

2012-2013
SPORTING EVENTS CONCESSIONS
for
RAVENA-COEYMANS-SELKIRK
CENTRAL SCHOOL DISTRICT
(2012-2013 School Year)

If you are not presenting a proposal, place an "x" in the appropriate box and return this page only to the address set forth in this letter:

We are unable to bid at this time because _____

We request removal of our name from the mailing list for this title.

Name of Company: _____

Printed of Typed Name: _____

Title: _____ **Date:** _____


CHECKLIST OF PROPOSAL SUBMITTAL REQUIREMENTS


The following checklist is intended to acquaint the bidder with all items or information that must be submitted with the proposal. Failure to submit any item may result in rejection of the proposal.

1. *Business Establishment/Service Facilities Requirements?* Yes No

2. *Prior Contract Experience?* Yes No

3. *References?* Yes No

4. *Financial Statement of the poration?* Yes No

5. *Staffing & nnel Biographies?* Yes No

6. *Insurance Policy* Yes No

RFP NO. 20120816

**REQUEST FOR PROPOSALS
FOR
Concessions for Sporting Events**

Ravena-Coeymans-Selkirk Central School District

PROPOSAL SUBMISSIONS ADDRESSED TO:

Ravena-Coeymans-Selkirk Central School District
Diane T. Malecki, School Business Administrator
P.O. Box 100
Ravena, New York 12143
(518) 756-5200 ext. 6000
dmalecki@rcscsd.org

for in person pick up
15 Mountain Road
Ravena, New York 12143

TIMETABLE OF KEY EVENTS:

See Section 1.3 of this RFP for further information.

Event:

RFP Release Date:	August 9, 2012
Letter of Intent	August 9, 2012
Final Date for Receipt of Written Questions:	August 13, 2012
Official Responses to Questions:	August 14, 2012
Proposal Due Date and Time	August 16, 2012 at 11:00 am
Evaluation & Selection	August 17, 2012
Notification of Award	August 21, 2012
Contract Term	September 1, 2012 through June 30, 2013

Note:

INQUIRIES:

See Section 5.1 of this RFP for procedures and requirements.

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Section 1. Introduction

1.1 Purpose

"The Ravena-Coeymans-Selkirk Central School District seeks proposals for to provide concessions for school district Fall, Winter and Spring Varsity and Junior Varsity sporting events during the 2012-2013 school year.

1.2 Background

The Ravena-Coeymans-Selkirk Central School District is seeks to provide concessions for all Varsity and Junior Varsity Fall, Winter and Spring sporting events that take place during the 2012-2013 school year.

1.3 Key Events/Dates

RFP Release Date:	August 9, 2012
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1.4 Definition

Unless further defined below, terms have the meanings set forth in this document.

“Supplier” Section 2.2 - Vendors who provide bidder with materials and supplies to operate concessions.

“Business Establishment” Section 2.1 - Space needed for concessions at the sporting events at Ravena-Coeymans-Selkirk Central School District.

“Service Facilities” Section 2.1 - Equipment needed for concessions at the sporting events at Ravena-Coeymans-Selkirk Central School District.

Section 2. Technical Requirements

2.1 Qualification of Bidder

- Business Establishment and Service Facilities Requirements
- Prior Contract Experience (*List prior completed work of a similar nature*)
- References
- Financial Statement of the Corporation
- Staffing & Personnel Biographies
- Insurance Policy Coverage

2.2 Certification Requirements

- Supplier certification acknowledging level of support
- Compliance to national or industry standards

- Certificate of Insurance naming Ravena-Coeymans-Selkirk Central School District as additionally insured with the following limits
 - Maximum = \$3,000,000
 - Per incident = \$1,000,000
- All certifications required for operation in New York State including but not limited to:
 - Department of Health Certification
 - Resale Certificate

2.3 Other Technical Requirements

- Bidder to provide all equipment/materials & supplies necessary to support concessions or Ravena-Coeymans-Selkirk Central School District will charge based on "Use of Facilities" fee schedule in place at time of contract. (See Section 8 – Attachments)
- All equipment must meet certifications required by state and/or federal regulations
- Use of any Ravena-Coeymans-Selkirk Central School District equipment/facilities will be charged at the "GROUP III" rate detailed in the "Section 8 - Attachments"

Section 3. Cost Requirements

Bidder will understand that this proposal is to include \$2,000 initial payment to the Ravena-Coeymans-Selkirk Central School District as well as a detailed explanation of the percentage of Gross Sales that will be given to the Ravena-Coeymans-Selkirk Central School District at the close of each sporting event.

