

Communities of Color Nonprofit Stabilization Fund Request for Applications

Application deadline: September 30, 2016

BACKGROUND

In 2014, the Hispanic Federation (HF), Coalition for Asian American Children and Families (CACF) and New York Urban League (NYUL) formed an alliance to provide capacity-building support to Black, Latino and Asian-led community-based organizations (CBOs) throughout New York City's five boroughs. These three organizations, along with the Asian American Federation and Black Agency Executives, developed this initiative to generate new levels of support for the city's organizations. As a result, the New York City Council allocated \$2.5 million to establish the Communities of Color Nonprofit Stabilization Fund (CCNSF) in Fiscal Year 2015. This initiative has supported capacity building projects for over 150 nonprofit organizations to date. Thanks to the continued support from the New York City Council, we are pleased to announce the release of the Request for Applications (RFA) for a third round of awards.

The first New York City Council fund of its kind, CCNSF aims to build the capacity of New York City nonprofits, in recognition of the fact that organizations led by people of the community are best equipped to meet the needs of the community. CCNSF is also intended to promote learning among CBO leaders.

Applications will be reviewed and awards will be determined by the partner agencies in three separate funding streams, whose allocations were determined by U.S. Census data. An organization may apply to only **one** partner agency, even if it serves more than one ethnic group.

Awarded organizations will be expected to participate in three technical assistance seminars on the subject of organizational development, and may be visited by CCNSF staff and/or DYCD staff for project monitoring, to showcase progress and for delivery of additional technical assistance.

ELIGIBLE APPLICANTS

To be eligible for funding, organizations submitting applications must:

- Have tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and a history of at least three years as an incorporated nonprofit, including faith-based institutions.
- Be current in registration with the Charities Bureau of the New York State Office of the Attorney General.
- Be a New York City-based, direct social service organization that serves primarily (75%+) New York City residents (i.e. not an association or a re-granting or referral service).
- Experience serving and currently serving communities where 51% or more of the population are people of color.
- Demonstrated record of outreach to communities of color for recruitment of the executive director or CEO and members of the board of directors.
- Have an operating budget of at least \$150,000. Preference will be given to organizations with budgets under \$2 million.
- Demonstrated commitment to equal employment opportunities.
- Demonstrated commitment and capacity to deliver culturally competent services.

NEW YORK CITY COUNCIL REVIEW AND DYCD VETTING

All finalist organizations and consultants will be subject to a vetting process and database searches regarding any outstanding financial obligations, conflicts of interest or other disqualifying issues. Sources used for vetting purposes will include, but not be limited to the following::

I. Agencies

- Lexis Comprehensive Business Report (related entities, principals, tax warrants, liens, workers compensation violations, addresses)
- Lexis News Review (search for negative news)
- VENDEX (contract history with the City, cautions, performance evaluations)
- IRS Database (tax exempt status)
- New York State Department of State Corporations Database (incorporation status).
- New York State Tax Warrant Notice Database
- New York City Department of Buildings (location occupancy status)
- New York City Department of Health and Mental Hygiene: Group Child Care Services
 - (Day Care Center Inspections)
- Review of use of funds to ensure that monies are not used in any prohibited manner.
- Conflict of Interest forms
- Charities Exemption, if applicable and
- Authorization forms review

II. Consultants

- Lexis Comprehensive Business Report (related entities, principals, tax warrants, liens, workers compensation violations, addresses)
- Lexis News Review (search for negative news)
- Registration with State Attorney General's Office
- Google and Social Media
- Conflict of Interest forms

ELIGIBLE PROJECTS

The purpose of the CCNSF capacity-building program is to help organizations identify and address their most pressing organizational needs. Organizations can apply for funding in one of seven areas:

1. *Management information systems design and development:* This includes securing and/or designing software, and building related staff skills necessary for managing work more effectively (e.g., tracking client demographic data, service utilization, and progress toward outcomes).
2. *Financial management and planning:* This includes assessment, planning and development of financial systems, as well as staff skill building to improve reporting systems and enable organizations to identify the most cost-effective services.
3. *Evaluation and outcomes system development:* This includes efforts to implement systems to keep information related to client needs, referral sources, and services provided; implement systems to measure and/or service recipient satisfaction and/or service recipient outcomes; develop programmatic success measures; and develop evaluation capacity.

4. *Leadership development:* This includes leadership succession planning; creation and implementation of volunteer management/recruitment plan; management/leadership training for staff; training for board of directors; and creation of board policies.
5. *New program planning and development:* This includes conducting a needs assessment of community needs and assets, planning of new programs through research on effective practices, and staff development in support of the new initiatives.
6. *Strategy and organizational development:* This includes efforts to create a staff performance review process; create a strategic or operational/annual plan, create a communications or marketing plan; and create a fundraising or donor development plan.
7. *Collaboration and strategic alliances:* This includes efforts to establish partnership agreements, create action plans to collaborate with other agencies, and develop a plan for organizational mergers.

