission:**

One original and three copies of the application package must be submitted to the following address. No faxes will be accepted.

Compliance Desk  
Charter Schools Institute  
41 State Street 7<sup>th</sup> Floor  
Albany, New York 12207

The application should be typed and must include the cover page signed by the charter school's Chief Operating Officer/Chief Administrative Officer. The typed application narrative and budget narrative should generally be no longer than 10 pages and no smaller than 12pt font. The application package must include the following items, or it will be disqualified, and should be in the following order:

- The typed and signed Application Cover Page clearly identified for Activity A or B in blue ink
- Proposal Narrative
- Completed Grant Application Checklist
- The typed Budget Category and Narrative Forms supporting the budget
- The typed Multi-Year Budget Summary

### **Project Monitoring:**

The State Education Department and SUNY are responsible for monitoring the activities of the award recipients to ensure that federal funds are used for authorized purposes in compliance with the federal program laws, regulations and grant agreements and that performance goals are achieved. Monitoring can include document reviews, onsite visits, training, telephone calls and other activities. Award recipients receiving and expending \$500,000 or more in federal funds during their fiscal year must have an audit performed in accordance with the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. All award recipients are required to provide State Education Department and SUNY staff and state auditors with access to records and financial statements as necessary to perform their monitoring responsibilities.

**2007-2009 Federal Charter Schools**  
**Dissemination Grants**  
**APPLICATION COVER PAGE**

Project Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Federal Employer Identification Number

–

Name:	Chief Administrator:
Address:	Contact Person:
City: _____ Zip Code: _____	Title:
	Telephone: _____ Fax: _____
	E-Mail: _____

**Activity (check only one):**  A  B

Total Funding Requested: \_\_\_\_\_

**CERTIFICATION OF ASSURANCES, TERMS AND CONDITIONS:**

I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the entity named above 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 and regulations including Exhibit A and A-1; the application guidelines and instructions; the Assurances, Terms and Conditions included within Appendix A of the RFP; and, that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the SUNY or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Chief Operating Officer/Chief Administrative Officer Signature:	Title:
Typed Name:	Date:

**Submit an original application and three copies of the completed application to:**

Charter Schools Institute – Compliance Desk  
41 State Street 7<sup>th</sup> Floor  
Albany, New York 12207

**Federal Charter Schools Program**  
**Dissemination RFP CSI-1812**

**APPLICATION CHECKLIST**

**Applicant Name:**

Listed below are the required documents for a complete application package, in the order that they should appear. Use this checklist to ensure that your application submission is complete and in compliance with the Application Guidance.

<i>Required Documents</i>	<i>Checked- Applicant</i>	<i>Checked - SUNY</i>
Application Cover Pages with original signatures in blue ink		
Completed Grant Application Checklist		
Proposal Narrative		
Typed Budget Category and Narrative Forms		
Typed Multi-Year Budget Summary		

**SUNY Comments**

- Has the applicant complied with the application instructions?

Yes  No

SUNY Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

8-14-07

**Federal Charter Schools Program**  
**Dissemination Grants**

February 1, 2008 through July 31, 2009

**PROPOSAL NARRATIVE**  
**PART ONE**

**Abstract** (no points)

Provide a concise summary (one page maximum) describing the proposed dissemination project and how it will improve student achievement in public schools, including charter schools, by providing thorough and high-quality learning experiences and technical assistance on documented successful practices and innovations implemented by the grantee charter school.

**Qualifying Experience** (no points)

Note – Proposals from applicants that do not meet the qualifying experience requirements will be rejected and the applicant notified as such in writing.

1. Evidence of Student Achievement:

Provide evidence that the school has compiled a strong and compelling record of meeting or coming close to meeting its Accountability Plan academic goals. At a minimum, an eligible school must document that it has made strong overall progress towards meeting its Accountability Plan academic goals.

2. Evidence of Parent Satisfaction:

Provide evidence of high levels of parent satisfaction with the applicant charter school.

3. Evidence of Management and Leadership:

Provide evidence that the school has effective management and leadership by describing how it was able to overcome initial start-up problems and establish a thriving, financially viable charter school.

