



Division of Local Government Services

Local Government Efficiency Grant Program Request for Applications RFA # 21-CREG-48

Grant Application and Instructions

Citizens Re-Organization Empowerment Grant (CREG) Program

KEY DATES

RFA Release Date:	November 29, 2021
Questions Due Dates:	Third Wednesday of every month
RFA Updates & Responses to Questions Posted Dates:	Fourth Wednesday of every month
Application Due Dates:	First Wednesday of every month, at 4:00pm.
Contact:	Kyle Wilber, Program Manager New York State Department of State Division of Local Government Services One Commerce Plaza 99 Washington Avenue, Suite 1015 Albany, New York 12231

Review of these applications will occur each month.

Local Government Citizens Re-Organization Empowerment Grants requesting expedited assistance, as defined herein, will be reviewed as they are submitted.

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I. Citizens Re-organization and Empowerment Grant Information

The Local Government Efficiency (LGe) program, administered by the New York Department of State Division of Local Government Services, provides financial and technical assistance to local governments for planning and implementation activities necessary for the re-organization of municipal government and government functions. The LGe program provides the opportunity for local government officials to examine and implement new initiatives that can help reduce the growth in municipal expenses and introduce new efficiencies in the delivery of services.

The Local Government Citizens Re-Organization Empowerment Grant (CREG) program [State Finance Law (SFL), section 54(10)(q)] is one of three funding programs within LGe available to local governments. Specifically, the CREG program can assist local governments with: 1) the dissolution or consolidation of a local government entity in accordance with General Municipal Law (GML), Article 17-A; or 2) the establishment of a new coterminous town-village, that operates principally as either a town or a village (but not as both) in the place of a former town and a former village. The term “local government entities” includes most general purpose local governments and special improvement districts [SFL section 54(10)(q)(i)].

NOTE: Local governments (other than towns created and villages incorporated on or before December 31, 2017) that complete a municipal re-organization project as defined above will be eligible for the Citizens Empowerment Tax Credit (CETC) pursuant to State Finance Law, section 54(10)(p). This funding is a separate source of additional **annual** aid and is awarded in amounts equal to 15% of the combined amount of real property taxes levied by all of the cities with populations of less than one million, towns, and villages that participated in the reorganization. Any such additional annual aid provided by a CETC shall not exceed one million dollars. A municipality receiving CETC aid must use at least 70% of such aid for property tax relief, and the balance of such aid for general municipal purposes.

Smart Growth Impacts

The Department of State is considered an “infrastructure agency” for the purposes of Article 6 of the Environmental Conservation Law, the State Smart Growth Public Infrastructure Policy Act. Under this legislation, no state infrastructure agency shall approve, undertake, support or finance a public infrastructure project, including providing grants, awards, loans or assistance programs, unless, to the extent practicable, the project is consistent with statutory smart growth principles. Smart Growth encourages community planning and development in priority economic growth areas where water and sewer infrastructure are available; encourages redevelopment of existing community centers; and protects important natural and historic resources, including water quality. If any funds received from a CREG would be used for any public infrastructure project that supports local government reorganization, applicants must describe how the project would meet the Smart Growth criteria listed in the application.

Minority and Women's Business Enterprise Development

Article 15-A of the New York State Executive Law authorized the creation of a division of Minority and Women's Business Enterprise Development to promote employment and business opportunities on state contracts for minorities and women. State agencies have been charged with establishing business participation goals for minorities and women. For purposes of this procurement, the Department of State hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-

Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).

Applicants must submit the MWBE Compliance Form with their application. Additional information may be found in Appendix D.

If your project is selected for an award, you will be required to comply with all the contractual requirements, including demonstrating that a good faith effort is made to meet the goals for certified MWBE firm participation as stated in your contract and in accordance with Article 15-A of the Executive Law.

If an applicant chooses to move forward with a project prior to any award announcement, they are responsible for meeting M/WBE requirements established by the State of New York.

II. Application Information

Eligible Applicants

"Local government entities," as defined by the State Finance Law Article 4-A and General Municipal Law Article 17-A, are eligible to apply for assistance under CREG. These include towns, villages, fire districts, special improvement districts or other improvement districts, library districts, and other districts created by law. For this grant program, local government entities shall not include school districts, city districts or special purpose districts created by counties under county law.

Eligible Projects

"Local government re-organization," pursuant to State Finance Law Article 4-A means the consolidation or dissolution of a local government entity in accordance with Article 17-A of the General Municipal Law; or the making of the boundaries of a town and village coterminous, any time after July 1, 2012, where such coterminous town-village operates principally as a town or as a village but not as both a town and a village. A local government entity may submit one or all of the following:

1) Re-Organization Planning

Developing consolidation agreements or dissolution plans requires considerable data gathering, analysis, and discussion to understand the current services and responsibilities of each involved local government entity. A re-organization planning project must include an examination of the financial impact of reorganization on all involved local governments, an assessment of potential management and service delivery changes, a review of potential impediments related to re-organization, and a list of recommended steps to complete the re-organization, as well as an inventory of other efficiency options if the re-organization is not completed. A re-organization plan or agreement provides the blueprint for the disposition of a local government entity's property, services, and obligations. A sample re-organization work plan is described in Appendix C.

2) Re-Organization Implementation

Implementation activities pursuant to a dissolution plan or consolidation agreement will be eligible for funding if determined, either by the governing board or by citizen referendum, that re-organization is in the best interests of the local government entity and its residents.

3) Expedited Re-Organization Assistance

A referendum on the question of local government re-organization is required when the electors of a local government entity file a petition pursuant to Article 17-A of the General Municipal Law. Local government entities that receive such a petition are eligible to apply for Expedited Re-Organization Assistance to cover costs associated with the development and dissemination of information to the electors prior to the required referendum.

Municipal Resolutions

To be eligible for a CREG award, all involved municipalities are required to include a resolution confirming the governing board's support for the application. Resolutions must be included with the application. Applications without resolutions will be deemed incomplete and will not be considered for funding. For information regarding the content of resolutions, you may refer to Appendix B. **Note:** If the local government

entity has been petitioned and is applying for Expedited Re-Organization Assistance, the resolution does not need to be provided with the application but will be required prior to contract execution.

Project Funding

The maximum cumulative CREG Award for a local government re-organization shall not exceed \$100,000.

Funding may be awarded as follows:

- Awards for re-organization planning shall not exceed \$50,000.
- Awards for re-organization implementation shall not exceed \$50,000.
- Awards for expedited re-organization assistance shall not exceed \$25,000. Cumulative awards for expedited re-organization assistance and re-organization planning shall not exceed \$50,000.

All grants are reimbursement grants. In order for awardees to receive full funding, the findings from any re-organization studies/plans must be presented to the public and such re-organization studies/plans must be adopted by the governing board(s).

Project Match

Applicants are required to provide matching funds for all projects.

- For a re-organization **planning or study** grant, matching funds equal to at least 50% of the **total project cost** shall be required. However, upon subsequent implementation of the re-organization **plan or study**, the original required local matching funds for developing the plan or study will be refunded, through a future contract, except for 10% of the total cost of activities under the previously approved and completed grant work-plan for the plan or study.
- For a re-organization **implementation** project, matching funds equal to at least 10% of the **total project cost** shall be required.
- For a re-organization **planning** grant that receives **expedited** assistance, matching funds equal to at least 10% of the **total project cost** shall be required.

Eligible Expenses

Local Government Citizens Re-Organization Empowerment Grants may be used to cover direct costs including, but not limited to:

- Legal and professional consultant services;
- Capital improvements integral to the implementation of a local government re-organization;
- Expenses for certain transitional personnel for a period not to exceed three years and only where such expenses are essential to the implementation of a local government re-organization; and
- Equipment purchases integral to the implementation of a local government re-organization.

All expenses (including match) must be incurred within the term of the contract.