TOTAL AWARDS

Under this RFA, CCNSF will make awards of up to \$35,000. The awarded funds must be expended and all services must be completed by June 30, 2017, there are no exceptions to this requirement. The possibility of future awards is contingent on the New York City Council funding CCNSF in FY2018. Funding during one year of the program will not guarantee funding in subsequent years. However, successful implementation of a CCNSF grant may contribute to favorable consideration for renewed funding. In the event additional funding becomes available, organizations will have to re-apply with a new project.

Award decisions will be made by three allocations panels, each organized by one of the CCNSF partners (HF, CACF or NYUL). Each panel will be an independent and transparent 7-member body comprised of five voting members with expertise in philanthropy and capacity building, as well as non-voting representatives from each of the other CCNSF partners.

Awards will be subject to terms of the contract between the City of New York and Hispanic Federation, New York Urban League, or Coalition for Asian American Children and Families. Awardees will be required to enter into an Awardee Agreement with the organization to which they applied, and funds cannot be distributed to any awardee unless and until all contract requirements are met.

MONITORING AND AWARD RECIPIENT LEARNING ACTIVITIES

Awardee organizations will be required to submit monthly financial reports, a mid-year progress report in April 2017 and a final report in July 2017. During the award period, awardee organizations will also be expected to send at least two staff members to each of three seminars on organizational development topics. In addition, each awardee may be asked to host a site visit for CCNSF representatives to showcase progress and activities, as well as identify gaps or additional assistance needed.

EVALUATION CRITERIA

The strongest applications will be those that meet all or most of the following criteria:

- Project is focused and well defined.
- Need statement is compelling, relates to organizational effectiveness and fulfillment of mission, and addresses (when relevant) how increased capacity will enhance organization's ability to offer services in a culturally and linguistically competent manner. If you received an award in the last two years, briefly describe the project, results and any impact.
- Organization demonstrates linguistic and cultural capacity; a track record of providing culturally competent and language accessible services; an understanding of cultural and linguistic needs of population served; demonstrated and successful record of outreach to communities of color for recruitment of the executive director or CEO and members of the board of directors and a record of involving the community in the planning, implementation or promotion of programs.
- Staff and consultants leading the project must show the necessary qualifications and experience needed to implement the project successfully. Project includes a plan to sustain the newly developed capacity after the award period ends.
- Project identifies a clear and achievable timeline as well as outcomes and indicators of success.
- Plan identifies a reasonable process for measuring progress towards benchmarks and overall success of project.
- Project budget is clear and relates to the program design.
- Project budget costs are reasonable and revenue is sufficient to accomplish goals of the project.
- Consultant is chosen with the following considerations:
 - Consultants cannot be existing staff, or a current/former interns or family relatives of staff or board members
 - Consultant has been properly interviewed, references checked

APPLICATION

Please prepare the application using the following format:

I. Cover Sheet

Please complete or recreate the cover sheet provided as part of this RFA.

II. Narrative

The application narrative must not exceed 5 single-spaced pages (excluding cover page and attachments). Please number each page of the narrative and use 11-point Arial font, and 1" margins. In preparing your narrative please use the following outline:

A. About the Organization (half a page to 1 page)

- Date organization was established and incorporated
- Mission statement
- Brief overview of community served
- Brief overview of key programs and accomplishments
- How the organization meets each of the RFA's eligibility criteria

B. Need/Opportunity (half a page to 1 page)

- Describe the organizational issue or problem to be addressed, why it is important to undertake the proposed project at this time and the anticipated impact the project will have on the organization's clients. When relevant, describe how the project will increase organization's ability to deliver services in a culturally and linguistically competent manner. If you received an award in the last two years, briefly describe the project, results and any impact.
- For organizations with budgets over \$2 million, please describe your past investment in capacity building, project undertaken and the impact on your organization.

C. Goals, Activities and Timeline (one page)

- Describe the goals for the project
- Describe the project activities and how CCNSF funding will be used
- Describe the rationale for project activities
- Include a timeline of the project
- Describe how this project will help to advance the mission of the organization or achieve a broader goal

D. Outcomes (one page)

- What are the outcomes you hope to achieve through this capacity-building project and how will you know if your outcomes are achieved? What is your measure of success?

E. Organizational Capability and Project Sustainability (one page)

- Describe the organization's current and past record of providing services in a linguistically and culturally competent manner.
- Describe how the organization engages the community in planning, implementation and promotion of programs.
- Describe the key staff, board, volunteers and/or consultants to be involved in the proposed activity. Provide (as attachments) resumes and/or roles for key staff. If consultants have already been identified, provide justification. If consultants will be selected, include a list of desired qualifications and selection criteria.
- Describe how the capacity that the project develops will be sustained after the grant period.
- **Please Note:** It is preferable that applicants should consider hiring a nonprofit consultant. At the upcoming community briefings, we will provide you with a list of consultants, both non-profit and for profit that were used over the past two years. All proposed consultants must submit current documentation and will be vetted in the current year. **This list is not an endorsement of the consultants themselves or of the services they provide.**