**Activity A: Assisting with the planning and start-up of new public charter school(s)**

**Proposal Narrative**

**1. Need for the Project [15 points]**

- Describe the need for this activity to promote the development of high quality charter schools.
- Describe the individual(s) to be assisted and the feasibility that such assistance will lead to the individual(s) receiving a charter.
- Provide supporting information, such as evidence of parental support, that there is demand for a new charter school or schools.

**2. Project Description and Activities (30 points)**

- Clearly and comprehensively describe the objectives and outcomes of the project and how it will fit the needs of the individual(s) applying for a charter.
- Describe the activities to be conducted and materials to be provided including identifying the key successful elements of the applicant's model or practices which will be shared with the proposed individual.

**3. Project Design [20 points]**

- Describe the project design, structure and planned strategies for technical assistance and staff development activities, as applicable.
- Describe the project's dissemination plan and timeline for key project activities (who, what, when, where, how).

**4. Project Evaluation [10 points]**

- Describe the evaluation component to determine if the outcomes are met.

**Activity B: Developing partnerships designed to improve student performance.**

**Proposal Narrative**

**1. Need for the Project [15 points]**

- Describe the need for the activity to improve student achievement in public schools, including charter schools.
- Provide qualitative and quantitative information to support this need.

**2. Project Description and Activities (30 points)**

- Clearly and comprehensively describe the objectives and outcomes of the project and how it will fit the needs of the students of other public schools.

- Specifically identify proposed partners as well as the product or service to be shared.
- If applicable, describe how technology will be used to enhance the activities, products and/or services.
- Describe how the activities will meet diverse learner needs.

**3. Project Design [20 points]**

- a. Describe the dissemination methodologies, including any web-based dissemination strategies, technical assistance and staff development.
- b. Describe the project's dissemination plan and provide a timeline of key project activities (who, what, when, where, how).

**5. Project Evaluation [10 points]**

- Describe the evaluation component to determine if the outcomes are met.

**PART TWO for both activities A and B**  
(A separate budget is required for each activity)

**BUDGET CATEGORY AND NARRATIVE FORMS,  
BUDGET SUMMARY FORM**

**Budget Category and Narrative Forms [25 points]**

On the Budget Category and Narrative Forms provide an itemized budget along with a brief narrative of how the requested funds will be used. Describe how the proposed expenditures are appropriate, reasonable and necessary to support the project activities and goals.

Provide a description of all intended expenditures by budget category. Be specific regarding position titles, equipment, professional development, and materials and supplies.

Summarize the proposed expenditures on the Budget Summary.

**APPENDIX A**  
**New York State Education Department**

**Assurances, Terms and Conditions for Federal Discretionary Program Funds**

The following Assurances and Terms and Conditions are a component of your application. By signing the certification on the application cover page you are ensuring accountability and compliance with State and federal laws, regulations, and grants management requirements enclosed within this RFP, including, but not limited to, each of the following:

1. Charter School Program Assurances
2. Charter School Program Terms and Conditions
3. Federal Assurances and Certifications, General:
  - Assurances – Non-Construction Programs
  - Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
  - General Education Provisions Act Assurances
4. Federal Assurances and Certifications, NCLB:

The following are required as a condition for receiving any federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001.

  - NCLB Assurances
  - School Prayer Certification
5. New York State Assurances and Certifications:
  - Appendix A-1G

### **Charter School Program Assurances**

As the duly authorized representative of the applicant, and by signing the Application Cover Page, I certify that the applicant:

1. Assures that this charter school will annually provide the Secretary of Education and the State Education Department with such information as may be required to determine if this charter school is making satisfactory progress toward achieving its stated objectives.
2. Assures that this charter school will cooperate with the Secretary of Education and the State Education Department in evaluating the program assisted by the funds awarded under this program.

