

Application Checklist

Listed below are the required documents for a complete application in the order that they should appear in the submitted application

- ___ Application Cover Page
- ___ Application Checklist
- ___ Proposal Narrative
- ___ Performance Target Worksheet
- ___ Program Component Worksheet for Traditional Adult Education Instruction
- ___ Literacy Zone Partner(s) Matrix
- ___ Program Component Information Sheet
- ___ Budget Category and Narrative Forms
- ___ Assurances

The following must be submitted as separate documents with the application.

- ___ Letters of commitment from members of the guiding coalition and partners
- ___ Literacy Zone Planning Calendar
- ___ Budget Form (FS-10)
- ___ Payee ID Form (for entities that have not previously received funding from the State Education Department or any agency which has had a name change, address change or other significant change). The form can be found at www.oms.nysed.gov/cafe/forms.html

Proposal Narrative

Proposal Narrative (100 Total Points) Applicants must address all of the following in the proposal narrative. The Project Narrative must be no more than ten [10] 8.5" x 11" single-spaced pages with one-inch margins. Double space between the headings and the text. Use a 12-point Times Roman or Arial font. The, Program Target Worksheet, Program Component Worksheet, Program Component Information Sheet, planning calendar, letters of commitment from members of the guiding coalition and partners and the Budget Narrative and Category Forms are **not** included in this limit.

Applications that do not follow these standards or exceeds the page limit will not be reviewed.

Abstract (no points)

Provide a concise one-page summary that describes the entire proposal. It gives the reader a quick overview of the proposed program, its goals and evaluation criteria.

NOTE: No points are awarded for this section. Required information stated here, but not elsewhere in the application, may result in points not being awarded to the proposal.

1. Need for Project (5 points)

- Describe the targeted community by clearly and specifically identifying the geographic boundaries of the proposed Literacy Zone. For applicants in New York City, also identify the borough the Literacy Zone will be in. For applicants outside New York City, also identify the county that the Literacy Zone will be in.
- Describe the concentrated poverty and/or limited literacy or limited English proficiency needs of the community to be served. Describe the literacy needs of the community to be served, birth through adult. Provide detailed evidence of the needs using such factors as census data, public assistance or food stamp eligibility, school lunch eligibility, community health data, planning data, and data that illustrates gaps in accessing benefits and support services such as Earned Income Tax Credits, health insurance, and food stamps.

2. Literacy Zone Approach (10 points)

- Describe the planning process for the Literacy Zone including a detailed description of a coordinated plan for raising literacy and English language proficiency throughout the Literacy Zone. Also include SURR/SINI(s) in this plan, if they are located in the Literacy Zone. Submit a planning calendar that identifies major steps in the 3 months leading up to the application and detailed steps from January 1, 2011 to July 1, 2011 that clearly shows effective planning.

- Describe the guiding coalition and how it reflects broad representation of community leaders and stakeholders, including representatives from the primary partnerships identified in the Literacy Zone Partnership Matrix. Commitment letters are required from each partner that clearly and fully identifies their specific role and responsibility in supporting the Literacy Zone.
- Describe the comprehensive mix of services and instruction to be provided in the Literacy Zone.

3. Family Welcome Center (10 points)

Describe the Family Welcome Center, including its:

- location in the Literacy Zone;
- accessibility to parents and the community, including hours of operation and accessibility to public transportation;
- access to web-based technology;
- services and programs to be located at the center;
- capability for housing additional partners;
- space for administering the Official Practice Test for the GED;
- compliance with Americans with Disabilities Act building accessibility requirements;
- resources to help students determine their eligibility for benefits such as Food and Nutritional Benefits (formerly Food Stamps), Health Care Plus and other health care benefits, Earned Income Tax Credits, etc. and to help families navigate complex systems (i.e., health care, social services, education, the financial system).
- connections to health literacy, financial literacy, workplace literacy programs.
- staff to effectively work with individuals from different cultures, backgrounds, and languages.
- role in providing access to pathways out of poverty, which are identified under Networking and Interagency Coordination;
- role in supporting parent involvement with their children's education.

4. Adult Basic Education and Literacy Services (15 points)

Describe the proposed adult basic education and literacy services program for out-of-school youth and adults who do not have a high school diploma or the equivalent.