Ineligible Expenses

- Any expenses not fully justified and deemed ineligible by DOS, which will be eliminated from the budget, thereby reducing the award amount;

- Recurring local government expenses such as salaries, utilities, and overhead, outside of approved or authorized appropriate transitional personnel essential for project implementation;
- Contingency expenses;
- Indirect expenses;
- Any expenditures funded through the Local Government Efficiency Program (LGe), Citizens Reorganization Empowerment Grant (CREG), Financial Restructuring Board (FRB), Municipal Restructuring Fund (MRF), or any other New York State grant programs; and,
- Additional expenses including, but not limited to: alcohol, out-of-state or out-of-country travel, prizes and awards, honoraria, lobbying expenses, fund-raising events/expenses, grant writing costs, fines and penalties, taxes, deficit funding, religious activities and refreshments for meetings.

III. Preparing an Application

Getting Started

Applications are being solicited through the New York State Department of State Division of Local Government Services. The application guidance and forms are available online at <https://dos.ny.gov/funding-bid-opportunities>.

Electronic Applications

Applications may be submitted electronically. Electronic application forms should be signed and submitted in one pdf document to the DOS Local Government Efficiency Program mailbox at LGEProgram@dos.ny.gov. DOS strongly recommends submitting electronic applications no later than two days before the due date in case there are technical difficulties with the submittal. DOS is not responsible for applications that are not received due to technical issues. DOS will confirm receipt of applications, but the Applicant is responsible for ensuring that their application was received. Applicant acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of their application regardless of whether the original of said application is in existence. Electronic applications must be received by 11:59 pm on the due date listed on the front cover of this RFA.

Mailed or Hand Delivered Applications

Applications may also be mailed or delivered by hand. One complete original application and three exact copies of application forms (for a total of four copies) must be submitted to the address listed on the cover of this RFA. Applicants mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity shall not excuse late bid submissions. DOS cannot be responsible for the actions of your chosen carrier. Hard copy applications submitted by mail or hand delivery must be received by 4:00 pm on the due date listed on the front cover of the RFA.

Applicants should respond to this RFA by compiling the narratives and forms described in Section VI.

Any applicant that cannot access the application should reach out to the contact person listed on the front cover of the RFA.

Questions

Submit all substantive questions in writing to the contact person listed on the front cover of the RFA.

To the extent possible, each substantive question should cite the RFA section and paragraph to which it refers. Responses to written questions received prior to the third Wednesday of every month will be posted on the DOS Funding page at <https://dos.ny.gov/funding-bid-opportunities> on the fourth Wednesday of every month.

Questions of a procedural nature may be submitted in writing. **Questions of a procedural nature are those limited to the processes of preparing the application (e.g., formatting) and applying for the grant, and do not include questions related to the substance of the application.**

This RFA can be found on the Department of State's website at: <https://dos.ny.gov/funding-bid-opportunities>. Questions and answers, as well as any updates and/or modifications, will be posted by the dates identified on the front cover of this RFA.

Grant Due dates

**Due dates are the first Wednesday of every month by 4:00 pm
Review of applications will occur each month.**

**Local Government Citizens Re-Organization Empowerment Grants
requesting expedited assistance, as defined herein, will be reviewed as
they are received.**

Applications, other than requests for expedited assistance, submitted after a due date will be held for review after the following month's due date. An applicant who submits an incorrect/incomplete application will be notified and may resubmit a corrected application by the established deadline.

IV. Application Review

Evaluation Criteria

The Local Government Citizens Re-Organization Empowerment Grant program makes recommendations for funding based on a pass/fail basis. Applications must pass all of the following criteria:

1. An application must be complete.
2. An eligible applicant must be a “local government entity” or “entities,” as defined by General Municipal Law Article 17-A.
3. An eligible application may be submitted for a local government re-organization consistent with Article 17-A of the General Municipal Law, or for making the boundaries of a town and village coterminous where the resulting coterminous town-village operates principally as either a town or a village.
4. An application must contain a completed work plan as described in this RFA.

Review Process

Initial Review

Within one week of the receipt of an application, the Department of State will review the application to determine whether the appropriate application has been filed. If an applicant files an incorrect application (wrong application for this program) the Department of State will promptly notify the applicant. If an applicant submitted an incorrect/incomplete application, the applicant may submit the correct application to the appropriate LGe grant program no later than the established due date for such application.

Expedited Assistance

If a local government entity has been petitioned by the electorate, pursuant to General Municipal Law Article 17-A, the entity must proceed to a referendum within a limited period of time. In such case, the work plan, resolution and budget information do not need to be provided in the application. The Department of State will expedite the grant application process by negotiating a work plan and budget for the state contract after making an expedited assistance award.

Smart Growth Impact

Prior to making any commitment of state funds to a public infrastructure project, the Department of State must determine that the project, to the extent practicable, meets the smart growth criteria listed under Article 6 of the Environmental Conservation Law, “The New York State Smart Growth Public Infrastructure Policy Act.” Failure to meet such criteria may result in a project being deemed ineligible for funding.

V. Awards and Grant Administration

Awards

Applicants will receive written notice of a decision regarding the granting or denial of an award within thirty days after a final award decision has been made. Award decisions are final and are not subject to appeal.

Contracts

DOS requires that all successful applicants enter into a contract with the State of New York. The state contract details the obligations of the applicant/contractor. Each approved contract will have a five-year term. Awardees must return state contracts to DOS within ninety (90) days from receipt to ensure that funds go to applicants that are ready to move forward. DOS may withdraw an award if the state contract is not returned in a timely manner.

Contract Administration

When an applicant enters into a contract with the State, the project will be managed in accordance with the terms and conditions of the state contract. In addition, contractors must follow state and local procurement policies. Failure to maintain satisfactory progress or to complete the project to the satisfaction of the state may be deemed an abandonment of the project and may cause the suspension or termination of any financial obligation of the state. Satisfactory progress includes, but is not limited to, execution of the state contract and submission of all necessary documents for execution by the state, submitting timely payment requests in accordance with the payment schedule in the state contract, completing satisfactory work products, and other tasks identified in the approved state contract.

Schedule of Payments

The Local Government Citizens Re-Organization Empowerment Grant program is a reimbursement-based program. Expenses incurred prior to the start date of the state contract cannot be reimbursed. At least one request for reimbursement must be submitted every six months, but no more frequently than every three months.

Required Reports

Each project must achieve results that substantially meet the objectives outlined in the contract's work plan. Recipients of grants must submit project status reports along with every request for payment. Project close-out requires completion of terms and activities outlined in the state contract, and submission of all deliverables identified in the work plan.

The Division of Local Government Services staff monitors each grant-funded project and will make site visits during the course of the project to determine the rate and quality of progress. Awardees must notify the Division of scheduled meetings and submit photographs and other required media to the Division. Some projects may be selected for more extensive review and inclusion in the Local Government Efficiency Annual Report submitted to the Governor and Legislature and may serve as a resource for technical assistance.

Reserved Rights

The Department of State reserves rights including, but not limited to, the right to:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the agency's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of proposals.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to the application due date, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to the application due date, direct applicants to submit application modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective applicants.
11. Waive any requirements that are not material.
12. Negotiate with applicants within the scope of the RFA in the best interests of the state.
13. If unsuccessful in negotiating a state contract with the selected applicant within an acceptable time frame, the Department may begin state contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the state.
14. Utilize any and all ideas submitted in the applications received.
15. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an application and/or to determine an applicant's compliance with the requirements of the RFA.
16. Waive or modify minor irregularities in received applications.
17. Make awards based on geographic distribution.
18. Not fund an application that fails to submit a clear and concise work plan or budget.
19. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of the Department of State and the State Comptroller.
20. Award more than one contract resulting from this RFA.
21. In its sole discretion, determine the total number of awards to be granted pursuant to this RFA.
22. Offer partial or no funding to any applicant if its application cannot fulfill its proposed program within the funding restrictions herein.