### **Charter School Program Terms and Conditions**

As the duly authorized representative of the applicant, and by signing the Application Cover Page, I certify that the applicant:

1. Attests to full compliance with all of the requirements of the Public Charter Schools Program, Article 56 of the New York State Education Law, all other applicable laws and regulations, and all charter provisions, and that all such programs and activities will be allowable under this part.
2. Fully understands that if any of the information contained herein is found to be deliberately misrepresented, or if the charter school fails to adhere to any of these assurances, that may be grounds for any one or all of the following: the termination of this grant award; the repayment of any monies that may have been awarded; and/or the revocation of the charter.

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## ASSURANCES - NON-CONSTRUCTION PROGRAMS

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**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Education Department Program Contact listed in the Application. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, and by signing the Application Cover Page, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §§874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**Standard Form 424B (Rev. 7-97), Prescribed by OMB Circular A-102, Authorized for Local Reproduction, as amended by New York State Education Department**

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

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the Application Cover Page provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

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

**ED 80-0013, as amended by the New York State Education Department**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION — LOWER TIER COVERED TRANSACTIONS**

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This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**Instructions for Certification**

1. By signing the Application Cover Page, the prospective lower tier participant is providing the certification set out below.
  2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
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**Certification**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**ED 80-0014, as amended by the New York State Education Department**

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**NEW YORK STATE DEPARTMENT OF EDUCATION  
GENERAL EDUCATION PROVISIONS ACT ASSURANCES**

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These assurances are required by the General Education Provisions Act for certain programs funded by the U.S. Department of Education. These assurances are not applicable to certain programs, such as the No Child Left Behind Act. If you have any questions, please contact NYSED.

As the authorized representative of the applicant, by signing the Application Cover Page, I certify that:

- (1) that the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) that the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;
- (3) that the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
- (4) that the local educational agency will make reports to the State agency or board and to the Secretary as may reasonably be necessary to enable the State agency or board and the Secretary to perform their duties and that the local educational agency will maintain such records, including the records required under section [1232f](#) of this title, and provide access to those records, as the State agency or board or the Secretary deem necessary to perform their duties;
- (5) that the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
- (6) that any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
- (7) that in the case of any project involving construction –
  - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
  - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section [794](#) of title [29](#) in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;
- (8) that the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
- (9) that none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

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**NEW YORK STATE DEPARTMENT OF EDUCATION  
NO CHILD LEFT BEHIND ACT ASSURANCES**

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These assurances are required for programs funded under the No Child Left Behind Act.

As the authorized representative of the applicant, by signing the Application Cover Page, I certify that:

- (1) each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) (A) the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and  
(B) the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;
- (3) the applicant will adopt and use proper methods of administering each such program, including—
  - (A) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
  - (B) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- (4) the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;
- (5) the applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program;
- (6) the applicant will—
  - (A) submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and the Secretary to perform their duties under each such program; and
  - (B) maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties;
- (7) before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment;
- (8) the applicant has consulted with teachers, school administrators, parents, nonpublic school representatives and others in the development of the application to the extent required for the applicant under the program pursuant to the applicable provisions of the No Child Left Behind Act;
- (9) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 3214(3)(d) and (f) and the Gun-Free Schools Act (20 U.S.C. § 7151);
- (10) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7908 on military recruiter access;
- (11) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;

(12) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 2802(7), and any state regulations implementing such statute and 20 U.S.C. § 7912 on unsafe school choice; and

(13) in the case of a local educational agency, the applicant is complying with all fiscal requirements that apply to the program, including but not limited to any applicable supplement not supplant or local maintenance of effort requirements.

### **SCHOOL PRAYER CERTIFICATION**

As a condition of receiving federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (NCLB), the local educational agency hereby certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools, as detailed in the current guidance issued pursuant to NCLB Section 9524(a).

## APPENDIX A-1 G

### General

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.nysed.gov/cafe/>.

### Terminations

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

### Safeguards for Services and Confidentiality

- B. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- C. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- D. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.