Event based detail will include but not be limited to a profit and loss statement of all revenue received in and expenses paid for each event.

Section 4. Contractual Terms and Conditions

4.1 Appendix A (Standard Clauses for NYS Contracts)

The terms of Appendix A, Standard Clauses for New York State Contracts attached hereto, are hereby incorporated into this RFP and any resulting contract. The contractor is required to adhere to the clauses in Appendix A which include the Omnibus Procurement Act and the MACBRIDE Fair Employment Principles.

4.2 Appendix B (General Specifications)

The terms of Appendix B, General Specifications, attached hereto, are hereby incorporated into this RFP and any resulting contract and shall govern any situations not covered by this RFP or Appendix A.

- The following terms are deleted from Appendix B for this procurement:
- The following modifications are made to Appendix B for this procurement:

4.3 Contract Period and Renewal

The anticipated term of the contract shall be ten (10) months commencing on September 1, 2012.

If mutually agreed between the Ravena-Coeymans-Selkirk Central School District and the contractor, the contract may be extended under the same terms and conditions for an additional period not to exceed twelve (12) months.

4.4 Cancellation

See "Executory Clause" in Appendix A and "Suspension of Work" and "Cancellation" in Appendix B.

Cancellation for Convenience: The Ravena-Coeymans-Selkirk Central School District retains the right to cancel the contract without reason provided that the Contractor is given at least 30 days written notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

4.5 Contractor Assurances

The Bidder and subsequent Contractor warrants that it has carefully reviewed the needs of the State for the Ravena-Coeymans-Selkirk Central School District, as described in the RFP and its attachments and otherwise communicated in writing by the District to the Bidder and subsequent Contractor, that it has familiarized itself with the District's specifications, and it warrants that it can provide such services as described in the RFP and as represented in its Proposal.

The Bidder and subsequent Contractor agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State and local laws, rules and regulations now or hereafter in effect.

The Bidder and subsequent Contractor warrants and affirms that the terms of the RFP and any resultant contract do not violate any contracts or agreements to which it is a party and that its other actual obligations will not adversely influence its capabilities to perform under the contract.

4.6 Procedures for Amendments

See "Modification of Contract Terms" in Appendix B.

Any request by the contractor for changes or amendments in any part of the contract shall be made in writing to the Ravena-Coeymans-Selkirk Central School District

4.7 Price Adjustments

Prices shall be firm for the initial term of the contract. Upon renewal, the contractor may apply for an adjustment in contract price based upon changes in the Producer Price Index from start of initial contract for Code 35-3022 as published by the U.S. Dept. of Labor, Bureau of Labor Statistics.

Any increase will not take effect until formal approval is received from the New York State Office of State Comptroller and Contractor notified accordingly. In the event of extreme increases in price, the State reserves the right to terminate this contract in its entirety upon thirty (30) days written notice to contractor.

4.8 Interpretation & Disputes

Litigation

4.9 Period of Validity

Each Offeror's Proposal must include a statement as to the period during which the provisions of its proposal will remain valid. A minimum of six (6) months from the Closing Date for Receipt of Proposals is required.

4.10 *Minority and Women-owned Business Equal Employment Opportunities and Goals*

See Section 8 and Appendix A

4.11 *Liquidated Damages*

If the Contractor fails to complete services in accordance with specifications or within the times specified herein it is understood, and the Bidder and subsequent contractor hereby agrees, that the amount of 1% percent of the contracted value per day up to the value of contracted equipment and services shall be added to the monies due the Ravena-Coeymans-Selkirk Central School District for each intervening calendar day, not as a penalty, but as liquidated damages. However, the Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Contractor (Acts of God, the public enemy, fires, floods, freight embargoes, etc.).