23. Make additional awards if funding becomes available.
24. Require reporting on forms designed for use solely for this procurement.
25. Not to make any awards pursuant to this RFA. This RFA does not commit DOS to award any contracts, to pay the costs incurred in the preparation of a response to this RFA, or to procure or contract for service.
26. If unsuccessful in negotiating a state contract with the selected applicant prior to the consolidation or dissolution of the selected applicant, the Department may award the contract, for the same activities, to the new or remaining local government in order to serve and realize the best interests of the state.

VI. Application Materials

The application for each of the three grant opportunities: Re-Organization Planning, Re-Organization Implementation and Expedited Re-Organization Assistance are available via the Department of State's website at <https://dos.ny.gov/funding-bid-opportunities>. The application is a fillable form that must be completed and returned to the Department of State. There are four parts to the application. The following information describes the information required.

Part 1 - Applicant and General Project Information

This section is intended to gather specific information about the applicant (co-applicants) and project type that is proposed.

Part 1	NYS Department of State 2020-2022 RFA#	DO NOT WRITE IN THIS SPACE	
		Application Number	Date Received
Grant Category: Local Government Citizens Re-Organization Empowerment Grant Program			
A. Lead Applicant			
Name of Applicant:		Federal Tax ID Number:	
Name of Chief Administrative Official:		Telephone Number/Extension:	
Title:		Fax Number:	
Mailing Address:		E-Mail Address:	
		County or Counties:	
		Senate District(s):	
		Assembly District(s):	
Type of Applicant:			
B. Lead Applicant Contact Person			
Name of Contact Person:		Telephone Number/Extension:	
Title:		Fax Number:	
Address:		E-Mail Address:	
C. General Project Information			
Total Project Cost:	Amount of Grant Requested:	Amount of Local Share:	
Project Title: (Not more than 10 words)			
Project Description: Provide a brief summary statement that describes the project (Not more than 3 sentences)			
☐ Project is receiving other grant funding or other public funds. (Please list)			
☐ Project has received DOS grant funding for a plan in the past. (Please list)			

Name of Lead Applicant:	
D. Co-Applicants: Other Participants in the Grant Application	
Name of Applicant:	Federal Tax ID Number:
Name of Chief Administrative Official:	Telephone Number/Extension:
Title:	Fax Number:
Mailing Address:	E-Mail Address:
	County or Counties:
	Senate District(s):
	Assembly District(s):
Type of Applicant:	
Name of Applicant:	Federal Tax ID Number:
Name of Chief Administrative Official:	Telephone Number/Extension:
Title:	Fax Number:
Mailing Address:	E-Mail Address:
	County or Counties:
	Senate District(s):
	Assembly District(s):
Type of Applicant:	
Name of Applicant:	Federal Tax ID Number:
Name of Chief Administrative Official:	Telephone Number/Extension:
Title:	Fax Number:
Mailing Address:	E-Mail Address:
	County or Counties:
	Senate District(s):
	Assembly District(s):
Type of Applicant:	
Copy sheet as necessary to include information on additional Co-Applicants.	

Part 2 – Project Information and Consistency with General Municipal Law 17-A

The section is intended to provide overview information about the project and its consistency with the intent of General Municipal Law 17-A.

3. Review of the project chronology and history:

4. Description of outcomes to be achieved by the project, including potential financial impact.

Organizational Capacity: (Describe the staffing, qualifications and relevant experience of the provider organization to support the project. The applicant should show that they have the financial and administrative ability to sustain and complete the project by describing past experience with planning, community development or infrastructure projects. They should also demonstrate support for the project. This can include citizen petitions and other support materials, including letters of support from community organizations or collective bargaining units and media coverage)

H. Application Submission Checklist

The application packet should include the original application form with Parts D through Part J completed, **two copies and 1 compact disc** shall be submitted to Department of State. This application shall be used as the original application (*a fill-able form is available on the Department of State website*); additional sheets and attachments should be added in the order outlined below:

- ☐ **Completed Part 1 Application**
- ☐ Extra sheets containing information on additional Co-Applicants, if applicable (Part D attachments)
- ☐ Local Government Citizens Re-Organization Empowerment Project Information (Part E)
- ☐ Memoranda of Understanding/Intermunicipal Agreements (Part F attachments)
- ☐ Project Information and Work Plan (Part G attachments)
- ☐ Municipal Resolutions and Application Certification (Part I attachments)
- ☐ **Completed Part 3, Work Plan and Budget**
- ☐ **Completed Part 4, State Smart Growth Infrastructure Policy Act: Applicant Impact Statement**

I. Municipal Resolutions and Application Certification

The Lead Applicant and **all** Co-applicants **shall** submit, with this application, original copies of the resolutions in direct support of this grant application. Resolutions not included with this application, or that are incomplete, may result in this application being deemed ineligible.

By submission of this application under the 2020-2022 Citizens Reorganization and Empowerment Grant Program, I hereby certify that all components of the requested Total Project Costs are reasonable and necessary for the conduct of the proposed project, and that prudent analysis has been undertaken to insure that all costs are consistent with current prevailing costs for such goods or services in the geographic area benefiting from the project.

I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal law.

(Print Name)

(Print Title)

(Signature)

(Date)

Part 3 – Work Plan and Budget

To complete the Work Plan and Budget sheet, you must fill in the boxes according to the project plan for completion. Each Work Plan Task should be entered separately. For the budget, the form should auto-calculate. Where there is a single fixed cost due upon completion, please enter that entire amount in the last component to be completed for payment. The Department of State will evaluate the clarity and detail of the work plan, including the project timeline, specific phases, associated tasks, and deliverables.

The following are the items that need to be entered into the form.

Work Plan Tasks

- Task Description: Provide a name that will clearly describe the Task.
- Anticipated Start Date: When the Task will start.
- Anticipated Completion Date: When the Task will be completed.
- Performance Measures: What will be the deliverable for the task to be provided to the Department of State to show the task has been completed. This may include deliverables such as a draft or completed study or plan, an IMA to move the project forward, meeting summary reports, etc.
- Task Narrative: Describe what is being done to complete the Task and accomplish the objective. A project may include:
 1. An examination of the potential financial savings, management improvements, and service delivery changes resulting from a local government re-organization,
 2. Legal issues and impediments surrounding implementation,
 3. Analysis of how the plan or project will meet the objectives or lead to implementation.

Budget Information

Indicate the estimated costs for each task and provide a description where necessary. Include all costs for the entire project. Only eligible categories have been shown, although projects may not be eligible for all categories. Please review the Guidance document for additional information.

- Personal Services
 - Salaries and Fringe: Each employee's time devoted to the project according to the total annual salary for that employee. For example, an employee who devotes 20% of their time to the project and has an annual salary of \$40,000 would charge \$8,000 to the project
- Non Personal Services
 - Contractual Services: The cost and description of the purpose of contractual services.
 - Travel: The description of the purpose, destination, mode of travel and costs. Rates cannot exceed the current Internal Revenue Service rates.
 - Equipment: Items with a value of more than \$200.00 and a useful life of more than one year.
 - Other: Any other services and costs, including capital expenses related to construction or renovation.

The Budget automatically totals at the bottom of the Work Plan. Total Project Cost is reflected by the information provided in the budget for each task. Please also provide the, Requested Grant Funds, Local Share and Other funds being used for the project.