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

**Budget Category and Narrative Form**

Applicant Name:

Title of Grant: Charter Schools Dissemination Grant, RFP # CSI-1812

**SALARIES FOR SUPPORT STAFF:**

Include only staff that are employees of the school. Do not include consultants or per diem staff. Do not include central administrative staff that are considered to be indirect costs, e.g., business office staff. One full-time equivalent (FTE) equals one person working an entire week for each week of the project. Express partial FTE's in decimals, e.g., a teacher working one day per week equal .2 FTE.

<b>Specific Position Titles</b>	<b>Full-time Equivalents</b>	<b>Proposed Expenditure for Fiscal Year  8/1/07-7/31/08  Date Range: _____</b>	<b>Proposed Expenditure for Fiscal Year  8/1/08-7/31/09  Date Range: _____</b>
Totals, transfer to Budget Summary Form			

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

**Budget Category and Narrative Form**

Applicant Name:

Title of Grant: Charter Schools Dissemination Grant, RFP # CSI-1812

**SALARIES FOR SUPPORT STAFF:**

Include salaries for teacher aides, secretarial and clerical assistance, and for personnel in pupil transportation and building operation and maintenance. Do not include administrative staff that are considered to be indirect costs, e.g., account clerks

<p align="center"><b>Specific Position Titles</b></p>	<p align="center"><b>Full-time Equivalents</b></p>	<p align="center"><b>Proposed Expenditure for Fiscal Year</b>   <b>8/1/07-7/31/08</b>   <b>Date Range:</b>                      _____</p>	<p align="center"><b>Proposed Expenditure for Fiscal Year</b>   <b>8/1/08-7/31/09</b>   <b>Date Range:</b>                      _____</p>
<p align="center">Totals, transfer to Budget Summary Form</p>			

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

**Budget Category and Narrative Form**

Applicant Name:

Title of Grant: Charter Schools Dissemination Grant, RFP # CSI-1812

**PURCHASED SERVICES:**

Identify the type of expenditure by general category (i.e., consultants, rentals, tuition, printing, communications, and other contractual services). An school cannot purchase services from themselves. Copies of contracts may be requested by SUNY.

Description of Item	Proposed Expenditure for Fiscal Year 8/1/07-7/31/08 Date Range: _____	Proposed Expenditure for Fiscal Year 8/1/08-7/31/09 Date Range: _____
Totals, transfer to Budget Summary Form		

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

**Budget Category and Narrative Form**

Applicant Name:

Title of Grant: Charter Schools Dissemination Grant, RFP # CSI-1812

**SUPPLIES AND MATERIALS:  
AND EQUIPMENT LESS THAN \$5,000**

Identify the type of supplies or materials by general category (i.e., instructional, office, books, computer software, and items of equipment with a unit cost less than \$5,000).

<b>Description of Item</b>	<b>Proposed Expenditure for Fiscal Year  8/1/07-7/31/08  Date Range: _____</b>	<b>Proposed Expenditure for Fiscal Year  8/1/08-7/31/09  Date Range: _____</b>

**Budget Category and Narrative Form**

Applicant Name:

Title of Grant: Charter Schools Dissemination Grant, RFP # CSI-1812

Totals, transfer to Budget Summary Form		
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In the space below, please describe how the supplies and materials and equipment less than \$5,000 itemized above will support the project activities and contribute to the program goals.

**TRAVEL EXPENSES:**

Identify purpose of travel (i.e., student transportation, staff travel between instructional sites, student field trips – if specifically allowed by the grant, etc.) and the proposed expenditure.

Include travel expenses for conference costs, out-of-state travel and costs for staff development programs, if allowable expenditures.

Description of Item	Proposed Expenditure for Fiscal Year 8/1/07-7/31/08 Date Range: _____	Proposed Expenditure for Fiscal Year 8/1/08-7/31/09 Date Range: _____

**Budget Category and Narrative Form**

Applicant Name:

Title of Grant: Charter Schools Dissemination Grant, RFP # CSI-1812

Totals, transfer to Budget Summary Form		

In the space below, please describe how the travel expenses itemized above will support the project activities and contribute to the program goals. Detail must be provided for student field trips, out-of-state travel and conferences.