4.12 *Conformance to RFP*

Any exceptions or objections to the terms, conditions, and requirements of this RFP, including any SAMPLE CONTRACT included as an Appendix C are governed and are to be submitted in accordance with the "Extraneous Terms" clause in Appendix B. Bidders are cautioned that any such exception or objections may render their bid non-responsive.

Section 5. Administrative

5.1 *Inquiries*

All inquiries concerning this solicitation should be addressed to the following:

Ravena-Coeymans-Selkirk Central School District
Diane T. Malecki, School Business Administrator
15 Mountain Road
Ravena, New York 12143
(518) 756-5200 ext. 6000
dmalecki@rcscsd.org

All questions should be submitted in writing, citing the particular proposal section and paragraph number. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will be annexed to and become part of the resultant contract.

5.2 *Submission of Proposals*

See "Bid Submission" in Appendix B.

All proposals and accompanying documentation will become the property of the Ravena-Coeymans-Selkirk Central School District and will not be returned. The content of each bidder's proposal will be held in strict confidence during the bid evaluation process, and no details of any proposal will be discussed outside the evaluation process. The successful bidder's proposal and a copy of the specification will be made part of the contract. Therefore, an official authorized to commit the company to a contract must sign the proposal.

5.3 *Facsimile Bids*

Will not be accepted.

5.4 District's Rights to Proposals

By submitting a proposal, the bidder covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. Ravena-Coeymans-Selkirk Central School District has the following prerogatives with regard to proposals submitted:

- to accept or reject any or all proposals;
- to correct any arithmetic errors in any or all proposals;
- to change the proposal's due date upon appropriate notification to all prospective bidders;
- to adopt any or all of a successful bidder's proposal;
- to negotiate with the selected bidder prior to contract award.
- begin contract negotiations with another bidder should the State of New York be unsuccessful in negotiating a contract with the selected contractor within 45 calendar days.

Section 6. Proposal Format and Content

6.1 Overview

This section identifies the information that all bidders must include in their proposals to Ravena-Coeymans-Selkirk Central School District. Three (3) original proposals with original signatures must be submitted otherwise the proposal will be disqualified.

For the purposes of evaluation, each proposal must be submitted in two (2) parts. Part I consists of the Technical submittal. Part II consists of the Cost submittal. Each part must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently and that the Technical submittal can be made strictly on the basis of its merits. Cost information is **not** to be included in Part I. Both parts must be **sealed separately**.

The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may subject the respondent to outright disqualification. It is in the best interests of the respondent to become familiar with the constraints imposed on its proposal so that the evaluation process can proceed in a timely manner.

Note that proposals are subject to New York State procurement rights as detailed in Section 5.4 and all rules set forth in this and other sections of this RFP.

ALL PROPOSALS MUST BE COMPLETED IN INK OR MACHINE PRODUCED. PROPOSALS SUBMITTED HAND WRITTEN IN PENCIL WILL BE DISQUALIFIED. The Issuing Office prefers that the proposals not be hand written, but this is not mandatory provided the respondent uses ink or an indelible pen.

6.2 General Requirements and Appearance

The 'Request For Proposal' for the Concessions at the Ravena-Coeymans-Selkirk Central School District will be submitted no later than August 16, 2012 at 11:00 am. The contractor will submit three (3) originals of Part I and Part II with original signatures to the address noted in Section 5.1 'Inquiries'.

6.3 Technical Submittal Requirements (Part I)

Part I of the proposal consists of documentation clearly defining the process that will be used by the contractor to provide the concessions for all Fall, Winter and Spring Varsity and Junior Varsity sporting events held at the Ravena-Coeymans-Selkirk Central School District. In addition, a detailed explanation of the space needed and the equipment that the contractor will use to provide the concessions for the Ravena-Coeymans-Selkirk Central School District shall be presented as part of the Technical Submittal.