Part 3		NYS Department of State 2020-2022 RFA#		Work Plan and Budget	
Name of Lead Applicant:			From the Part 1 Application		
Proposed Start Date:		Length of Time Needed to Complete Project:			
Task 1	Description:				
	Anticipated Start Date:				
	Anticipated Completion Date:				
	Performance Measures:				
Task Narrative: See Instructions					
BUDGET CATEGORIES		COST		DESCRIPTION	
Personal Services					
Salary					
Fringe					
Non-Personal Services					
Contractual Services					
Travel					
Equipment					
Other					
TOTAL		\$ 0		-	

Task 2	Description:	
	Anticipated Start Date:	
	Anticipated Completion Date:	
	Performance Measures:	
Task Narrative: See Instructions		
BUDGET CATEGORIES		COST
Personal Services		
Salary		
Fringe		
Non-Personal Services		
Contractual Services		
Travel		
Equipment		
Other		
TOTAL		\$ 0 -

Task 3	Description:	
	Anticipated Start Date:	
	Anticipated Completion Date:	
	Performance Measures:	
Task Narrative: See Instructions		
BUDGET CATEGORIES		COST
Personal Services		
Salary		
Fringe		
Non-Personal Services		
Contractual Services		
Travel		
Equipment		
Other		
TOTAL		\$ 0 -

Task 4	Description:	
	Anticipated Start Date:	
	Anticipated Completion Date:	
	Performance Measures:	
Task Narrative: See Instructions		

BUDGET CATEGORIES	COST	DESCRIPTION
Personal Services		
Salary		
Fringe		
Non-Personal Services		
Contractual Services		
Travel		
Equipment		
Other		
TOTAL	\$ 0	-

BUDGET CATEGORIES	TOTAL BUDGET AMOUNT		LGE Funds Requested	Local Funds	Other Funds
Personal Services					
Salary	\$ 0	-	\$	\$	\$
Fringe	\$ 0	-	\$	\$	\$
Non-Personal Services					
Contractual Services	\$ 0	-	\$	\$	\$
Travel	\$ 0	-	\$	\$	\$
Equipment	\$ 0	-	\$	\$	\$
Other	\$ 0	-	\$	\$	\$
TOTAL	\$ 0	-	\$ 0	\$ 0	\$ 0

Verification	TOTAL PROJECT COST	LGE GRANT FUNDS REQUESTED	LOCAL SHARE	OTHER FUNDS
	\$ 0 -	\$ 0.00 -	\$ 0.00 -	\$ 0.00 -

Part 4 – State Smart Growth Public Infrastructure Policy Act

The Department of State, designated as an “infrastructure agency” pursuant to the New York State Smart Growth Public Infrastructure Policy Act, is required to review infrastructure projects for compliance with the Act. A project that proposes the development of physical community infrastructure may be denied funding by the Department of State unless the project, to the extent practicable, would be consistent with the criteria specified in the Smart Growth Act.

If the project has a public infrastructure component, please complete the questionnaire. To determine if this project adheres to the Smart Growth criteria please explain the project’s compliance with the Smart Growth Act, or justification for the project’s non-compliance with the Smart Growth Act.

1. Does the proposed project use, maintain, or improve existing infrastructure?
2. Is the proposed project located in a municipal center?
3. Is the proposed project located in a developed area or an area designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan?
4. Will the proposed project protect, preserve, and enhance the State’s resources, including agricultural land, forests, surface and groundwater, air quality, recreation and open space, scenic areas, and significant historic and archeological resources?
5. Will the proposed project foster mixed land uses and compact development, downtown revitalization, Brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development and the integration of all income and age groups?
6. Will the proposed project provide mobility through transportation choices including improved public transportation and reduced automobile dependency?
7. Will the proposed project involve coordination between state and local government and inter-municipal and regional planning?
8. Will the proposed project involve participation in community-based planning and collaboration?
9. Will the proposed project ensure predictability in building and land use codes?
10. Will the proposed project promote sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations, by among other means encouraging broad based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain its implementation?
11. Will the proposed project mitigate future physical climate risk due to sea-level rise, and/or storm surges and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data, if applicable.

Part 4	STATE SMART GROWTH PUBLIC INFRASTRUCTURE POLICY ACT: APPLICANT IMPACT STATEMENT (2020-2022) RFA#		DO NOT WRITE IN THIS SPACE	
			Application Number	Date Received
Grant Category: Local Government Citizens Re-Organization Empowerment Grant Program				
The project includes a public infrastructure component? ☐ YES ☐ NO Complete this form only if answered YES.				
A. Lead Applicant				
Name of Applicant:			Federal Tax ID Number:	
Name of Chief Administrative Official:			Telephone Number/Extension:	
Title:			Fax Number:	
Mailing Address:			E-Mail Address:	
			County or Counties:	
			Senate District(s):	
			Assembly District(s):	
Type of Applicant:				
B. General Project Information				
Total Project Cost:		Amount of Grant Requested:		Amount of Local Share:
Type of Project. Please check one of the following: ☐ New Construction ☐ Improvements to Existing Structure ☐ Other:				
Please provide a brief explanation:				
Project Title: (No more than 10 words)				
Project Description: Provide a brief summary statement that describes the project (Not more than 3 sentences)				
☐ Project is receiving other grant funding or other public funds. (Please list)				
☐ Project has received DOS grant funding for a plan in the past. (Please list)				

Project Review by other Agency. Please list each State Infrastructure Agency that has reviewed or is reviewing this project for compliance with the Smart Growth Public Infrastructure Policy Act.

C. Project Evaluation for Consistency with Smart Growth Act

This project adheres to the following Smart Growth criteria please check all that apply. For each **checked** box, please provide justification for compliance with the Smart Growth Act. For each box **not checked**, please provide justification for non-compliance with the Smart Growth Act (Please provide the narrative answers on additional sheets as necessary):

- ☐ The infrastructure component advances projects for the use, maintenance or improvement of existing infrastructure;
- ☐ The infrastructure component advances projects located in municipal centers;
- ☐ The infrastructure component advances projects in developed areas or areas designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan;
- ☐ The infrastructure component protects, preserves, and enhances New York State's resources, including agricultural land, forests, surface and groundwater, air quality, recreation and open space, scenic areas, and significant historic and archeological resources;
- ☐ The infrastructure component fosters mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development and the integration of all income and age groups;
- ☐ The infrastructure component provides mobility through transportation choices including improved public transportation and reduced automobile dependency;
- ☐ The infrastructure component coordinates between state and local government and intermunicipal and regional planning;
- ☐ The infrastructure component participates in community-based planning and collaboration;
- ☐ The infrastructure component ensures predictability in building and land use codes; and
- ☐ The infrastructure component promotes sustainability by strengthening existing and creating new communities which reduces greenhouse gas emissions and does not compromise the needs of future generations, by among other means encouraging broad-based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain its implementation.
- ☐ The infrastructure component will mitigate future physical climate risk due to sea-level rise, and/or storm surges and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data, if applicable.

D. Application Certification

In accordance with the Smart Growth Public Infrastructure Policy Act, Environmental Conservation Law Article 6, the applicant affirm that the Smart Growth Impact for the proposed project application has been assessed:

Name of Authorized Representative (i.e., Executive, Mayor, Supervisor, Manager)

Signature

Date

Appendix A

Definitions

As used in this application, the following words and terms are defined as follows:

Consolidation means either (a) the combination of two or more local government entities resulting in the termination of the existence of each of the entities to be consolidated and the creation of a new local government entity which assumes jurisdiction over all of the terminated local government entities, or (b) the combination of two or more local government entities resulting in the termination of the existence of all but one of the local government entities which shall absorb the terminated local government entity or entities.

Cooperative Agreement means an agreement entered into by two or more local government entities pursuant to Article 5-G of the General Municipal Law, or other authorizing statute, for the performance among themselves or one for the other of their respective functions, powers and duties on a contract or cooperative basis.

Cost Savings means reductions in expenses that result directly from the implementation of a project and are expected to continue on an ongoing basis.

Coterminous means having the same or coincident boundaries.

Dissolution means the termination of the existence of a local government entity.

Expedited Re-organization Assistance is one of the three types of grant opportunities available under this program. (The other two are Re-organization Planning and Re-organization Implementation.) A local government entity may apply for Expedited Re-organization Assistance when a consolidation or dissolution proceeding has been commenced by the filing of a petition by voters of the local government entity, pursuant to Article 17-A of the General Municipal Law.