III. Required Attachments

- Project budget and budget narrative: Please use the template provided as part of this RFA. Some general expense limitations include: (See attached sample awardee agreement for additional information on eligible expenses)
 - Salary expenses allocated to CCNSF may not exceed 30% of the project's awarded budget and are allowed only under the following two scenarios: 1) existing staff are delivering training or professional development for other staff to enhance the capacity of the nonprofit CBO and is currently not compensated for offering this training; 2) existing staff are participating in training and other existing staff have to cover programs so there is no disruption to services.
 - Fringe benefits are capped at 15% of the salary line item

- Computer hardware and software expenses are capped at 30% of the awarded budget. (No other capital expenses are allowed) The budget narrative should explain how amounts were calculated and include any necessary details to illustrate how the award funds would be used. Please use attached template (downloadable).
- If consultants have already been identified, attach the following documents:
 - Resume
 - EIN/Social Security Number
 - Contact Information
 - Conflict of Interest Disclosure Certification – Exhibit B (Attachment)
 - Client List
 - Description of consultant appropriateness/ Rationale for choosing the consultants
- IRS determination letter
- Proof of registration with the New York State Office of the Attorney General (Attached)
- List of board of directors and senior officers, and the affiliations, race and ethnicity of each member
- MOCS Doing Business Form
Download: <http://on.nyc.gov/1wA3jxz>
- MOCS Conflict of Interest Disclosure and Compliance Certification
Download: <http://on.nyc.gov/1xErOJc>
- Agency budget for current fiscal year
- Key program staff resumes; and consultant qualifications or description of qualifications (if applicable)
- Organization's most recent financial audit. If prior to 2013, also provide a preliminary report for 2013 and budget analysis YTD with variance. If the organization does not have an audit, please submit the most recent internal financial statements and/or IRS form 990 and also provide an explanation, in the cover sheet, of why there is no audit.

HOW TO SUBMIT YOUR APPLICATION – Please submit your application to only one partner

A copy of your complete application can be submitted by email in one (1) PDF file to one (1) CCNSF partner no later than **5:00 p.m. Eastern Time, September 30, 2016**.

Applications submitted by mail must be post marked on or before **September 30, 2016**.

Any applications received after the stated time and date will not be considered.

FOR APPLICATION SUBMISSIONS AND ADDITIONAL INFORMATION

Coalition for Asian American Children & Families

rfa.ccnsf@cacf.org (Application Submission)

David Aguilar at daquilar@cacf.org or 212-809-4675 x108

Hispanic Federation

Almirca Santiago at asantiago@hispanicfederation.org or 212-233-8955

New York Urban League

CommunitiesofColorFund@nyul.org (Application Submission)

Victor Valentine, vvalentine@nyul.org or 212.926.8000 ext. 124

Community Briefings

Potential applicants are strongly encouraged to attend any of the Community Briefings listed below to learn more about the grant and the application process:

Thursday, September 8, 2016 at 10:00 am
Asian American Federation
120 Wall Street, 9th Floor, New York, NY 10005
RSVP: RSVP@aafederation.org

Friday, September 23, 2016 at 2:00 pm
Queens (venue TBA)
RSVP: RSVP@aafederation.org

APPLICATION PACKET CHECKLIST

- ☐ Cover sheet
- ☐ Application narrative
- ☐ Project budget and budget narrative
- ☐ IRS determination letter
- ☐ Proof of registration with the New York State Office of the Attorney General
- ☐ List of board of directors, officers, and affiliations
- ☐ Agency budget for current fiscal year
- ☐ MOCS Doing Business Form
- ☐ Key program staff resumes
- ☐ Description of proposed consultant qualifications
- ☐ If Consultant (s) are used, must submit consultant resumes, description of consultant qualifications and conflict of interest forms/Exhibit B

IMPORTANT DATES

Request for Applications Released	August 25, 2016
Deadline for Application Submissions	September 30, 2016
Grant Awards Announced	November 8, 2016
Interim Report Due	March 15, 2017
Services Delivered/Funds Expended By	June 30, 2017
Final Report Due	July 7, 2017

SAMPLE AWARDEE AGREEMENT

SEE ATTACHMENT

Nonprofit Stabilization Fund Application Cover Sheet

Legal Name:

Other Names Used:

EIN #:

Website:

Legal Address:

Executive Director:

Executive Director Email Address:

Contact Person/Title:

Email Address:

Phone Number:

Location (s) of Services:

Organizational Budget:

City Council District:

«LetterDate»
«FullName»
«ProfessionalTitle»
«OrgName»
«StreetAddr»
«CityStateZip»

Re: Capacity Building Allocation Award Agreement Number «LogNo»

Dear «Name»:

The [NSF PARTNER] is pleased to inform you that it has awarded «OrgLegalName» (“the Awardee”) a Communities of Color non-profit stabilization fund Allocation Award of \$«ApprovedAmt» (the “Award” or “Award Funds”), in accordance with the following terms and conditions (“Agreement”). The purpose of the Award is to support capacity building efforts in the area of «Funding area», as described in the approved proposal and budget (“the Program”) attached hereto as **Exhibit 1**.