6.4 District Earnings Submittal Requirements (Part II)

Part II of the proposal consists of the District earnings proposal that sets forth the payments and the revenues that the District is to receive from requested concession services. The District earnings submission should be complete, accurate, well-documented and in the format required. District earnings information is not to be included in the Part I Technical Submittal. All District earnings must be inclusive of all earnings potential or incidental earnings anticipated for proper performance under this contract. Each of the three (3) copies to be submitted must have an original signature.

Section 7. Proposal Evaluation Criteria

7.1 Method of Award

All proposals received shall be subject to an evaluation by Ravena-Coeymans-Selkirk Central School District administration and Board of Education. Ravena-Coeymans-Selkirk Central School District desires to select the bidder who will provide the "best value" taking into consideration the most beneficial combination of qualifications, services and cost and who has met the requirements of this RFP. Only proposals judged to be responsive to the submission requirements set forth in this RFP will be evaluated.

The Technical and Cost sections of each Bidder's proposal will be evaluated separately. Administration and the Board of Education will review the two evaluations and make the contract selection. The criteria against which each proposal will be evaluated are described below.

After completion of the Technical and Cost Evaluation, a composite score will be assigned to each proposal with the Technical score weighted at 40 points and Earnings score weighted at 60 points.

The basis for award will be the highest composite score.

7.2 Technical Submittal Evaluation

- Concessions to be provided
- Method of presentation
- Space necessary to provide concessions
- District facilities and equipment use specifications

7.3 Earnings Submittal Evaluation

- Agreement to 'Initial' payment
- Percentage of Gross Revenues to be paid to the District
- Potential donations to the District
- Other sources of earnings to present to the District

Section 8. Attachments

Non-Collusive Bidding Certification

Article 15-A (Sections 310, 311 and 312) PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS with link to additional Sections at the Laws of New York website.

Department of Labor for 'Prevailing Wage Rates' for SOC Code 35-3022 Counter Attendants, Cafeteria, Food Concession, and Coffee Shop

Ravena-Coeymans-Selkirk Central School District Facilities Use Fee Schedule

NON-COLLUSIVE BIDDING CERTIFICATION

Required by Section 139-D of the State Finance Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

Subscribed to under penalty of perjury under the laws of the State of New York, this ___ day of _____, 20__ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES LEGAL RESIDENCE

_____	_____
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President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Street Address: _____

City, Town, etc. _____

Telephone: _____ **Title:** _____

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation Legal name of person, firm or corporation

By _____ By _____
(Name) (Name)

Title

Street Address Street Address

City and State City and State

Executive

* ARTICLE 15-A

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS

Section 310. Definitions.

- 311. Division of minority and women's business development.
- 311-a. Minority and women-owned business enterprise statewide advocate.
- 312. Equal employment opportunities for minority group members and women.
- 312-a. Study of minority and women-owned business enterprise programs.
- 313. Opportunities for minority and women-owned business enterprises.
- 313-a. Diversity practices of state contractors.
- 314. Statewide certification program.
- 315. Responsibilities of contracting agencies.
- 316. Enforcement.
- 316-a. Prohibitions in contracts; violations.
- 317. Superseding effect of article with respect to state law.
- 318. Severability.

* NB Expires December 31, 2016

Executive

* § 310. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Certified business" shall mean a business verified as a minority or women-owned business enterprise pursuant to section three hundred fourteen of this article.

2. "Contracting agency" shall mean a state agency which is a party or a proposed party to a state contract or, in the case of a state contract described in paragraph (c) of subdivision thirteen of this section, shall mean the New York state housing finance agency, housing trust fund corporation or affordable housing corporation, whichever has made or proposes to make the grant or loan for the state assisted housing project.

3. "Contractor" shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract.

4. "Director" shall mean the director of the division of minority and women's business development in the department of economic development.

5. "Large county" shall mean a county having a population in excess of two hundred eighty-five thousand according to the most recent federal decennial census, provided however, that a county having a population in excess of two hundred eighty-five thousand according to the nineteen hundred eighty federal decennial census shall continue to be a large county thereafter notwithstanding a later census showing a population of less than two hundred eighty-five thousand for such county.

6. "Metropolitan area" shall mean a city with a population of one million or more and a county having a population in excess of one million and immediately contiguous to such city.