Governing Board means the body in which the general legislative, governmental and/or public powers of a local government entity are vested and by authority of which the official business of such entity is conducted.

Local Government Entity means a town, village, district, special improvement district or other improvement district (including, but not limited to, special districts created pursuant to Articles Eleven, Twelve, Twelve-A or Thirteen of the Town Law), library districts, and other districts created by law. For the purpose of this Re-Organization Empowerment Grant a local government entity shall not include school districts, cities, city districts or special purpose districts created by counties under county law.

Local Government Re-Organization means the consolidation or dissolution of a local government entity in accordance with Article 17-A of the General Municipal Law; or the making of the boundaries of a town and village coterminous after July 1, 2012, where such coterminous town-village operates principally as a town or as a village but not as both a town and a village.

Re-Organization Implementation means the execution of a local government re-organization pursuant to a Re-Organization Plan.

Re-Organization Plan means a plan to implement a local government re-organization pursuant to Article 17-A of the General Municipal Law (see sections 752, 760, 774, 782); or a plan to establish a coterminous town-village, which would share the boundaries of a former town and a village and which would operate principally as a town or as a village but not as both a town and a village.

Re-Organization Planning means an examination of the feasibility and impacts of a Local Government Re-Organization, required by the Department of State when a citizen petition has **not** been received, which shall include at least the following elements:

1. A re-organization planning project shall include an examination of the potential financial savings, legal issues and impediments surrounding the re-organization, recommended steps

- to complete the re-organization, as well as options for cost-savings if the re-organization is not completed.
2. An examination of the potential financial savings associated with the proposed local government re-organization;
 3. An examination of the potential management improvements resulting from the proposed local government re-organization;
 4. An analysis of any service delivery changes resulting from the proposed local government re-organization;
 5. An analysis of legal issues and impediments surrounding the re-organization;
 6. Recommended steps to complete the re-organization, as well as an analysis of options for cost savings if the local government re-organization is not completed. Such options may include, but are not limited to functional consolidations, cooperative agreements, and changes in the scope or level of services provided by the entity(ies). (The term functional consolidation as used herein means when one local government entity completely provides a service or function for another local government entity which no longer engages in that service or function.)
 7. A draft Re-Organization Plan.

Smart Growth means sensible, planned, efficient growth that integrates economic development and job creation with community quality-of-life by preserving and enhancing the built and natural environments. Smart Growth encourages growth in developed areas with existing infrastructure to sustain it, particularly municipal centers, downtowns (“Main Streets”), urban cores, historic districts and older first-tier suburbs.

State Contract means the agreement between the Department of State and the applicant/contractor that details the obligations of each party, including the approved budget and work plan.

Tax Impact is the annual cost savings per \$1,000 of equalized assessed value, calculated by dividing cost savings by the result of equalized assessed value divided by 1,000.

Transitional Personnel means any additional employees required in order to implement the approved program work plan of the project. The employee(s) must be integral to the coordinated or consolidated service delivery. *(The Department of State reserves the right to approve the reasonableness of the need for the staff and the salary amount.)*

Appendix B

Resolution Tips

The following items are recommended to be included in the authorizing resolution. If the local government entity has been petitioned and is applying for Expedited Re-Organization Assistance, the resolution does not need to be provided with the application but will be required prior to contract execution.

- I. Authorization to apply for the Grant: The governing board (e.g., town board, village board of trustees, or district commissioners) shall designate a lead applicant contact person and authorize that person by name and title (and their designee) to submit an application. The resolution shall authorize the lead applicant contact person to execute all financial and/or administrative processes relating to the implementation of the program.
- II. Project Title and Description: The resolution should provide a title and include a brief description of the project. In the event that a local government entity is submitting more than one application, each project's title and description must be unique to minimize the likelihood of confusion in the tracking of submissions.
- III. Funding Request: The resolution should indicate the amount of money being requested under this program. (This amount would correspond with the "Amount of Grant Requested" on the application form.)
- IV. Local Cost Share Information: The resolution shall state the local governments' commitment to contribute the required 10% or 50% local share of the project cost, whichever is applicable.
- V. Co-Applicant Information: The resolution should list the local government entities that are co-applicants. The information provided in the resolution does not need to provide the same level of detail that is more typically found in an intermunicipal agreement.
- VI. Other Actions: If relevant, include other activities related to the project that need the approval of the governing board.
- VII. Resolution: Record and certify the vote of the members of the governing body.

Appendix C

Sample Government Re-Organization Work Plan

Project Summary: The local government entity's(ies') governing board(s) will appoint a Re-Organization Study Committee (RSC) and charge it with developing a re-organization study and implementation plan. A re-organization study will form the foundation for developing a re-organization implementation plan, and alternatives to local government re-organization in the event such plan is not implemented. The RSC will transmit its final work to the governing board(s) for acceptance. The governing board(s) will accept or adjust the re-organization study and adopt the re-organization study, including a draft Re-Organization Plan and alternatives to local government re-organization. Nothing herein commits the governing board to implement the local government re-organization; rather all of this information is intended to provide residents with as much information as possible to make an informed decision. Successful completion of this project, however, does require the governing board to formally adopt the project through its own action.

The New York State Department of State's assigned project manager for this project shall be notified in advance of all meetings, hearings or public information sessions to be held on this project. All deliverables shall be provided to the New York State Department of State in accordance with the New York State contract.

Task 1

Task Name: Project Initiation

Schedule: Month 1

Performance Measure Name/Deliverable: Kick-Off Meeting Summary

Task Description:

The local government entity's(ies') governing board shall meet with the Department of State prior to initiating work on this project to discuss goals, objectives, state requirements and expectations.

The governing board will appoint a Re-Organization Study Committee (RSC) which shall be charged with developing a re-organization study, including fiscal impacts, provision of services and other identified matters. The re-organization study will provide an examination of the potential financial savings, management improvements, and service delivery changes resulting from a local government re-organization, legal issues and impediments surrounding the re-organization, recommended steps to complete the re-organization, as well as options for cost-savings if the re-organization is not completed. The RSC will then develop a draft re-organization plan and identify alternatives to local government re-organization.

The governing board or RSC will develop a Request for Proposals (RFP) to aid in the selection of a qualified consultant to assist in the development of the re-organization study, plan and alternatives. The governing board will issue such RFP. The RSC will review submissions and may

interview respondents. The RSC will then recommend to the governing board a qualified consultant. The governing board, considering the recommendation, will select a qualified consultant and enter into a contract for professional services.

The RSC and consultant will initiate the project with a kick-off meeting.

Task 2

Task Name: Re-Organization Study

Schedule: Months 2 – 4

Performance Measure Name/Deliverable: Draft and Final Re-Organization Study, Meeting Summaries

Task Description:

The re-organization study is intended to provide a foundation for the project. The re-organization study will include a comprehensive list of services, including information on a per-service basis which shall include budget allocation, employment allocation, per-resident cost, inventory of equipment, complexities of delivery of services, specialized knowledge of personnel and necessary capital investments as well as the opportunity for cost savings and/or service enhancement. Associated with this, the consultants shall conduct a review of the services currently provided by other government entities to identify which entities would most appropriately deliver services in the future. The re-organization study shall also consider the general perception of the feasibility of possible options and the public's concerns and likely reactions to restructuring service delivery, as well as potential impacts on service quality. The consultants will also make reasonable assumptions about what would happen if the local government entity(ies) restructures service delivery, setting in motion the process to determine the potential cost and tax impacts. Major findings, including general fiscal impacts, will be presented to the RSC.