**EMPLOYEE BENEFITS:**

Agencies may choose to calculate the proposed Employee Benefits using their school’s Fringe Benefits (FB) rate or itemizing the specific benefits. The FB Rate for project personnel must be the same as those used for other school personnel. Only the Employee Benefits, which are attributable to the professional and support staff identified in Codes 15 and 16 may be included in this section.

**Complete either Section I or Section II.**

**Section I** – Calculation of Fringe Benefits (FB) using the School’s FB rate.

	<b>School Fringe Benefit Rate</b>	<b>Project Salaries</b>	<b>Proposed Expenditure for Fiscal Year</b>  8/1/07-7/31/08 <b>Date Range:</b> _____	<b>Proposed Expenditure for Fiscal Year</b>  8/1/08-7/31/09 <b>Date Range:</b> _____
<b>07-08</b>				
<b>08-09</b>				
Totals, transfer to Budget Summary Form				

**Section II** – Itemize Specific Categories of Benefits

<b>Benefit</b>	<b>Proposed Expenditure for Fiscal Year</b>  8/1/07-7/31/08 <b>Date Range:</b> _____	<b>Proposed Expenditure for Fiscal Year</b>  8/1/08-7/31/09 <b>Date Range:</b> _____
Social Security, Retirement (NYS Teachers, NYS Employees, Other), Health Insurance, Worker's Compensation, Unemployment Insurance, Other (Identify)		
Totals, transfer to Budget Summary Form		

**Federal Charter Schools**  
**Dissemination Grants CSI-1812**  
**Multi-Year Budget Summary \***

**Charter School:**

	<b>Fiscal Year 07-08</b>	<b>Fiscal Year 08-09</b>	<b>Total</b>
1. Salaries for Professional Staff			
2. Salaries for Support Staff			
3. Purchased Services			
4. Materials and Supplies			
5. Travel Expenses			
6. Employee Benefits			
<b>Total</b>			

- The Budget Category and Narrative forms must cover both years of the requested funding.



## Charter Schools Institute

*The State University of New York*

### Charter Schools Program (CSP) Grant Disbursement And Monitoring Protocol

1. The Charter Schools Institute (CSI) will only approve requested budget items that are allowable under CSP guidelines.
2. The awardee will be informed in writing of any budget items that will not be allowed.
3. CSI will send each awardee an award letter and approved budget that identifies the allowable spending periods for the award within 10 days of the award date.
4. The awardee must establish sub-accounts within its accounting records to identify, segregate and accumulate CSP grant expenditures.
5. The awardee will enter into agreement with CSI assuring the appropriate expenditure of CSP grant funds and agreeing to the reporting requirements as described in this document.
6. CSI will advance 20% of the projected expenses for the first grant period to awardee.
7. Upon expending all of the first disbursement, and upon each request for additional disbursements, awardee must submit the Grant Expenditure Report (attached) identifying categories from which funds have been expended, and attach a copy of the disbursement journal generated by their system for the sub-accounts identified for CSP expenditures.<sup>1</sup>
8. Upon completion of the grant period, awardee must submit a 1-2 page final expenditure narrative to briefly describe the awardee's full expenditure of CSP grant funds. *Failure to submit this final report and/or the appropriate backup documentation may be considered financial mismanagement by the school that could result in probation or need for corrective action.*
9. CSI will review the Expenditure Report, disbursement journal, and narrative report provided by the awardee, and compare these reports to the grantee's approved budget to ensure appropriate expenditure of CSP funds.

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<sup>1</sup> The disbursement journal should be a report generated by the grantee's general ledger that identifies all payments, including payee, date, amount, and check number.

**CHARTER SCHOOLS INSTITUTE  
GRANT EXPENDITURE REPORT**

**Charter School**  
**Name:** \_\_\_\_\_

**Report**  
**Date:** \_\_\_\_\_

Budget Categories	Approved Budget	Actual Expenditures To Date	Actual Expenditures For This Period
Professional Salaries			
Support Staff Salaries			
Purchased Services			
Equipment			
Supplies and Materials			
Travel Expenses			
Employee Benefits			
<b><u>TOTAL</u></b>			

***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