7. "Minority-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

(a) at least fifty-one percent owned by one or more minority group members;

(b) an enterprise in which such minority ownership is real, substantial and continuing;

(c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;

(d) an enterprise authorized to do business in this state and independently owned and operated;

(e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and

(f) an enterprise that is a small business pursuant to subdivision twenty of this section.

8. "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

(a) Black persons having origins in any of the Black African racial groups;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;

(c) Native American or Alaskan native persons having origins in any of the original peoples of North America.

(d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

9. "Utilization plan" shall mean a plan prepared by a contractor and submitted in connection with a proposed state contract. The utilization plan shall identify certified minority or women-owned business enterprises, if known, that have committed to perform work in connection with the proposed state contract as well as any such enterprises, if known, which the contractor intends to use in connection with the contractor's performance of the proposed state contract. The plan shall specifically contain a list, including the name, address and telephone number, of each certified enterprise with which the contractor intends to subcontract.

10. "Office" shall mean the division of minority and women's business development in the department of economic development.

11. "State agency" shall mean (a) (i) any state department, or (ii) any division, board, commission or bureau of any state department, or (iii) the state university of New York and the city university of New York, including all their constituent units except community colleges and the independent institutions operating statutory or contract colleges on behalf of the state, or (iv) a board, a majority of whose members are appointed by the governor or who serve by virtue of being state officers or employees as defined in subparagraph (i), (ii) or (iii) of paragraph (i) of subdivision one of section seventy-three of the public officers law:

(b) a "state authority," as defined in subdivision one of section two of the public authorities law, and the following:

Albany County Airport Authority;

Albany Port District Commission;

Alfred, Almond, Hornellsville Sewer Authority;

Battery Park City Authority;
 Cayuga County Water and Sewer Authority;
 (Nelson A. Rockefeller) Empire State Plaza Performing Arts
 Center Corporation;
 Industrial Exhibit Authority;
 Livingston County Water and Sewer Authority;
 Long Island Power Authority;
 Long Island Rail Road;
 Long Island Market Authority;
 Manhattan and Bronx Surface Transit Operating Authority;
 Metro-North Commuter Railroad;
 Metropolitan Suburban Bus Authority;
 Metropolitan Transportation Authority;
 Natural Heritage Trust;
 New York City Transit Authority;
 New York Convention Center Operating Corporation;
 New York State Bridge Authority;
 New York State Olympic Regional Development Authority;
 New York State Thruway Authority;
 Niagara Falls Public Water Authority;
 Niagara Falls Water Board;
 Port of Oswego Authority;
 Power Authority of the State of New York;
 Roosevelt Island Operating Corporation;
 Schenectady Metroplex Development Authority;
 State Insurance Fund;
 Staten Island Rapid Transit Operating Authority;
 State University Construction Fund;
 Syracuse Regional Airport Authority;
 Triborough Bridge and Tunnel Authority.
 Upper Mohawk valley regional water board.
 Upper Mohawk valley regional water finance authority.
 Upper Mohawk valley memorial auditorium authority.
 Urban Development Corporation and its subsidiary corporations.

(c) the following only to the extent of state contracts entered into for its own account or for the benefit of a state agency as defined in paragraph (a) or (b) of this subdivision:

Dormitory Authority of the State of New York;
 Facilities Development Corporation;
 New York State Energy Research and Development Authority;
 New York State Science and Technology Foundation.

12. "State assisted housing project" shall mean, for such projects which receive from the New York state housing finance agency, the affordable housing corporation, the housing trust fund corporation or the division of housing and community renewal a grant or loan for all or part of the total project cost:

(a) a "permanent housing project for homeless families" or "project" as defined in subdivision five of section sixty-four of the private housing finance law;

(b) a "project" as defined in subdivision twelve of section one thousand one hundred one of the private housing finance law provided said project is located in a large county and consists of more than twelve residential units at a single site;

(c) "affordable home ownership development programs" or "project" as defined in subdivision eight of section one thousand one hundred eleven of the private housing finance law provided said project is located in a metropolitan area as herein defined and consists of more than twelve residential units at a single site;

(d) a "turnkey/enhanced rental project" or "project" as defined in subdivision two of section one thousand one hundred six-a of the private

housing finance law;

(e) "infrastructure improvements" as defined in subdivision two of section one thousand one hundred thirty-one of the private housing finance law, to the extent that such "infrastructure improvements" are applied for in connection with a state assisted housing project as defined in paragraphs (a) through (d) of this subdivision and provided further that the applicant for such infrastructure improvements and for such state assisted housing project are identical.