The re-organization study will contain at least the following elements:

1. The name(s) of the entity(ies) Consolidation and Dissolution;
2. The creation or incorporation date for each entity.
3. The name of the proposed consolidated local government entity Consolidation only;
4. The rights, duties and obligations of the proposed consolidated local government entity Consolidation only;
5. The territorial boundaries of the entity(ies) Consolidation and Dissolution;
6. The type and/or class of the entity(ies) Consolidation and Dissolution;
7. A fiscal estimate of the cost of dissolution Dissolution only;
8. The governmental organization of the proposed consolidated local government entity Consolidation only;
9. A fiscal estimate of the cost and savings which may be realized from consolidation Consolidation only;
10. Any plan for the transfer or elimination of public employees Dissolution only;
11. The entity's(ies') assets, including but not limited to real and personal property, and the fair value thereof in current money of the United States Consolidation and Dissolution;
12. The entity's(ies') liabilities and indebtedness, bonded and otherwise, and the fair value thereof in current money of the United States Consolidation and Dissolution;

13. Any agreements entered into with other government entities in order to carry out the dissolution
Dissolution only;
14. The manner and means by which the residents of the entity(ies) will continue to be furnished municipal services following the entity's dissolution Dissolution only;
15. Terms for the disposition of the entity's(ies') assets and the disposition of its liabilities and indebtedness Consolidation and Dissolution;
16. Terms for the levy and collection of the necessary taxes and assessments Dissolution only;
17. Findings related to whether any local laws, ordinances, rules or regulations of the entity(ies) shall remain in effect after the effective date of the local government re-organization or shall remain in effect for a period of time other than as provided by state law Dissolution only;
18. Terms for the common administration and uniform enforcement of local laws, ordinances, resolution, orders and the like, within the proposed consolidated local government entity
Consolidation only;
19. A fiscal analysis of the effect of local government re-organization on the entity(ies) and other government entities;
20. Any other matters desirable or necessary to carry out the local government re-organization
Consolidation and Dissolution;
21. The effective date of the local government re-organization Consolidation and Dissolution;
22. Time and place of the public hearings on such proposed local government re-organization
Consolidation and Dissolution.

The consultant shall develop a draft re-organization study. The RSC will hold a public meeting to review the draft re-organization study. The RSC will adopt a final re-organization study with revisions if necessary.

Task 3

Task Name: Re-Organization Implementation Plan

Schedule: Months 4 – 6

Performance Measure Name/Deliverable: Draft Re-Organization Plan

Task Description:

The RSC, using the information developed in the re-organization study, shall develop a best-case re-organization implementation plan. It should be noted that the RSC may believe that proposed local government re-organization is not in the entity's(ies') best interest; however, developing a re-organization plan will provide two advantages. First, the re-organization plan will make certain assumptions that will allow for a refined fiscal impact analysis of the affected entities. Second, if served with a dissolution or consolidation petition, the governing board will have a re-organization plan that may immediately be provided to residents for their consideration. The re-organization plan will contain provisions relating to the items identified in Task 2 above.

Task

Task Name: Alternatives to Local Government Re-Organization

Schedule: Months 6 – 8

4**Performance Measure Name/Deliverable:** Draft and Final Re-Organization Study**Task Description:**

The RSC will develop possible alternatives to local government re-organization that would achieve cost savings and/or efficiencies in the entity's(ies') operations. Such alternatives are intended for the entity(ies) to consider in the event that a decision is made to not complete a local government re-organization. Possible alternatives may include, but shall not be limited to, cooperative agreements, functional consolidations, and reduction or elimination of services. These alternative scenarios will include a high-level cost and tax impact projections for the identified options. The Citizens Re-Organization Empowerment Grant will not fund re-organization options that are not addressed under Article 17-A of the General Municipal Law, or do not involve a coterminous town-village established in the former place of a town and a village, which commenced sharing a coterminous boundary after July 1, 2012 and which operates principally as a town or as a village but not as both a town and a village.

Task

5**Task Name:** Public Meeting**Schedule:** Month 8**Performance Measure Name/Deliverable:** Meeting Summary Report**Task Description:**

The RSC will hold a public meeting to review the final re-organization study and draft re-organization implementation plan and alternatives to local government re-organization.

Task

6**Task Name:** Final re-organization study, including re-organization plan and alternatives local government re-organization**Schedule:** Months 8 – 9**Performance Measure Name/Deliverable:** Draft and Final Re-Organization Study**Task Description:**

The final report will compile the items identified in Tasks 2, 3 and 4 above.

Task
7

Task Name: Public Hearing

Schedule: Month 9

Performance Measure Name/Deliverable: Minutes of Public Hearing

Task Description:

The RSC will hold a public hearing on the final re-organization study. The RSC will transmit the final deliverable to the governing board(s) along with a summary of the public hearing. Note that the final re-organization implementation plan shall also list the time and place of any public hearings by the governing board(s) on the proposed re-organization plan.

Task
8

Task Name: Project Close-Out

Schedule: Month 9

Performance Measure Name/Deliverable: NYSDOS Project Close-Out Documents

Task Description:

The governing board(s) shall receive the final re-organization study, including re-organization plan and alternatives to local government re-organization, from the RSC. The governing board shall adopt the final re-organization study, including re-organization plan and alternatives to local government re-organization, and determine whether or not to move forward with the re-organization implementation plan. It will then complete the required close-out process with the New York State Department of State.

Appendix D

Minority-and Women-Owned Business Enterprises (MWBE)

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES, EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN, AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES

I. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of DOS contracts.

Business Participation Opportunities for MWBEs

The Department’s New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) utilization goal is 30%. For purposes of this solicitation, the specific MWBE goal and the breakdown between the Minority-owned Business Enterprise (“MBE”) and the Women-owned Business Enterprise (“WBE”) utilization goals shall be established post award and set forth in the DOS contract, in the Attachment B “Budget” (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFA, the respondent agrees that DOS may withhold payment pursuant to any Contract awarded as a result of this RFA pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com/frontend/vendorsearchpublic.asp>. For guidance on how DOS will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker’s contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier’s contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFA, such finding constitutes a breach of contract and DOS may withhold payment as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting DOS. As a

contractor of New York State, you have a responsibility to utilize certified minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, proposal or contract documents. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

Applicants are required to submit the MWBE Compliance Form with their application.

Additionally, successful applicants will be required to submit the following documents and information within ten (10) business days after the applicant receives notice from DOS that the grant is being awarded as evidence of compliance with the foregoing:

An MWBE Utilization Plan (**Form D**) or a Certification Letter (**Form D-1**) stating their commitment to show due-diligence to comply with the MWBE goals and requirements. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOS for review and approval.

The DOS shall review the submitted MWBE Utilization Plan or Certification Letter and issue a written notice of acceptance or notice of deficiency within 20 days of receipt of utilization plan or certification letter.

If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the DOS, at the address provided below, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOS to be inadequate, DOS shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the proposal.

Please see details under **“Additional Notices and Explanations Regarding the MWBE Program and this Request for Applications.”**

DOS may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an MWBE Utilization Plan or certification letter;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If DOS determines that the respondent has failed to document good faith efforts.

Successful applicant(s) will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Successful applicant(s) will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to DOS, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the New York State Master Grant Contract, Section IV (J) - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas

of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Additionally, successful applicants will be required to submit the following documents and information within ten (10) business days after the applicant receives notice from DOS that the grant is being awarded as evidence of compliance with the foregoing:

- A. A Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement (**Form A**) to DOS.
- B. A Workforce Utilization Report (**Form C**) and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOS on a quarterly basis during the term of the Contract, to the Bureau of Fiscal Management at:

Email: dos.sm.mwbe@dos.ny.gov

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Additional Notices and Explanations Regarding the MWBE Program and Successful Applications to this Request for Applications:

If your project is selected for an award, you will be required to show due diligence to comply with all the MWBE contractual requirements, including meeting the goals for certified MWBE firms participation as stated in your Contract and in accordance with NYS Executive Law Article 15-A.