Include in the description:

- program components that meet acceptable SED guidelines including curricula and instructional practices founded on research and effective educational practices.
- how instruction will be contextualized in the areas of health literacy, financial literacy, workplace literacy.

- how the program will employ advances in technology.
- how the program will provide learning in real-life contexts..
- how the program will match services to the needs of students including those who are identified as learning disabled.
- type of enrollment that will be used in the program. (e.g. managed or open)
- how the program will follow up on students who have exited the program to ascertain if they have obtained employment, retained employment or entered postsecondary education.
- how the program will connect services and programs for the adult education students and their families.

5. Networking and Interagency Coordination (25 points)

- Describe the agencies that will be priority partners and the services they will provide by completing the **Literacy Zone Partnership Matrix form**. Provide letters of commitment that fully and specifically detail their role and responsibilities.
- Describe the steps and agreements to network comprehensive services so that access is coordinated and streamlined across the Literacy Zone.
- Describe the proposed Literacy Zone pathways out of poverty that meet the needs of individuals and families in the Literacy Zone including a description of:
 - a continuum of literacy services that will be available for students in early childhood through adulthood.
 - assistance and support for at-risk youth to enable them to complete high school and succeed in postsecondary education or advanced training.
 - postsecondary transition programs that enable out-of-school youth and adults who lack a high school diploma to attain a high school equivalency diploma and succeed in postsecondary education.
 - programs that enable out-of-school youth and adults who are receiving public assistance, food stamps, or with family incomes at less than 200% poverty to obtain and retain employment.
 - workforce development programs including apprenticeship programs that combine literacy and career and technical education instruction, and career pathways that lead to sustainable employment.
 - transition for youth and adults returning to the community from incarceration.
 - pathways to citizenship and English language proficiency for limited English proficient language adults,
 - English language instruction and support for highly-skilled immigrants, refugees and asylees to reclaim their professional careers here in the United States.

- support for mature workers and senior citizens to enable them to stay out of poverty.
 - support for individuals with disabilities and their families including pathways to employment.
 - transition support for veterans and their families, including disabled veterans.
 - pathways tailored to the specific Literacy Zone including all ten pathways specifically related to the needs of the literacy zone. If a specific pathway is not included, there is a clear justification as to why.
- Describe the comprehensive support for families to increase literacy and English language proficiency in the home and fully involve parents with their children's education. Identify schools in the literacy zone receiving Title I support for parents and how funding from the Literacy Zone grant will enhance the parent involvement program in those schools.

6. Proposed Outcomes and Accountability (5 points)

- Complete the Performance Target Worksheet with the NRS Performance Targets that will be used to assess the effectiveness of the adult basic education and literacy program, referring to the NRS indicators on the website. Show how they are aligned with 2010-2011 Statewide targets for performance.
- Indicate a commitment to track adult basic education and literacy outcomes with ASISTS.
- Identify the staff dedicated to tracking Literacy Zone outcomes and how they will be funded.

7. Staff Development (5 points)

Describe the plan to ensure that:

- Describe how each instructional staff member in adult basic education and literacy programs will receive, at a minimum, ten hours of staff development per year.
- Front-line staff from organizations across the Literacy Zone will be trained so that they are knowledgeable about the Literacy Zone and comprehensive referral and service provided.
- Staff will be released to receive statewide training in building effective partnerships, postsecondary transition, providing instruction in reading using such programming as the U.S. Department of Education's Student Achievement in Reading (STAR) and the National Institute for Literacy's Applying Research in Reading instruction for Adults: First Steps for Teachers, providing instruction to adults in math, financial literacy, health literacy, and work readiness curricula.

8. Program Budget (20 Points)

Complete the Budget Form (FS-10) and Narrative for the **first year** of the proposed program. The budget narrative will be judged on reasonableness of costs, relevance to the proposed program, and allowability.

Performance Target Worksheet

Please complete the 2010-2011 targets.