1. This Agreement shall commence on «GrantTermBeginDate», and, unless earlier terminated as provided in this Agreement, terminate on June 30, 2017 (the “Term”).

2. The Awardee hereby agrees that the Awardee will sign and return this Agreement to [NSF PARTNER] within thirty (30) days of being informed of the Award. The Awardee acknowledges and agrees that if a signed Agreement is not received by [NSF PARTNER] within the allotted timeframe, Awardee’s Award will be rescinded and Awardee will not be entitled to receive any Award Funds.

3. The Awardee hereby expressly acknowledges and agrees that, notwithstanding any term or condition of this Agreement to the contrary, the [NSF PARTNER] shall have no obligation to make any payment or reimbursement to the Awardee in connection with any activities which occur subsequent to June 30, 2017.

4. By countersigning this Agreement, the Awardee represents and warrants to the [NSF PARTNER] that the Awardee has registered with and made all required filings and updates to the Charities Bureau of the New York State Office of the Attorney General, or is so exempt; that the Awardee is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), as amended; and that the Awardee has been so exempt for a period of at least three (3) years preceding the date of Awardee’s application.

5. The amount awarded to the Awardee hereunder has been determined by reference to the Program. The Awardee’s expenditures of the Award Funds granted herein shall be made solely in accordance with the approved budget provided to the [NSF PARTNER] by the Awardee, which is incorporated herein by reference. Any changes in the budget must be approved in writing in advance by the [NSF PARTNER].

6. The Awardee hereby agrees that the Award Funds may not be used for capital projects or improvements, the purchase of equipment (except for software and hardware as specifically provided herein), community programs or services, overhead or indirect costs, or seeding special events unrelated to capacity building or fundraising.

Human Services Standard Contract
FY17 – Single Discretionary \$100,000 and Over

7. The Awardee agrees to act in good faith and to diligently pursue the goals of the Program within the Term of this Agreement.

8. If Awardee wishes to use a consultant not on the list of consultants provided by [NSF PARTNER], Awardee will need DYCD's prior written approval. Awardee will submit the request to [NSF PARTNER], including the consultant or consultant organization's name, Employee Identification Number ("EIN"), a Conflict of Interest form, consultant's resume or consulting organization's profile and the rationale for selection. [NSF PARTNER] in turn will submit that information to DYCD for approval. Awardee will be informed of approval or disapproval by [NSF PARTNER].

9. Awardee acknowledges and understands that any and all funds awarded under this Agreement may be revoked and repayment may be required if the Awardee comes under investigation by any City, State or federal agency; or in the event any other integrity findings come to light indicating that Awardee is not an appropriate recipient of Award Funds; or if Awardee does not provide satisfactory or timely documentation of its expenditure of the Award Funds.

10. Awardee acknowledges, understands, and agrees that the terms of its Award and this Agreement are subject to the terms of the agreement between the City of New York and [NSF PARTNER].

I. REPORTING REQUIREMENTS

11. The Awardee hereby agrees:

(a) to use these funds solely to advance charitable, scientific, literary or educational purposes as defined by Section 170(c)(2)(B) of the Code;

(b) to use these funds solely for capacity building projects and purposes in accordance with the Program;

(c) to maintain adequate financial records consistent with generally accepted accounting practices and to retain such records for at least six (6) years after the conclusion of the Agreement period;

(d) to be bound by any confidentiality provisions set forth in the Agreement between DYCD and the [NSF PARTNER];

(e) to return:

(i) any portion of the Award and interest thereon which are not used;

(ii) any portion of the Award and interest thereon which are not used for the purpose of this Program; or

(iii) any portion of the Award not fully and accurately accounted for in the Awardee's expense reports to the [NSF PARTNER].

(f) to use the expense reporting form attached hereto as **Exhibit 2** to request reimbursement of Award Funds on a schedule to be mutually agreed upon by the parties, together with backup documentation. In addition, Awardee shall submit a progress report in April 2017 and a final report in July 2017 detailing Awardee's expenditure of Award Funds and progress made towards the goals of the Program;

(g) to use the Award Funds to employ only those consultants on the list provided by the [NSF PARTNER], unless Awardee obtains DYCD's prior written approval to use another consultant;

(h) to use the Award Funds for software and hardware purchases for management information systems design and development solely related to capacity building projects and purposes, provided that

such purchases do not exceed 30% of the total Program budget;

(i) to use the Award Funds for staff compensation purposes, solely related to capacity building projects and purposes, provided that such staff compensation does not exceed 15% of the total Program budget, and is paid only in the following situations:

(i) existing staff is called upon to deliver (a) training(s) or (a) professional development service(s) for other staff in order to enhance the capacity of the organization, and said staff is not currently compensated for offering such service(s); or

(ii) existing staff must do additional work or cover programs for other existing staff who are participating in trainings related to the Project so as to prevent disruption of services;

(j) to use the Award Funds for fringe costs of staff compensation solely related to capacity building projects and purposes, provided that such fringe costs do not exceed 15% of the percentage spent on staff compensation (e.g., 15% of the 15% staff compensation cap).