If an applicant chooses to move forward with a project prior to any award announcement, they are responsible for meeting MWBE requirements established by the State of New York. The requested plan, as described herein, is intended to help an applicant think about how to comply with the regulations and provide information showing their due-diligence to comply with the MWBE requirements.

Successful applicants notified by the NYS Contract System (System) that a record for the submission of the utilization plan has been created, must comply with this requirement by entering the Utilization Plan data in the System through the Statewide Utilization Management Plan (SUMP) module.

If you are unable to comply with the MWBE goals, you must request a waiver of these requirements by submitting to the DOS the REQUEST FOR WAIVER FORM E, found on the DOS funding page, for processing. Please note that the following information will be required to secure the waiver (all items may not apply to your case, but provide information and documentation for those that apply):

1. A DETAILED statement with the project description (any special characteristics, needs, specifications, etc.), and an explanation setting forth your basis and justification for requesting a partial or total waiver of the MWBE goals.
2. The names of general circulation, trade association, and MWBE-oriented publications in which you solicited certified MWBEs for the purposes of complying with your participation goals related to this Contract.
3. A list identifying the date(s) that all solicitations for certified MWBE participation were published in any of the above publications.
4. A list of all certified MWBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified MWBE participation levels.
5. Documentation of your search in the NYS Directory of Certified Firms (e.g.: Printouts, screenshots).

6. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation, if an identical solicitation was made to all certified MWBEs. Any information and/or documentation to support the efforts to follow up with the MWBEs.
7. Copies of responses to your solicitations received by you from certified MWBEs
8. A description of any contract documents, plans, or specifications made available to certified MWBEs for purposes of soliciting their proposals and the date and manner in which these documents were made available.
9. Documentation of any negotiations between you and the MWBEs undertaken for purposes of complying with the certified MWBE participation goals.
10. Any other information you deem relevant which may help us in evaluating your request for a waiver.
11. The name, title, address, telephone number, and email address of your representative authorized to discuss and negotiate this waiver request.
12. Copy of notice of application receipt issued by Empire State Development (ESD), if subcontractors are not certified MWBE, but an application has been filed with ESD.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

II. SERVICE-DISABLED VETERAN-OWNED BUSINESSES PARTICIPATION

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, DOS has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the DOS strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS) and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvoob@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf

Appendix E - Sample State Contract

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Department of State Division of Local Government Services One Commerce Plaza 99 Washington Avenue, Suite 1015 Albany, New York 12231	BUSINESS UNIT/DEPT. ID: DOS01/3800000 CONTRACT NUMBER: CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☐ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: # _____

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: _____ To: _____ CURRENT CONTRACT PERIOD: From: _____ To: _____ AMENDED TERM: From: _____ To: _____ AMENDED PERIOD: From: _____ To: _____	CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i> CURRENT: _____ AMENDED: _____ FUNDING SOURCE(S) ☐ State ☐ Federal ☐ Other
---	---

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|--|
| ☒ Attachment A: | ☒ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants |
| ☒ Attachment B: | ☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment) |
| ☒ Attachment C: Work Plan
☒ Attachment D: Payment and Reporting Schedule
☐ Other: | |

Contract Number: # _____

Page 2 of 2

Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Department of State
99 Washington Avenue
Albany, New York 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, 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 _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # _____
Page 1 of 1, Master Contract for Grants Signature Page

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

Contract Number: # _____
Page 1 of 25, Master Contract for Grants - Standard Terms and Conditions

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: #

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OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

Contract Number: # _____
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number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

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

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

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the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

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rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

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C. Termination:

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

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(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

Contract Number: # _____
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as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

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B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments.⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

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2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

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(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

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Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

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applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
- 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
- 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
- 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

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for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

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I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

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promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

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in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

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2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

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ATTACHMENT A-1

New York State Department of State (4/21/20)

I. Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications, regardless of the amount of the modification. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. Applicable Terms

In addition to the criteria set forth in IV(E)(1)(b) of the Standard Terms and Conditions, documentation of personal service expenditures shall:

1. Be based upon actual work performed;
2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and
3. Comply with the Contractor's established accounting policies.

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

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans,

analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.

2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.
3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see

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<http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. In addition to the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

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H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

I. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Contract For Grants, Agency & Program Specific Terms and Conditions

2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name, Title	Kyle Wilber, Program Manager
Agency/Division	NYS Department of State
Address	99 Washington Avenue, Suite 1015, Albany, New York 12231
Phone/ Fax/Email	(P): 518-473-3355 (F): 518-474-6572 (E): Kyle.Wilber@dos.ny.gov

2. Notice to the Contractor

Name, Title	
Address	
Phone/ Fax/Email	(P): (F): (E):

M. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a "covered provider" within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a "covered provider":
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor's failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.

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2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving "State funds" or "State-authorized payments" originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a "covered provider" within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

N. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs

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found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

- d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - (1) Evidence of outreach to MWBEs;
 - (2) Any responses by MWBEs to the Contractor's outreach;
 - (3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,

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- (5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- b. In performing the Contract, the Contractor shall:
- (1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 - (3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - (4) The Contractor's EEO policy statement shall include the following language:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - (b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - (c) 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.
 - (d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

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c. Form B - Staffing Plan

If the total expenditure of this contract is in excess of \$250,000, the following provision shall apply: The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

(1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.

(2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.

e. The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the contract.

b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.

c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If

Contract For Grants, Agency & Program Specific Terms and Conditions

the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

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O. Service-Disabled Veteran-Owned Businesses Participation

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Division of Affirmative Action Programs – SDVOB Program at Catherine.Traina@dos.ny.gov or Api.Ohouno@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf

II. Program Specific Clauses – Local Government Programs

A. General Provisions

1. The New York State Budget provides aid to municipalities administered by the Division of Local Government Services (LGS) to assist Local Governments develop projects that will achieve savings and improve municipal efficiency.
2. The Department is authorized to evaluate and determine eligibility of applications for funding of projects.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Budget Act.

Contract For Grants, Agency & Program Specific Terms and Conditions

4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C, Program/Work Plan) are provided pursuant to an appropriation of funds made by the New York State Budget.

5. The Department, upon receipt and approval of payment requests, shall make payments for eligible costs incurred until the cumulative amount of such payments totals 90% of the State Share Funding Amount. A final payment request for any or all of the remaining 10% of the contract value will not be processed prior to satisfactory completion of the Project, as determined by the Department.

6. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format available on the Department of State's website, <http://www.dos.ny.gov/lge/grant.html>.

7. The Department will provide Contractor with a Quarterly Contractor Report form, available on the Department of State's website, <http://www.dos.ny.gov/lge/grant.html>, pursuant to the Department's Minority and Women-owned Business enterprises program as discussed in Section I.M.7. of this document. Such report shall be completed by the contractor and provided to the Department at the address on the Quarterly Contractor Report.

8. The Contractor shall submit two copies of a "Project Status Report", available on the Department of State's website, <http://www.dos.ny.gov/lge/grant.html>, every six months from Contract execution date.

B. Reports, Documents and Maps

1. The Contractor shall identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funds provided by the New York Department of State through programs administered by the Division of Local Government Services."

2. The Department of State requires a project sign at the site of all construction projects, which involve more than \$50,000 of LGS funds. The expense associated with meeting this requirement is an eligible expense and may be charged as a construction or administration expense.

The specifications for the sign are as follows:

a. Installation

(1) Install sign at the site within one week of the start of construction.

(2) Erect sign in a prominent location, secure from vandalism.

b. Materials

(1) Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.

(2) Primer: As recommended by finish coat manufacturer for the substrate and finish material.

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(3) Lettering and striping shall be uniform with sharp, neat profiles.

(4) "Optional Information" included on sign shall be visually subordinate to other information provided.

(5) Supports: Treated (Douglas Fir) posts.

c. Maintenance and Removal

(1) Maintain the sign plumb and level for the duration of the work.