Core Outcome Measures		
Educational Gain (Advancing an Educational Functioning Level):	2010-2011 State Targets	2010-2011 <u>Applicant's Targets</u>
<ul style="list-style-type: none"> • Adult Basic Education – Beginning Literacy • Adult Basic Education – Beginning Basic Education • Adult Basic Education – Intermediate Low • Adult Basic Education – Intermediate High • Adult Secondary Education – Low 	<p>52</p> <p>48</p> <p>45</p> <p>41</p> <p>48</p>	
<ul style="list-style-type: none"> • ESL – Beginning Literacy • ESL – low beginning EL • ESL – high beginning EL • ESL – low Intermediate EL • ESL – high intermediate EL • ESL – advanced EL 	<p>46</p> <p>62</p> <p>61</p> <p>53</p> <p>50</p> <p>46</p>	
<ul style="list-style-type: none"> • Received a GED or Secondary School Diploma (For Adult Secondary Education – High) 	<p>90</p>	
Other Goals <ul style="list-style-type: none"> • Entered Employment • Retained Employment • Entered Post-secondary Education or Training 	<p>90</p> <p>90</p> <p>90</p>	

**Program Component Worksheet
for
Traditional Adult Education Instruction**

Please indicate in the following table for the program type(s) to be offered, the projected number of students to be served and contact hours.

Program Type	Number of Students Projected for 2010-2011	Number of Contact Hours Projected for 2010-2011
Adult Basic Education (ABE)		
General Educational Development (GED) Test Preparation		
English for Speakers of Other Languages (ESOL)		
Family Literacy		
Total		

Literacy Zone Partner(s) Matrix

Use the attached Matrix to comprehensively describe the primary partners that are involved in planning and implementing the Literacy Zone. Substantive letters of intent or memoranda of understanding should be included in the application for each of these partners.

Categories of Primary Partners	List the Specific Partner Agencies or Schools	Name and Title of Person Representing Each Agency or School on the Literacy Zone Planning and Implementation	Role of the Partner
1. Education (early childhood through high school, postsecondary education and adulthood)			
2. Business and Labor			
3. Workforce Development and Local Economic Development, including one-stop career centers and affiliates, NYSDOL Bureau of Immigrants Rights case managers, and			

Categories of Primary Partners	List the Specific Partner Agencies or Schools	Name and Title of Person Representing Each Agency or School on the Literacy Zone Planning and Implementation	Role of the Partner
school business partnerships.			
4. Health and Mental Health, including health literacy programs and programs that provide a healthy start for children, and where appropriate, Promise Zones funded by the NYS Department of Mental Health			
5. Financial Institutions and Voluntary Income Tax Assistance (VITA) centers			
6. Public broadcasting, libraries, museums and cultural			

Categories of Primary Partners	List the Specific Partner Agencies or Schools	Name and Title of Person Representing Each Agency or School on the Literacy Zone Planning and Implementation	Role of the Partner
institutions			
7. Community agencies			
8. Not-for-Profit, volunteer organizations, and agencies that provide VISTA volunteers, service learning, tutoring, mentoring, or the use of licensed professionals as career models and mentors in the school system.			
9. Independent Living Centers and VESID-funded vocational rehabilitation programs			
10. Organizations that support			

Categories of Primary Partners	List the Specific Partner Agencies or Schools	Name and Title of Person Representing Each Agency or School on the Literacy Zone Planning and Implementation	Role of the Partner
returning veterans and their families, including disabled veterans			
11. Organizations that support incarcerated transition			
12. Agencies or organizations that support mature workers and senior citizens			
13. Other programs which support community collaborations			
14. Government			

Program Component Information Sheet

Use this form to outline the adult education programs that will be provided in the Literacy Zone.

Program Type	Location (county/borough)	Hours per week (per class)	Hours per year (per class)	Number of classes	Average Class Size

Statement of General Assurances

The chief administrative officer of the applying agency certifies that:

- The officer signing the application is officially empowered to act on behalf of the agency.
- The materials and information submitted with this proposal are accurate and represent the best estimate of the proposed program activities.
- The programs and/or services funded under the grant or contract will be provided at no cost to the students.
- For public agencies, program operation, documentation, reporting, teacher qualifications, and staff Development activities will be in accord with the Rules of the Board of Regents Chapter 168 of the Regulations of the Commissioner of Education and with the guidelines set forth in State program office requirements.
- For private agencies, program operation, documentation, reporting, teacher qualifications, and staff Development activities will be in accord with the Rules of the Board of Regents and Chapter 167 of the Regulations of the Commissioner of Education and with the guidelines set forth in State program office requirements.
- The agency will provide continuous supervision of the program and will retain responsibility for the maintenance of financial overview.
- Fire and liability insurance will be provided on all facilities to be used under this grant.
- The facilities that this project will occupy meet all applicable local fire and safety standards.
- Heating, lighting, and ventilation of instructional facilities will be conducive to learning.
- The agency will comply with appropriate federal education, vocational rehabilitation, and civil rights legislation.
- The grantee, if a private nonprofit agency, was incorporated prior to July 1, 2003.