(k) to allow the [NSF PARTNER] and DYCD, each at its discretion, to publish information regarding the Program and the Awardee;

(l) to require its key staff to attend at least three (3) technical assistance trainings conducted and/or designed by the [NSF PARTNER] during the Term of the Agreement, and to provide appropriate release time to said staff to attend said sessions;

(m) to provide to DYCD a copy of any public statement or press release concerning the Program at least two (2) business days prior to release;

(n) to provide to the [NSF PARTNER] and DYCD at least two (2) business days advance notice of any publication funded by the Award Funds;

(o) to acknowledge the support of the [NSF PARTNER] and the City of New York in the beginning of any publication (including film and electronic publications) referring to or resulting from the Award Funds, as follows: "Supported [in part] by funds from [NSF PARTNER], the City of New York, and the Department of Youth and Community Development";

(p) to grant to the [NSF PARTNER] and DYCD each a worldwide, irrevocable, fully-paid-up, and nonexclusive license, in perpetuity, to reproduce, prepare derivative works of, adapt, modify, enhance, distribute, perform, display, and publish materials developed by the Awardee in all media that are funded in whole or in part by the Award Funds, whether now or hereafter known (the "Materials");

(q) to allow the [NSF PARTNER], the City of New York, DYCD staff or their representatives to conduct evaluations and audits of the Program and to require reports on adopted changes and improvements on operational processes, which may involve visits to observe, review, and discuss the Awardee's operations, financial records and other materials connected with the Program; and

(r) to permit the [NSF PARTNER] and DYCD and its authorized representatives including the New York City Comptroller, the Inspector General for DYCD and the New York City Department of Investigation, or their designees, or other interested federal, State or City agency representatives, to be present at the program site(s) to conduct site visits, evaluations and audits, and to observe, review and discuss the work and activities being performed in connection with this Agreement.

II. CONFLICTS OF INTEREST

12. Awardee shall maintain and adhere to a Conflict of Interest Policy that includes, at a minimum, the following provisions:

(a) A definition of the circumstances that constitute a conflict of interest;

(b) Procedures for disclosing a conflict of interest;

(c) A requirement that the person with the conflict of interest not be present at or participate in the Board of Directors or committee deliberation or vote on the matter giving rise to such conflict;

(d) A prohibition against any attempt by the person with the conflict to influence improperly the deliberation or voting on the matter giving rise to such conflict;

(e) A requirement that the existence and resolution of the conflict be documented in the Awardee's records, including in the minutes of any meeting at which the conflict was discussed or voted upon; and

(f) A requirement that each member of the Board of Directors submit a signed acknowledgment as to the statement referenced in paragraph 14, and that Awardee will retain such records for inspection or audit.

13. The Awardee will submit to the Contracting Partner its Conflict of Interest Policy.

14. The Conflict of Interest Policy shall require that each member of the Board of Directors shall complete, sign and submit to the Board Secretary a written statement identifying, to the best of the member's knowledge, any entity of which such member is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Awardee has a relationship, and any transaction in which the Awardee is a participant and in which the member might have a conflicting interest. If no conflict of interest exists, each member of the Board of Directors will submit an attestation affirming such. The Board Secretary shall provide a copy of all completed statements to the chair of the audit committee or, if there is no audit committee, to the Board Chairperson.

15. The Awardee shall comply with all laws, rules, and regulations applicable to its performance hereunder. Failure to comply shall entitle the [NSF PARTNER] to suspend its payment obligations hereunder or to terminate this Agreement.

III. INSURANCE

16. If the Awardee proposes to or uses any Award Funds to hold events, meetings or programs at which members of the general public may be in attendance:

(a) The Awardee shall obtain all required insurance coverage, as set forth below, from insurers licensed by the New York Superintendent State of Insurance to do business in the State of New York. The Awardee shall submit to the [NSF PARTNER] evidence of the insurance specified herein, together with such supporting documentation as requested in writing by the [NSF PARTNER]. The Awardee shall arrange with its carrier(s) to have the [NSF PARTNER] and DYCD each appear as an additional insured party on every policy and certificate of insurance for all required coverage. The [NSF PARTNER] and DYCD each reserve the right to request and obtain from the Awardee copies of said policies.

(b) The Awardee shall obtain comprehensive general liability ("CGL") insurance coverage for property damage and personal injury, including death and disease, caused directly or indirectly by any negligent act(s) of commission or omission of the Awardee and/or the Awardee's agents, servants, employees, directors, officers, elected or appointed officials, members, subcontractors, subcontractor employees, volunteers, invitees, licensees, designees, assigns, or any other representatives. The Awardee's liability limit in the CGL insurance coverage for personal injury, including death and disease, shall be not less than one million US dollars (\$1,000,000.00) per occurrence, and the liability limit for property damage shall be not less than \$1,000,000.00 per occurrence. The Awardee shall maintain this level of insurance throughout the Term of this Agreement. The [NSF PARTNER] reserves the right, upon written notice to the Awardee, to modify or revise the amounts of insurance required to be maintained by the Awardee pursuant to this paragraph 16.

IV. AWARD FUND PAYMENTS

17. Once Awardee has submitted all required paperwork and subject to the terms and conditions of the agreement between the City of New York and the [NSF PARTNER], an advance on the Award Funds in an amount of no more than 25% will be available for the Awardee directly through [NSF PARTNER].

18. Awardee will be required to submit documentation of expenses accounting for any amounts advanced to it pursuant to Paragraph 17 in accordance with the procedures set out in Paragraph 11. Additional payments beyond any advance will be made to Awardee only upon the submission of expense reports of projected expenses, to be followed no later than four (4) weeks by all supporting bills, vouchers, and receipts showing actual expenditure of the amounts advanced. However, the final 10% of the Award Funds will be disbursed only upon full reconciliation by [NSF PARTNER] of all expense reporting by Awardee.

19. Awardee acknowledges, understands and agrees that it will receive an advance of Award Funds or reimbursement of expenses exclusively from [NSF PARTNER] and will not look to DYCD or the City of New York for any such payments.

V. AWARDEE'S REPRESENTATIONS AND CONVENANTS

20. The Awardee and the [NSF PARTNER] do hereby confess, consent, acknowledge, stipulate, agree, and covenant that each party to this Agreement shall be solely and exclusively responsible for each party's own acts and omissions, as well as for the acts and omissions of each party's own agents, servants, employees, directors, officers, elected or appointed officials, members, contractors, contractor employees, subcontractors, subcontractor employees, volunteers, invitees, licensees, designees, assigns, or any other representatives. The Awardee shall protect, defend, indemnify, and hold harmless the [NSF PARTNER], the City of New York and DYCD and from and for any and all claims, damages, and any and all other forms of liability arising from, or in connection with, any negligent or willful act(s) of commission and/or omission of the Awardee and/or the Awardee's agents, servants, employees, directors, officers, elected or appointed officials, contractors, contractor employees, subcontractors, subcontractor employees, volunteers, invitees, licensees, designees, assigns, or any other representatives, or which arise from the Awardee's failure to comply with the terms of this Agreement.

21. This Agreement may be terminated by either party with thirty (30) days' prior written notice. Following termination of this Agreement, the [NSF PARTNER], the City of New York and DYCD shall have no obligation to pay the Awardee after said date of termination.

22. This is the entire agreement between the Awardee and the [NSF PARTNER] concerning the subject matter hereof and may be modified and waived only by a written agreement between the Awardee and the [NSF PARTNER], and subject to DYCD's prior approval. The Awardee acknowledges that it is not relying on any representation of the [NSF PARTNER], except as set forth in this Agreement, and that no representations the NYUL may have made in the past survive. The failure of the [NSF PARTNER] at any time to require performance of the Awardee of any provision of this Agreement shall in no way or manner affect the right of the [NSF PARTNER] to require performance of the Awardee of that provision or of any other provision of this Agreement. Any waiver by the [NSF PARTNER] of any breach of any

provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

23. The Awardee agrees that all work to be performed under this Agreement shall be in accordance with and subject to the terms conditions and provisions set forth in the Agreement between DYCD and the [NSF PARTNER].

24. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York, without reference to any conflict of laws principles, and represents the entire understanding of the parties.

25. The Awardee agrees that nothing contained herein shall create any contractual relationship between the Awardee and the City of New York or DYCD. In the event that the Agreement between DYCD and the [NSF PARTNER] is terminated, nullified, or rendered unenforceable for any reason, neither the City of New York nor DYCD are under any obligation to provide funding to the Awardee.

26. The parties to this Agreement are independent contractors. No partnership or joint venture, nor any principal-agent or employer-employee relationship, is intended to be created by this Agreement. Furthermore, it is expressly understood that by awarding these Award Funds, the [NSF PARTNER] has no obligation to provide additional or future funding to the Awardee.

27. This Agreement shall be binding upon, and inure solely to the benefit of the parties, their successors, and their permitted assigns. The Awardee shall not assign this Agreement, or any part of its obligations hereunder. The [NSF PARTNER] may assign all or part of its obligations and rights hereunder subject to DYCD's prior approval. This Agreement shall not confer any rights or remedies upon any person or entity other than the [NSF PARTNER], the Awardee, and their respective permitted assigns.

28. All notices, expense reports, progress reports, or other writings required by this Agreement should be submitted to the [NSF PARTNER] at [ADDRESS] to the attention of [CONTACT].

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Please signify the Awardee's understanding and acceptance of the foregoing terms of this Agreement by arranging for this letter to be countersigned below by an authorized official of the Awardee and thereafter returning the executed original of this letter to the [NSF PARTNER], keeping a copy for your records.

Sincerely,
[NSF PARTNER]

By: _____
[AUTHORIZED AGENT]
[TITLE]

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST HEREINABOVE WRITTEN

«OrgLegalName»

By: _____

«PDFullName»

«PDProfessionalTitle»

ACKNOWLEDGMENT BY
[NSF PARTNER]

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this _____ day of _____ 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY [AWARDEE]

STATE OF NEW YORK)

:ss:

COUNTY OF _____)

On this _____ day of _____ 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds

Non - Profit Stabilization Fund FY 2017 Budget Summary

Agreement ID #: _____

Grantor _____

Grantee _____

Address: _____

Tel #: _____ **Fax #:** _____

Claim Period From: 1/1/2017 **Through:** 6/30/2017

Account Code	Budget Category	Budget Amount
1100	Salaries and Wages	
1200	Fringe Benefits	
2100	Consultants	
3000	OTPS	

BUDGET AMOUNT

Description of Budget Categories: Claimed expenses must be within described categories.		
Code	Category	Description:
1100	Salaries and Wages	Staff salaries are capped at 30% of the total budget.
1200	Fringe Benefits	Fringe Benefits cannot exceed 30% of salary allocation (may include Worker's Compensation, Disability, Unemployment Insurance, Medical, Life & Pension.)
2100	Consultants	Individuals, with specific skills, retained to perform limited programmatic tasks or to complete program related projects on a temporary and/or limited basis, where the tasks or projects cannot be accomplished by the contractor's staff. The services provided by the Consultant must be related to the program work scope described in the Consultant Agreement Form. Consultant's resume must be submitted. City Council requires no more than 60% of your total budget can be applied to a private, for-profit consultant. There is no percentage cap on non-profit consultants.
3000	OTPS	Refers to programmatic expenses other than Salaries, Fringe Benefits or Non-Staff Services (e.g. admission fees, seminars, workshops). Any hardware/software purchases are limited to 30% of your total budget. Limits to hardware and software relates to the capacity building initiative (eg. accounting and fundraising software).

Salary and Wages / Consultant Details

1100 - Salaries and Wages

# Positions	Position Title	Amount
	Total	

1200 - Fringe Benefits

	Description	Amount
	Total	

2100 - Consultants

Consultant Name	Description of Services	Amount
	Total	

3000 - OTPS

Category	Description/Purpose	Amount
	Total	

Budget Narrative

(NOTE: The Budget Narrative is the justification of 'how' and/or 'why' a line item helps to meet the program deliverables.)

Capacity Building Project Description:

Salaries/Wages

Total:

Fringe Benefits:

Total:

Consultants:

Total:

OTPS:

Total:



**Mayor's Office of
Contract Services**

Bill de Blasio
Mayor

Lisette Camillo
City Chief Procurement Officer and Director of Contract Services

253 Broadway, 9th Floor
New York, NY 10007

212 788 0001 tel
212 788 0049 fax

New York State Charities Bureau Filing Certification

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, WILL RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____ (authorized officer), being a duly authorized officer of this corporation, certify that _____ (legal name of organization), submitted the attached annual filing for the fiscal year ending ____/____/____ (date) to the New York State Attorney General's Office, Charities Bureau on ____/____/____ (date). The information submitted has been verified and continues to the best of my knowledge to be full, complete and accurate. I understand that the City of New York will rely on the information supplied in this certification to determine compliance with New York State laws.

Required Attachments

(please check all that were submitted)

- ☐ Copy of check or money order dated ____/____/____ that paid the total of all applicable filing fees
- ☐ CHAR500
- ☐ IRS 990, IRS 990-EZ or IRS 990-PF
- ☐ Financial Statements *(check only one)*
- ☐ Financial Statements Reviewed by a Certified Public Accountant *(If organization received \$100,001 to \$250,000 in annual support and revenues within the fiscal year)*
- ☐ Financial Statements Independently Audited by a Certified Public Accountant *(If organization received more than \$250,000 in annual support and revenues within the fiscal year)*

Legal Name of Vendor

Phone Number

Vendor's Address

City / State / Zip Code

Signature of Authorized Officer / Date

Print Name / Title of Signer

Email

Vendor's EIN

Submit signed Certification with all attachments to the Mayor's Office of Contract Services

Attn: Lishawn Alexander | CBO Analyst | Fax: (212) 312-0997 | Email: cbo@cityhall.nyc.gov



Printed on paper containing 30% post-consumer material.



**Mayor's Office of
Contract Services**

Bill de Blasio
Mayor

Lisette Camilo
City Chief Procurement Officer and Director of Contract Services

253 Broadway, 9th Floor
New York, NY 10007

212 788 0001 tel
212 788 0049 fax

Conflict of Interest Disclosure and Compliance Certification

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No Conflict of Interest: Except as otherwise fully disclosed below (attach additional pages as needed), the Vendor affirms, to the best of its knowledge, information and belief, that no City Elected Official, nor any person associated with any City Elected Official, is an employee, Director or Trustee, Officer or consultant to/of, or has any financial interest, direct or indirect, in the organization, or has received or will receive any financial benefit, directly or indirectly, from the organization or from this funding. For purposes of this certification, "associated" persons include: a spouse, domestic partner, child, parent or sibling of a City Elected Official; a person with whom a City Elected Official has a business or other financial relationship, including but not limited to employees of a City Elected Official and/or a spouse, domestic partner, child, parent or sibling of such employees; and each firm in which a City Elected Official has a present or potential interest.

NOTE: THE VENDOR IS ENCOURAGED TO DISCLOSE ANY CONNECTION TO A CITY ELECTED OFFICIAL THAT COULD CREATE AN APPEARANCE OF A CONFLICT OF INTEREST, REGARDLESS OF WHETHER IT MEETS THE LISTED DEFINITIONS.

Incorporation: Vendor is incorporated under NYS Not-for-Profit Corp. Law (☒ one) ☐ Yes ☐ No (explain below)

Explain corporate status if you are not incorporated under NPCL:

NOTE: INFORMATION CONCERNING THE VENDOR'S CORPORATE STATUS WILL BE USED BY THE CITY TO VERIFY COMPLIANCE WITH APPLICABLE REQUIREMENTS FOR CHARITIES REGISTRATION, PAYMENT OF TAXES AND OTHER LEGAL MANDATES AND THIS CONTRACT WILL NOT BE ENTERED INTO UNLESS THE VENDOR IS IN COMPLIANCE.

Name of Vendor

Signature of Authorized Official/Date

Vendor's Address

Print Name/Title of Signer

City, State, Zip Code

Vendor's EIN

Sworn to before me this ____ day of _____, 20____

Notary Public





**New York City Council Discretionary Funding
Conflicts of Interest Disclosure**

Legal Name of Organization

POSSIBLE CONFLICTS OF INTEREST WITH CITY ELECTED OFFICIALS AND THEIR ASSOCIATES

Report personal and financial relationships between all City Elected Officials, persons or firms associated with the City Elected Official, and the organization and its staff that could give rise to an actual conflict of interest or the appearance of a possible conflict of interest.

City Elected Official: Ch.68, S.2601(10)

- New York City Mayor, Comptroller, Public Advocate, Borough President or Council Member

"Associated" Person or Firm: Ch68, S. 2601.5

- Spouse, Domestic Partner, Child, Parent, Sibling of a City Elected Official:
- Person with whom the public servant has a business or other financial relationship
- Firms in which the City Elected Official has a present or potential interest
- Employees of the Sponsoring Council Member and / or Spouse, Domestic Partner, Child, Parent, Sibling of Such Employees

Connection to Organization Including:

- Organization's Employee, Board Member, Director, Trustee, Officer or Consultant of the organization
- Persons with a direct or indirect financial interest in the organization
Persons who have received or will receive any direct or indirect financial benefit from the organization or from this funding

Attach additional sheets as needed.

This MUST be signed and sent in even if you have no conflicts to disclose.

	Name, Title, Position of City Official or Associated Person	Name, Title, Position and Relationship of Person with Organization
	Sample Disclosure: <i>Council Member Chris Marks</i>	Sample Disclosure: <i>Council Member Marks serves on our board of directors</i>
	Sample Disclosure: <i>Carol Smith, Council Member Marks' Chief of Staff</i>	Sample Disclosure: <i>Carol Smith, Chief of Staff to Council Member Marks, is one of our paid consultants</i>
	Sample Disclosure: <i>Jake Jock, Council Member Marks' Deputy Chief of Staff</i>	Sample Disclosure: <i>Jake Jock's son owns the business that supplied equipment to a baseball team that we sponsored</i>
1	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>

Authorized Official:

Signature

Date

Print Name

Title

**CITY OF NEW YORK
EXHIBIT B COVERSHEET
CONSULTANT / SUBCONTRACTOR APPROVAL FORM FOR DISCRETIONARY CONTRACTS**
Column on left denotes party responsible for completion of each section.

CONTRACT INFORMATION

AGENCY

Agency:	Unit/Div:
FMS Contract No.:	EPIN:
Contractor Name:	EIN/SSN:
Contract Value:	Registration Date:
Contract Description:	

CONSULTANT / SUBCONTRACTOR INFORMATION

If more than 4 consultants / subcontractors need approval please attach additional sheets.

CONTACTOR

Name:	Disclosure Attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Phone:	Fax:	
Address:	City: New York	State/Zip: NY
EIN/SSN:	E-Mail:	
Description of Agreement:		
Value of Agreement:	Start Date:	End Date:
Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	
Description of Agreement:		
Value of Agreement:	Start Date:	End Date:
Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	
Description of Agreement:		
Value of Agreement:	Start Date:	End Date:
Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	
Description of Agreement:		
Value of Agreement:	Start Date:	End Date:

AGENCY APPROVAL

AGENCY

Date of Receipt:	Date sent to City Council:
Final Agency Approval: Granted <input type="checkbox"/> Denied <input type="checkbox"/>	City Council Approval: Granted <input type="checkbox"/> Denied <input type="checkbox"/>
Signature:	Date:



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CITY OF NEW YORK
EXHIBIT B
Conflict of Interest Disclosure Certification

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Name of Consultant / Subcontractor

Signature of Consultant or Authorized Officer / Date

Vendor's Address

Print Name / Title of Signer (if not Consultant)

City / State / Zip Code

Consultant / Subcontract EIN / TIN

Phone Number

Email Address

Sworn to before me this ____ day of _____, 20 ____.

Notary Public



Printed on paper containing 30% post-consumer material