13. "State contract" shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars, whereby a contracting agency is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; (b) a written agreement in excess of one hundred thousand dollars 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; and (c) a written agreement in excess of one hundred thousand dollars 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.

14. "Subcontract" shall mean an agreement providing for a total expenditure in excess of twenty-five thousand dollars for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property or improvements thereon for the beneficial use of the contractor.

15. "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

(a) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;

(b) an enterprise in which the ownership interest of such women is real, substantial and continuing;

(c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;

(d) an enterprise authorized to do business in this state and independently owned and operated;

(e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and

(f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any contract or any goal, set by an agency

or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

16. "Statewide advocate" shall mean the person appointed by the commissioner to serve in the capacity of the minority and women-owned business enterprise statewide advocate.

17. "Commissioner" shall mean the commissioner of the department of economic development.

18. "Lessee" shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a lease with a state agency as defined in subdivision eleven of this section, or a respondent in conjunction with the award of such a lease or a proposed lessee with a state agency as defined in subdivision eleven of this section.

19. "Personal net worth" shall mean the aggregate adjusted net value of the assets of an individual remaining after total liabilities are deducted. Personal net worth includes the individual's share of assets held jointly with said individual's spouse and does not include the individual's ownership interest in the certified minority and women-owned business enterprise, the individual's equity in his or her primary residence, or up to five hundred thousand dollars of the present cash value of any qualified retirement savings plan or individual retirement account held by the individual less any penalties for early withdrawal.

20. "Small business" as used in this section, unless otherwise indicated, shall mean a business which has a significant business presence in the state, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the director, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto. The director may issue regulations on the construction of the terms in this definition.

21. "The 2010 disparity study" shall refer to the disparity study commissioned by the empire state development corporation, pursuant to section three hundred twelve-a of this article, and published on April twenty-nine, two thousand ten.

22. "Diversity practices" shall mean the contractor's practices and policies with respect to:

(a) utilizing certified minority and women-owned business enterprises in contracts awarded by a state agency or other public corporation, as subcontractors and suppliers; and

(b) entering into partnerships, joint ventures or other similar arrangements with certified minority and women-owned business enterprises as defined in this article or other applicable statute or regulation governing an entity's utilization of minority or women-owned business enterprises.

* NB Expires December 31, 2016

Executive

* § 311. Division of minority and women's business development. 1. The head of the division of minority and women's business development shall be the director who shall be appointed by the governor and hold office at the pleasure of the commissioner. It shall be the duty of the director of the division of minority and women's business development to assist the governor in the formulation and implementation of laws and policies relating to minority and women-owned business enterprises.

2. The director may appoint such deputies, assistants, and other employees as may be needed for the performance of the duties prescribed herein subject to the provisions of the civil service law and the rules and regulations of the civil service commission. The director may request and shall receive from any department, division, board, bureau, executive commission or agency of the state such assistance as may be necessary to carry out the provisions of this article.

3. The director shall have the following powers and duties:

(a) to encourage and assist contracting agencies in their efforts to increase participation by minority and women-owned business enterprises on state contracts and subcontracts so as to facilitate the award of a fair share of such contracts to them;

(b) to develop standardized forms and reporting documents necessary to implement this article;

(c) to conduct educational programs consistent with the purposes of this article;

(d) to review periodically the practices and procedures of each contracting agency with respect to compliance with the provisions of this article, and to require them to file periodic reports with the division of minority and women's business development as to the level of minority and women-owned business enterprises participation in the awarding of agency contracts for goods and services;

(e) on January first of each year report to the governor and the chairpersons of the senate finance and assembly ways and means committees on the level of minority and women-owned business enterprises participating in each agency's contracts for goods and services and on activities of the office and effort by each contracting agency to promote employment of minority group members and women, and to promote and increase participation by certified businesses with respect to state contracts and subcontracts so as to facilitate the award of a fair share of state contracts to such businesses. The comptroller shall assist the division in collecting information on the participation of certified business for each contracting agency. Such report may recommend new activities and programs to effectuate the purposes of this article;

(f) to prepare and update periodically a directory of certified minority and women-owned business enterprises which shall, wherever practicable, be divided into categories of labor, services, supplies, equipment, materials and recognized construction trades and which shall indicate areas or locations of the state where such enterprises are available to perform services;

(g) to appoint independent hearing officers who by contract or terms of employment shall preside over adjudicatory hearings pursuant to section three hundred fourteen of this article for the office and who are assigned no other work by the office;

(h) notwithstanding the provisions of section two hundred ninety-six of this chapter, to file a complaint pursuant to the provisions of section two hundred ninety-seven of this chapter where the director has knowledge that a contractor may have violated the provisions of paragraph (a), (b) or (c) of subdivision one of section two hundred ninety-six of this chapter where such violation is unrelated, separate or distinct from the state contract as expressed by its terms; and

(i) to streamline the state certification process to accept federal and municipal corporation certifications.

4. The director may provide assistance to, and facilitate access to programs serving certified businesses as well as applicants to ensure that such businesses benefit, as needed, from technical, managerial and financial, and general business assistance; training; marketing; organization and personnel skill development; project management assistance; technology assistance; bond and insurance education assistance; and other business development assistance. In addition, the

director may, either independently or in conjunction with other state agencies:

(a) develop a clearinghouse of information on programs and services provided by entities that may assist such businesses;

(b) review bonding and paperwork requirements imposed by contracting agencies that may unnecessarily impede the ability of such businesses to compete; and

(c) seek to maximize utilization by minority and women-owned business enterprises of available federal resources including but not limited to federal grants, loans, loan guarantees, surety bonding guarantees, technical assistance, and programs and services of the federal small business administration.

* NB Expires December 31, 2016

Executive

* § 312. Equal employment opportunities for minority group members and women. 1. All state contracts and all documents soliciting bids or proposals for state contracts shall contain or make reference to the following provisions:

(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. For purposes of this article 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.

(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.

2. The contractor will include the provisions of subdivision one of this section in every subcontract, except as provided in subdivision six of this section, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract.

3. The provisions of this section shall not be binding upon contractors or subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate or distinct from the state contract as expressed by its terms.

4. In the implementation of this section, the contracting agency 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 law and if such duplication or conflict exists, the contracting agency shall waive the applicability of this section to the extent of such duplication or

conflict.

5. The director shall promulgate rules and regulations to ensure that contractors and subcontractors undertake programs of affirmative action and equal employment opportunity as required by this section. Such rules and regulations as they pertain to any particular agency shall be developed after consultation with contracting agencies. Such rules and regulations may require a contractor, after notice in a bid solicitation, to submit an equal employment opportunity program after bid opening and prior to the award of any contract, and may require the contractor or subcontractor to submit compliance reports relating to the contractor's or subcontractor's operation and implementation of any equal employment opportunity program in effect as of the date the contract is executed. The contracting agency may recommend to the director that the director take appropriate action according to the procedures set forth in section three hundred sixteen of this article against the contractor for noncompliance with the requirements of this section. The contracting agency shall be responsible for monitoring compliance with this section.

6. The requirements of this section shall not apply to any employment outside this state or application for employment outside this state or solicitations or advertisements therefor, or any existing programs of affirmative action regarding employment outside this state and the effect of contract provisions required by subdivision one of this section shall be so limited.

* NB Expires December 31, 2016

Additional information on Article 15-A can be found at the following link:

<http://public.leginfo.state.ny.us/LAWSSEAF.cgi?QUERYTYPE=LAWS+&QUERYDATA=@SLEXCOA15-A+&LIST=LAW+&BROWSER=EXPLORER+&TOKEN=55707733+&TARGET=VIEW>

SOC Code	Title	Employment	Mean	Annual Wages (\$)			Experienced** >
				Median	Entry *		
35-3021 (socdescrip.asp?soc=35-3021)	Combined Food Preparation and Serving Workers, Including Fast Food	9,020	\$18,560	\$18,120	\$17,020	\$19,330	
35-3022 (socdescrip.asp?soc=35-3022)	Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	2,300	\$18,450	\$18,250	\$17,160	\$19,100	
35-3031 (socdescrip.asp?soc=35-3031)	Waiters and Waitresses	8,100	\$20,560	\$18,540	\$17,010	\$22,340	
35-3041 (socdescrip.asp?soc=35-3041)	Food Servers, Nonrestaurant	910	\$20,010	\$18,290	\$16,760	\$21,630	
35-9011 (socdescrip.asp?soc=35-9011)	Dining Room and Cafeteria Attendants and Bartender Helpers	1,330	\$19,210	\$18,270	\$17,070	\$20,280	
35-9021 (socdescrip.asp?soc=35-9021)	Dishwashers	1,760	\$18,250	\$18,200	\$17,110	\$18,830	
35-9031 (socdescrip.asp?soc=35-9031)	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	990	\$19,610	\$18,640	\$16,900	\$20,970	
SOC Code	Title	Employment	Mean	Median	Entry *	Experienced** >	
37-0000 (socdescrip.asp?soc=37-0000)	Building and Grounds Cleaning and Maintenance Occupations	17,540	\$26,660	\$23,720	\$18,640	\$30,670	
37-1011 (socdescrip.asp?soc=37-1011)	First-Line Supervisors of Housekeeping and Janitorial Workers	890	\$42,290	\$40,520	\$30,790	\$48,050	
37-1012 (socdescrip.asp?soc=37-1012)	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers	270	\$42,430	\$39,490	\$31,080	\$48,110	
37-2011 (socdescrip.asp?soc=37-2011)	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	10,160	\$26,120	\$23,670	\$19,270	\$29,540	
37-2012 (socdescrip.asp?soc=37-2012)	Maids and Housekeeping Cleaners	2,700	\$21,210	\$19,650	\$17,010	\$23,300	

Source: Occupational Employment Statistics Survey

* Entry wage: The mean (average) of the bottom third of wages in an occupation.

**Experienced wage: The mean (average) of the top two-thirds of wages in an occupation.

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**Ravena–Coeymans–Selkirk Central School District
15 Mountain Road, P.O. Box 100, Ravena, NY 12143**

**Fee Schedule for Use of School Facilities
Effective July 1, 2012**

- GROUP I School Related Groups**
Examples: Booster Groups; Student Clubs; PTO/PTA's; BOCES;
Music Associations for Students.
- GROUP II Community Groups within RCS**
Examples: Recreation Groups; Fire Departments ; Local Youth Groups;
Athletic Groups.
- GROUP III Non-Resident/Non District Groups**
Examples: Groups not located within the RCS School

FACILITY	GROUPS I	GROUP II	GROUP III
Classroom	No Charge	\$7/hr.	\$ 40.00/hr.
Auditoriums	No Charge	\$20/hr.	\$ 125.00/hr. + \$50 A/C
Lobbys	No Charge	\$5/hr.	\$30.00/hr.
Cafeteria **	No Charge	\$20/hr.	\$100.00/hr.
Library	No Charge	\$15/hr.	\$100.00/hr.
Gym	No Charge	\$20/hr.	\$175.00/hr.
Wrestling Room	No Charge	\$6/hr.	\$50.00/hr
Athletic Fields	No Charge	\$12/hr.	\$100.00/hr. + \$50 lights
Parking Lot	No Charge	\$5/hr.	\$20.00/hr.

Special Event or Tournament Set-up Fee - To be determined on a case by case basis

- * All groups will incur fees when additional costs are incurred by the district such as custodial overtime.
 - ** Use of kitchens will incur additional charge to cover cost of food service personnel.
- Note: The above fees will be reviewed annually.