The chief operating officer also certifies that the applying agency will comply with the requirements described in the Request for Proposals regarding:

- Sufficient intensity and duration;
- Staff development;
- High quality management information system; and
- If appropriate, GED preparation program requirements regarding the Official Practice Test (OPT) and referral to the GED test.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above requirements.	
Printed Name and Title of the Chief Administrative Officer	
Signature of the Chief Authorized Administrative Officer	Date
Agency Name	

New York State Education Department

Assurances for State and Federal Discretionary Program Funds

The following assurances 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.

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

New York State Assurances and Certifications: (For discretionary grant programs only.)

- Appendix A
- Appendix A-1G

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS

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.

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

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.

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.

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

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.

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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 Law.

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

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

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

by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) 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, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; 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 Appendix A, the terms of this Appendix A shall control.

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of 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 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245

Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

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

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) 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) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

June, 2006

APPENDIX A-1 G

General

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.nysed.gov/cafe/>.
- C. Variations in each budget category not exceeding ten percent (10%) or One Thousand Dollars (\$1,000.00) of such category, whichever is greater, may be approved by the Commissioner of Education. Any such variations shall be reflected in the final expenditure report and filed in the Office of the State Comptroller.

Terminations

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

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.



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New York State Office of the State Comptroller

Procurement and Disbursement Guidelines (G-Bulletins)

Bulletin Category:	Procurement & Contracting		
Bulletin Number:	G-079		
Date Issued:	8/22/88	Date Last Updated:	9/10/08
Bulletin Name:	Contracts with Non-Profit Organizations		

The purpose of this bulletin is to clarify the requirement for state agencies to provide charities registration information in connection with State contracts with charitable organizations. This bulletin supersedes Procurement and Disbursement Guidelines' Bulletin G-079 last updated January 31, 2006.

Article 7-a of the Executive Law requires, with certain exemptions¹, that charitable organizations must register with the Office of the Attorney General. In addition, the Estates, Powers and Trusts Law (EPTL) Section 8-1.4(s) requires that a charitable organization "shall not be qualified to make application for funds or grants or to receive such funds from any department or agency of the state without certifying compliance with" all applicable registration and filing requirements.

Effective immediately, when an agency submits to the Comptroller's Office a contract with a charitable organization, the agency must submit one of the following:

1. The organization's charitable registration number and written documentation from the Office of the Attorney General that the charitable organization is currently up-to-date with its Charities Registration. This information should be submitted with the vendor responsibility documents. The Charities Registration number must also be inserted in the "provisions" section of the AC-340 Contract Encumbrance form accompanying the contract; or
2. A statement from the contractor (charitable organization) that the organization is exempt pursuant to one of the categories indicated on the [Office of Attorney General's Request for Registration Exemption \(Schedule E\)](#). The statement must identify the specific category under which the charitable organization is exempt, and be submitted with the vendor responsibility documents.

To obtain written documentation of an organization's charities registration status, or if you have questions regarding the statutory requirements for registration, contact:

Office of the Attorney General
Bureau of Charities Registration

120 Broadway
New York, NY 10271-0332
(212)416-8402

email: charities.bureau@oag.state.ny.us

Web address:

<http://www.oag.state.ny.us/bureaus/charities/charities.html>

If you have questions regarding this bulletin, contact:

Office of the State Comptroller
Bureau of Contracts
110 State Street - 11th Floor
Albany, NY 12236
(518)474-3488

¹ Section 172-a of the Executive Law and Section 8.14 of the EPTL enumerate certain entities which are exempt from the registration requirements. These entities are listed on the Office of the Attorney General's Request for Registration Exemption (Schedule E).