(2) Remove the sign from the property within 10 days of final payment.



Funding for this project provided by a

**New York Department of State
Local Government Services**

Kathy Hochul, Governor

Rossana Rosado, Secretary of State

Local Officials (optional)

C. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.

2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

D. Date/TimeWarranty

1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.

2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or

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processing, or iv) contract administration services (e.g. billing, invoicing, claim processing). Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including, but not limited to, the failure or untimely performance of such services.

3. This Date/TimeWarranty shall survive for a period of time beyond termination or expiration of this Contract, either through: a) an additional term of ninety (90) days, or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing contained in, or omitted from, this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

E. Submission of all correspondence, Project Documentation and Meeting Documentation

1. The Contractor agrees to provide the Department with one original and an electronic version (Word or PDF) of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Attachment C, payment request documentation as described in Attachment D and press articles.

2. The Contractor agrees to provide the Department with timely notification of all meetings and events associated with the Project.

3. All information as described in Section E (1) above shall include the NYS Contract # as indicated on the Face Page of this Agreement

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL	MWBE APPLICABLE
1. Personal Services						
a. Salary			0%		0.00	NA
b. Fringe			0%		0.00	NA
Subtotal	0.00	0.00		0.00	0.00	
2. Non Personal Services						
a. Travel			0%		0.00	NA
b. Space/Property & Utilities			0%		0.00	NA
c. Operating Expenses			0%		0.00	NA
d. Contractual Services			0%		0.00	
e. Equipment			0%		0.00	
f. Other		0.00	0%		0.00	
Subtotal	0.00	0.00		0.00	0.00	0.00
TOTAL	0.00	0.00		0.00	0.00	0.00
TOTAL MWBE GOAL	30%	MBE GOAL	15%	WBE GOAL	15%	

Contract Number: #
Page 1 of 5, Attachment B-1 – Expenditure Based Budget

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					0.00
FRINGE – TYPA/DESCRIPTION					
PERSONAL SERVICES TOTAL					0.00

Contract Number: #
Page 2 of 5, Attachment B-1 – Expenditure Based Budget

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	0.00

SPACE/PROPERTY EXPENSES: RENT – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TOTAL	0.00

SPACE/PROPERTY EXPENSES: OWN – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	0.00

Contract Number: #
Page 3 of 5, Attachment B-1 – Expenditure Based Budget

OPERATING EXPENSES – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	0.00

CONTRACTUAL SERVICES – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	0.00

Contract Number: #
Page 4 of 5, Attachment B-1 – Expenditure Based Budget

EQUIPMENT – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	0.00

OTHER – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	0.00

Contract Number: #
Page 5 of 5, Attachment B-1 – Expenditure Based Budget

ATTACHMENT C - WORK PLAN
SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE
NAME: _____

CONTRACT PERIOD: From: _____

 To: _____

AWARD:

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

Contract Number: #
Page 1 of 3, Attachment C - Work Plan

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
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Contract Number: #
Page 2 of 3, Attachment C - Work Plan

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
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Contract Number: #
Page 3 of 3, Attachment C - Work Plan

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0.00 percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (0 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- ☒ Quarterly Reimbursement
Due date _____
- ☐ Monthly Reimbursement
Due date _____
- ☐ Biannual Reimbursement
Due date _____
- ☐ Fee for Service Reimbursement
Due date _____

Contract Number: # _____
Page 1 of 4, Attachment D – Payment and Reporting Schedule

- ☐ Rate Based Reimbursement
Due date _____
- ☐ Fifth Quarter Reimbursement
Due date _____
- ☐ Milestone/Performance Reimbursement
Due date/Frequency _____
- ☐ Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- ☒ Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than 60 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- ☐ Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- ☐ Expenditure Report
The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- ☒ Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.
- ☐ Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # _____
Page 2 of 4, Attachment D – Payment and Reporting Schedule

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

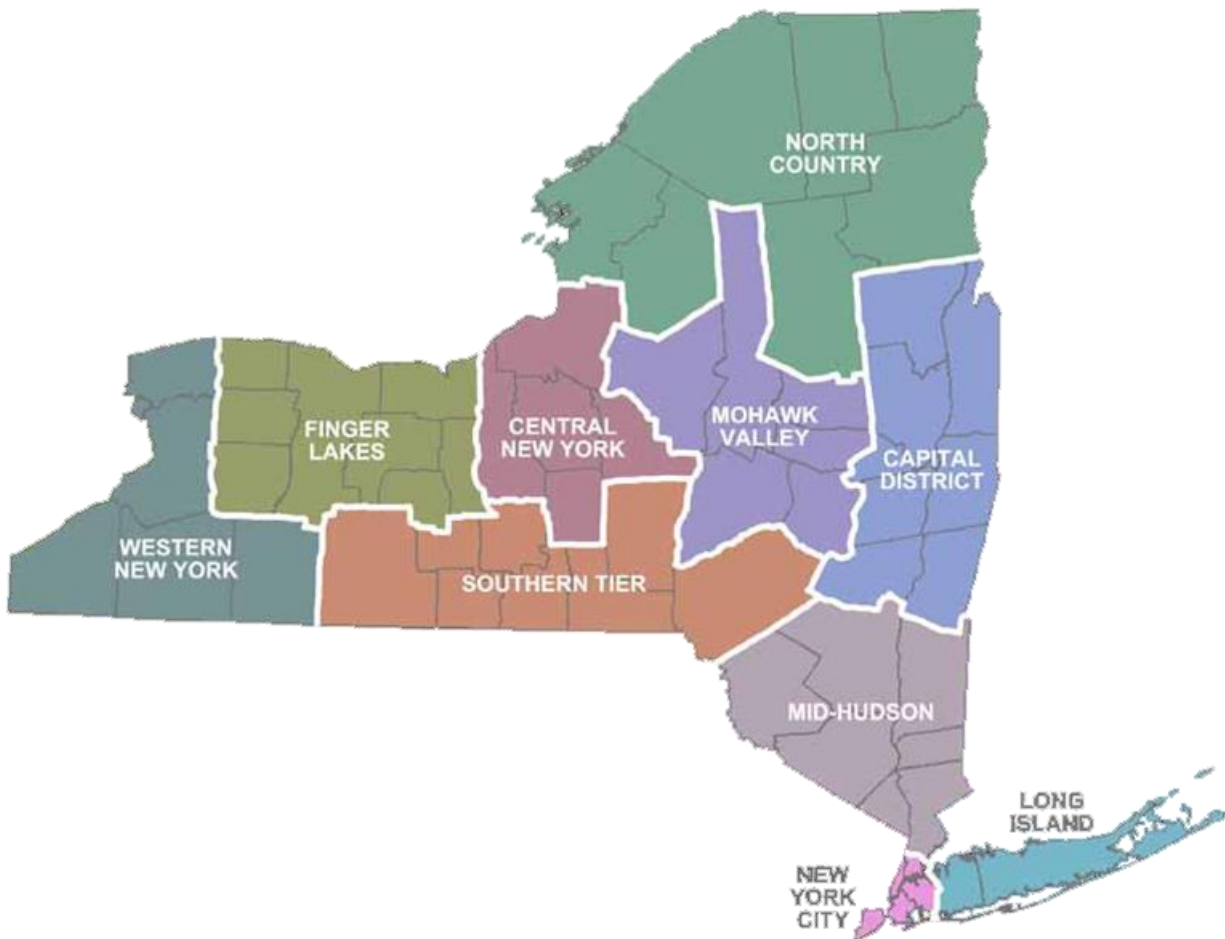
Contract Number: # _____
Page 3 of 4, Attachment D – Payment and Reporting Schedule

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

Contract Number: # _____
Page 4 of 4, Attachment D – Payment and Reporting Schedule

New York State Regional Economic Development Council Regions



KATHY HOCHUL
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE