

CHECKLIST FOR NEW CONTRACTS

Master Grant Contract and Signature Pages

Review all sections and attachments of the contract, and let us know if you have any questions or concerns before signing and submitting the contract. If you need to make any corrections to any part of the contract, please indicate so in your cover letter to DOS (please do not handwrite changes into the contract). Some specific areas of interest:

- Page 1 of the Face Page - confirm that all information entered is correct (contractor (recipient) Name & Address, Federal Tax ID number, Vendor ID number and, if applicable, Charities Registration number).
- Page 2 of the Face Page - verify that the contract funding amount is correct. Also, verify that the contract period listed reflects the time period during which the project activities are to be undertaken and project costs incurred. Be advised that activities and related costs occurring outside of this time period will not be eligible for reimbursement and will not be eligible to be used as match.
- Page 5 of Attachment A-1, verify that the contact information of the CEO is complete and correct.
- Review the budget in Attachment B-1 to confirm that the costs and local share anticipated for this project are accurately reflected. Verify that any local share indicated is not from federal or EPF sources. Verify that costs listed in: A. Salaries are for time spent by official employees of recipient only; B. Travel, C. Supplies, and D. Equipment are for costs incurred directly by the recipient; E. Contractual is for contractors procured directly by the recipient only; and F. Other contains other relevant costs which do not fit into the previous categories.
- Review the project description and work program tasks in Attachment C to confirm that the project is accurately reflected.

Once the entire contract has been reviewed and approved, please print the contract single-sided. The person authorized to execute this contract should sign each of the three signature pages in blue ink and have them notarized. These pages must be notarized on the same day that they are signed and each page must contain original signatures and notaries. All signature fields and notary fields must be filled out. Signature pages containing white out cannot be accepted.

Proof of Expenditure Requirements

This form outlines acceptable documents to be maintained and submitted to support each expense incurred. Please review the form and contact us if you have any questions about what is required. Your signature of this form indicates your agreement to comply with the proof of expenditure requirements.

Contract Administration Update Form (CAUF)

Complete the CAUF form to indicate the name and address of the recipient and the contact information for the CEO. You may also enter the name and contact info for up to (2) other people who should receive contract-related correspondence from DOS.

- Make sure that the official mailing address of the recipient is correct and complete.
- CEO – The information provided must be for the CEO – this cannot be changed (except in the case of NYC, this person will usually be the City Department's Commissioner or Deputy Commissioner). Verify/correct/provide the name, title, email and phone number of the CEO. Make sure all fields are complete.
- Contact person #1 and #2 – confirm that the correct people are listed. Ideally we'd like to see the grant administrator and project manager listed. Verify/correct/provide the name, title, affiliation, email and phone number of each of the contacts. Additional contacts cannot be added as our database can only hold information for (2) contacts. Make sure all fields are complete.
- Note that each email address must be unique, for example, do not enter the same email address for the Mayor and the City Clerk.
- Below the table, enter the name and title of the individuals who are authorized to sign future amendments and/or payment requests on behalf of the contract recipient. These individuals must be official employees of the recipient – no exceptions. If this section is not completed, we will only accept future amendments and payment requests that are signed by the CEO. It is strongly recommended that you complete this section listing an alternate signatory in the event that the CEO is not available for signature.
- Form should be signed by the CEO listed in the CEO field.

MWBE Forms A, B and D

Complete MWBE Forms A (EEO Policy Statement), B (Staffing Plan) and D (MWBE Utilization Plan) for your agency. These forms are required to be submitted; your contract cannot be processed until these forms are received by DOS. Please be advised that the MWBE goal for this contract is 20% for any goods and/or services procured (10% MBE and 10% WBE).

Form A (EEO Policy Statement) – This form should be completed to show your agreement to enact the state's EEO policy for the purpose of this contract. Note that if the recipient already has an EEO policy in effect, a copy of that policy may be submitted in place of Form A. If completing Form A:

- At the top, there are three blank lines. Fill in the CEO name, the CEO title, and the contract recipient.
- Complete the certification at the bottom of the page.
- MWBE goals – fill in 10% for MBE and 10% for WBE. EEO goals – enter your agency's current EEO goal.
- The authorized representative can be the CEO or another employee who is authorized to certify this form.

Form B (Staffing Plan) – This form is to show the characteristics of the individuals who are anticipated to be working on the project in any capacity.

- For solicitation number, enter the contract number shown on the Face Page of the DOS contract.
- Leave reporting entity blank.
- For offeror's name and address, enter the name and address as indicated on the Face Page of the DOS contract.
- Check whether this is work force utilized for this project, or total work force. Either one is OK.
- Check "offeror".
- In the table, enter the information to show the characteristics of individuals in the organization who are anticipated to be working on the project in any capacity.
- Fill out the bottom section and have signed by the CEO or another employee who is authorized to sign this form.
- If you have hired a subcontractor already, the subcontractor should fill out this form too. They can fill it out the same way as outlined above, except enter their company name for reporting entity, and check subcontractor.

Form D (MWBE Utilization Plan) – This form is to indicate specific state-certified MWBE firms who you anticipate including on your list of RFP recipients.

- For offeror's name and address, enter the name and address shown on the Face Page of the DOS contract.
- Include the telephone number and the location of the work to be performed (the name of the municipality is fine).
- Enter your federal tax ID number and the contract number shown on the Face Page of the DOS contract.
- In the table, enter the names of specific state-certified MWBE firms who you anticipate including on your list of RFP recipients. Check whether they are MBE and/or WBE and include a description of work and estimated dollar value. You can leave the federal tax ID number fields blank. If you want to include more than 2 MWBE firms, you can attach a separate list. You can view the NYS MWBE directory at: <http://www.esd.ny.gov/mwbe.html>.
- Fill out the bottom section and have signed by the CEO or another employee who is authorized to sign this form.

Grants Gateway

Please confirm that you are currently registered (for municipalities) or prequalified (for not-for-profits) in the Grants Gateway. Your information must be periodically updated. Please go to the <http://www.grantsreform.ny.gov/grantees> to complete the registration or prequalification process and/or verify your status. If you have questions about the grants gateway, please contact them at grantsreform@budget.ny.gov.

Vendor Responsibility Questionnaire

The Vendor Responsibility Questionnaire (VRQ) must be completed under the following circumstances:

- If the contract recipient listed on the Face Page is a Not-for-Profit, that NFP must complete the VRQ.
- If the contract recipient (NFP or municipality) has any known vendors who will receive at least \$100,000 under this contract, the vendor(s) must complete the VRQ.

To complete the VRQ, please visit http://www.osc.state.ny.us/vendrep/vendor_index.htm for instructions or go directly to VendRep <https://portal.osc.state.ny.us>. Please note that the information provided must be updated every 6 months. If you have questions about VendRep, please contact them at ciohelpdesk@osc.state.ny.us or (866) 370-4672.

In addition, the following documents must be submitted to support the VRQ:

- Proof of Workers' Compensation Coverage (Form C-105.2, U-26.3, SI-12, GSI-105.2 or CE-200).
- Proof of Disability Coverage (Form DB-120.1, DB-155, or CE-200).

NFP's should also check to be sure that their annual charities filings are up-to-date.

Cover Letter to DOS

Prepare a cover letter to transmit your contract package to DOS. This letter should include, at minimum:

- Name and contact information of the person to contact if we have any questions or need additional information.
- Description of any work that has been undertaken so far (including match) and the dates that this work was undertaken. If work has not yet begun (including match), please state that in the letter.
- Name, address and federal tax ID number, for any known vendors who will receive funds under this contract. The amount that each vendor will receive and an explanation of the work to be undertaken by the vendor should also be indicated. If there are no known vendors, please state that in the letter.

Submitting Contract Package for Execution

Once everything is reviewed and signed, assemble your contract package in the following order:

- Cover letter to DOS.
- Checklist for New Contracts document.
- Acceptable Proof of Expenditures document.
- Contract Administration Update Form.
- MWBE Forms A, B and D.
- A printout of the completed Vendor Responsibility Questionnaire(s) (if required, see above).
- Proof of Workers' Compensation and Disability Coverage of the recipient (if required, see above).
- Proof of Workers' Compensation and Disability Coverage of known vendors (if required, see above).
- All three original signature pages.
- One copy of the entire contract single-sided.

Make a copy of the entire contract package for your records/project file before submitting the originals.

Submit the original contract package within 30 days to the following address for processing:

Laurissa Garcia
 NYS Department of State
 One Commerce Plaza
 99 Washington Avenue - Suite 1010
 Albany, NY 12231-0001

Once received, we will forward the contract to our Fiscal office, who will have it executed by the State. The execution process usually takes about 2 months. When fully executed, a copy of the contract will be emailed to you.

In the meantime, if you would like to check on the execution status of a contract beginning with the letter "C", please visit: <http://www2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>. Search contracts by Agency/Authority & Vendor, select 'State, Department of' from the dropdown, and enter just the municipality name in the Vendor Name box, then click 'contains' and then 'search'. (For example if the City of Albany, just enter Albany). If the contract is listed in the search results, it means the contract has been executed. The exact execution date can be found in the last column. You can expect to receive official notification from us within a couple of weeks after execution. Note, if your contract begins with the letter "T", it will not be listed on this website – please contact us directly for updates.

If you have any questions, please contact Laurissa Garcia at (518) 486-9540 or Tara Riley at (518) 486-9569. We can also be reached by email at opdcontracts@dos.ny.gov.

Please sign this form to confirm that you have read and addressed all of the above:

 Mayor, City of Cortland

 Date

ACCEPTABLE PROOF OF EXPENDITURES

Please review the following list of acceptable records which should be submitted to DOS to show proof of contract related expenditures (including costs associated with local match). In addition to submitting appropriate supporting documentation with your payment requests, you are also required to retain all the supporting documentation pertaining to your contract for a period of at least six years following the final contract payment.

Please be advised that processing of payment requests which lack sufficient supporting documentation will be delayed until sufficient documentation has been received by the Department.

When submitting supporting documentation, the following guidelines should be followed:

- Documents should be saved electronically on a standard CD, a standard DVD, or a USB memory stick (*please do not submit physical copies of supporting documentation*).
- Scan or save each supporting document as a separate Adobe® Acrobat® Portable Document Format (PDF) file using at least 300 dpi scanning resolution. Please ensure that documents are text-searchable when possible.
- PDF documents should be well-organized, with appropriate short file names that identify the corresponding expense in the payment request.

Salaries – Acceptable records include a certified payroll signed by an authorized representative of the grantee and associated timesheets for each individual working on the contract. Time sheets should include the following information: the name and title of the individual, specific dates and the number of hours worked on the project for each date. At the bottom of each timesheet, the total hours worked for the period should be indicated, as well as a formula to show how the total amount was determined (including fringe rate and amount, if applicable). A description of the work undertaken by the individual should be attached to each timesheet.

Travel - Acceptable records include travel expense documentation for each trip, including the name and title of the traveler, the dates and purpose of the trip, the origin and destination, method of travel, and an explanation of the expense types and amounts (lodging, meals, transportation, etc.). If applicable, copies of expense reports and/or mileage logs, as well as receipts for each cost should also be submitted. Note that travel rates used should be in compliance with your organization's approved rates, but cannot exceed approved New York State rates.

Supplies - Acceptable records include vendor invoices and/or receipts, and shipping/receiving documentation.

Equipment - Acceptable records include vendor invoices, and/or receipts, shipping/receiving documentation, and the make/model of equipment, including serial numbers.

Contractual – Acceptable records include copies of invoices. Invoices should be detailed and correspond directly to work program tasks, including the dates of service and the name and title of each person providing services. If the consultant/subcontractor further subcontracts any part of the work, a copy of those invoices should be included as well.

We may also request any or all of the following: executed subcontracts, procurement certification, licenses/certifications/credentials, evidence of deliverables provided, documentation of hours worked for the contract (certified payrolls and/or copies of timesheets), and records documenting travel, supplies, equipment, or any other costs incurred by the subcontractor.

Please note that subcontracts remain subject to prior DOS approval.

Other – For actual costs incurred (equipment rental, public notices, professional copying, registration fees, etc.), acceptable records include: copies of invoices and/or receipts.

For the value of volunteer services, acceptable records include certified time logs, including the hourly rate, justification of how the hourly rate was determined and the specific dates and number of hours worked on the project for each date. At the bottom of each time log, the total hours worked for the period should be indicated, as well as a formula to show how the total amount was determined. A description of the work undertaken by the individual should be attached to each time log.

For the value of donated professional services, acceptable records include: a certified time log for each person, including the name and title of the individual, the hourly rate, justification of how the hourly rate was determined and the specific dates and number of hours worked on the project for each date. At the bottom of each time log, the total hours worked for the period should be indicated, as well as a formula to show how the total amount was determined. A description of the work undertaken by the individual should be attached to each time log.

For the value of equipment usage, acceptable records include: certified time logs including the make and model of each piece of equipment, the hourly rate, justification of how the hourly rate was determined, the specific dates and number of hours each piece of equipment was used on the project for each date, and a brief description of what the piece of equipment was used for. At the bottom of each time log, the total hours used for the period should be indicated, as well as a formula to show how the total amount was determined.

This list is not intended to be exhaustive; please contact your grant manager or Vincent Sculco at Vincent.Sculco@dos.ny.gov or 518-474-6000 should you require any clarification or additional information.

Please sign this form to confirm that you understand the proof of expenditure requirements and agree to submit the appropriate supporting documentation, as outlined above:

Mayor, City of Cortland

Date

CONTRACT ADMINISTRATION UPDATE FORM

Please update/specify information for up to (3) people to receive contract related correspondence from DOS. Ideally we would want to see the CEO, grant administrator, and project manager listed on this form. Changes should only be made in the Changes/Additions/Corrections column.

Changes/Additions/Corrections

Official mailing address (including City, State and Zip) of the City of Cortland	City of Cortland 25 Court Street Cortland, NY 13045	
Mayor of the City of Cortland	Name: Brian Tobin Title: Mayor Email: mayor@cutland.org Phone: 607-753-8374	
Contact Person #1	Name: Title: Affiliation: Email: Phone:	
Contact Person #2	Name: Title: Affiliation: Email: Phone:	

*Please list up to (3) individuals who are **authorized** to execute amendments and/or sign payment requests for this project. If this section is not completed, we will only be able to accept amendment forms and payment request forms signed by the Mayor.*

Authorized for:

Name: _____	Title: _____	Amendments? <input type="checkbox"/>	Payments? <input type="checkbox"/>
Name: _____	Title: _____	Amendments? <input type="checkbox"/>	Payments? <input type="checkbox"/>
Name: _____	Title: _____	Amendments? <input type="checkbox"/>	Payments? <input type="checkbox"/>

Signature of the Mayor: _____ **Date:** _____

FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO (a) This organization 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 programs of affirmative action to ensure that minority group members 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 on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement 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 State contract

Agreed to this _____ day of _____, 2 _____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ 20% Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

FORM B

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:	<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor	
Offeror's Address:	Subcontractor's name _____	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification					Disabled (M) (F)	Veteran (M) (F)
	Total Work force (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)		
Officials/Administrators									
Professionals									
Technicians									
Sales Workers									
Office/Clerical									
Craft Workers									
Laborers									
Service Workers									
Temporary /Apprentices									
Totals									

PREPARED BY (Signature): _____	TELEPHONE NO.: _____ EMAIL ADDRESS: _____
NAME AND TITLE OF PREPARER (Print or Type): _____	DATE: _____
Submit completed with bid or proposal	

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the DOS Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

FORM D M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone No.: _____
 Region/Location of Work: _____

Federal Identification No.: _____
 Project/Contract No.: _____

M/WBE Goals in the Contract: MBE 10% WBE 10%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.

PREPARED BY (Signature): _____ DATE: _____	TELEPHONE NO.: _____ EMAIL ADDRESS: _____ FOR M/WBE USE ONLY	REVIEWED BY: _____ DATE: _____
NAME AND TITLE OF PREPARER (Print or Type): _____ SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.		
CONTRACT AWARD DATE: _____ ESTIMATED DATE OF COMPLETION: _____ AMOUNT OBLIGATED UNDER THE CONTRACT: _____ DESCRIPTION OF WORK: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____		
UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____		
NOTE FROM DOS OPD TO DOS M/WBE OFFICE: The M/WBE firms listed on this form have not necessarily been contracted with. The firms have been identified by the contractor as M/WBE firms that they expect to reach out to with an RFP for contract-related services.		

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

CONTRACTOR:

City of Cortland
25 Court Street
Cortland, NY 13045

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 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 name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

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

CONTRACTOR:

City of Cortland
25 Court Street
Cortland, NY 13045

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 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 name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

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

CONTRACTOR:

City of Cortland
25 Court Street
Cortland, NY 13045

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 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 name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY:</p> <p>NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231</p>	<p>BUSINESS UNIT/DEPT ID: DOS01/3800000</p> <p>CONTRACT NUMBER: C1000136</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>CORTLAND CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>n/a</p>	<p>PROJECT NAME:</p> <p>Southeast Cortland - Step 2</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS VENDOR ID Number: 1000002571 Federal Tax ID Number: 15-6000405 DUNS Number (if applicable): n/a</p>	<p>AGENCY IDENTIFIER:</p> <p>n/a</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>n/a</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>City of Cortland 25 Court Street Cortland, NY 13045</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: n/a</p> <p>Exemption Status/Code: 3A/02</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: FROM: 2/1/2015 TO: 1/31/2018</p> <p>CURRENT CONTRACT PERIOD: FROM: 2/1/2015 TO: 1/31/2018</p> <p>AMENDED TERM: FROM: TO:</p> <p>AMENDED PERIOD: FROM: TO:</p>	<p>CONTRACT FUNDING AMOUNT: (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount)</p> <p>CURRENT: \$359,500.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES:</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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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:

- | | |
|---|--|
| <p><input checked="" type="checkbox"/> Attachment A:</p> <p><input checked="" type="checkbox"/> Attachment B:</p> <p><input checked="" type="checkbox"/> Attachment C: Work Plan</p> <p><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input type="checkbox"/> Other:</p> | <p><input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants</p> <p><input checked="" type="checkbox"/> B-1 Expenditure Based Budget</p> <p><input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget</p> <p><input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p> |
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**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

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).
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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

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

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.

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

(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

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.

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).

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.

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.

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.

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.

(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

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

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.

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.

(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

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.

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,

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

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.

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.

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.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 7/1/14)

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

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.

Prior written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications.

C. License to Use and Reproduce Documents and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, 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. Such warranty 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.

D. Property

The ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of OMB Circulars A-110 and A-122 (2 CFR Part 215 and 2 CFR Part 230), as applicable.

E. 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.

F. Subcontracting Requirements

The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Attachment C subject to prior approval of the Department of the terms of any subcontract.

Subcontractors shall comply with all applicable requirements of the Agreement between the Contractor and the State.

G. 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.

H. 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://www.osc.state.ny.us/vendrep/systeminit.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.
2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VQR), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VQR 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.

I. 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.

J. 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.

K. Notices

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

1. Notice to the State

Name:	Laurissa Garcia
Title:	Contract Administrator
Agency/Division:	Department of State, Office of Planning and Development
Address:	99 Washington Avenue, Suite 1010 Albany, NY 12231
Telephone Number:	518-486-9540
E-Mail Address:	opdcontracts@dos.ny.gov

2. Notice to the Contractor

Name: Brian Tobin
Title: Mayor
Affiliation: City of Cortland
Address: 25 Court Street
Cortland, NY 13045
Telephone Number: 607-753-8374
E-Mail Address: mayor@cortland.org

L. 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.
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.

M. 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 Enterprise 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

Contract Number: #C1000136

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- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") 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. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). 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") or other applicable federal, state or local laws.
- 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 withholding of funds or such other actions, liquidated damages pursuant to Section M (6) of this Attachment or enforcement proceedings as allowed by the Contract.

2. Contract Goals

- a. For purposes of this procurement, the Agency hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 2(a) hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<http://www.esd.ny.gov/mwbe.html>.
- c. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- d. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to make good faith efforts to meet the established MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

- a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- b. Contractor shall comply with the following provisions of Article 15-A:
 - 1) Contractor and Subcontractors 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 Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor 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, 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.

c. Form B - Staffing Plan

To ensure compliance with this Section, 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. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Form C - Workforce Employment Utilization Report ("Workforce Report")

- 1) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Agency of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- 2) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- 3) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and 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 Contractor has submitted an MWBE Utilization Plan (Form D) either prior to, or at the time of, the execution of the contract.
- b. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section M (2)(a) of this Attachment.
- c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Agency shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

- a. For Waiver Requests Contractor should use Form E - Waiver Request.
- b. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- c. If the Agency, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the 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. Liquidated Damages - MWBE Participation

- a. Where Agency determines that Contractor is not in compliance with the requirements of the Contract and 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, 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:
 - c. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - d. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
 - e. 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, Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed by the Agency unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency.
7. 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.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-2507. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.esd.ny.gov/MWBE.html>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

II. Program Specific Clauses (revised 7/1/14)

A. This Agreement has been entered into pursuant to the following understandings:

1. General Municipal Law §970-r (State assistance for Brownfield Opportunity Areas) provides State assistance for the cost of plans for areas affected by brownfield sites and economic distress. State assistance for Brownfield Opportunity Areas shall not exceed an amount equal to more than 90% of the costs, as approved by the Department of State and set forth in this Agreement, to finance the activities eligible to receive such assistance under General Municipal Law §970-r; the Contractor is responsible to finance the remaining 10% of the costs.
2. The Department of State (Department) is authorized by such Law to evaluate and determine eligibility of applications for funding of projects and eligible activities.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Program Work Plan as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Law.
4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to a reappropriation of funds originally made by Section 970-r of the General Municipal Law.
5. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
6. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.

2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CRF part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Reports, Documents and Maps

The Contractor shall, where appropriate, 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 for the New York State Department of State with funds provided under the Brownfield Opportunity Areas Program."

D. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required

by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.
 - b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.

9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

E. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

F. Date/Time Warranty

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) transitions, including 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 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) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

G. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

H. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

I. Requirements for Contract GIS Products (1/17/13)

1. GENERAL MAP PRODUCT REQUIREMENTS -- The following general cartographic requirements must be adhered to by the Contractor:
 - a. Map Products and Supporting Data -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are required by the contract, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.
 - b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.
 - c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".

- d. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
- e. Datums and Coordinate Systems-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1:10,000 and State Plan shall be used for data at 1:10,000 scale and larger.

2. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS -- The following cartographic construction requirements must be adhered to by the Contractor:

- a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
- b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
- c. Point Duplication -- No duplication of points that occur within a data string is permitted.
- d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
- e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
- f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
- g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
- h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

3. **DIGITAL-READY MAP PRODUCT REQUIREMENTS** -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
 - a. **Base Map Media** -- All maps must be created on mylar or other stable base material.
 - b. **Map Scale** -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. **Map Registration** -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 - d. **Map Title and Legend** -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.
 - e. **Cartographic Quality** -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.

4. **CONTRACT DATABASE STANDARDS**

- a. **Delivery Media** -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
- b. **Software Format** -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
- c. **Geographic Attributes** -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

J. **Notice of Public Proceedings**

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

K. **Submission of all correspondence and documentation**

1. Unless otherwise stated in Attachment C, the Contractor agrees to provide the Department with the required products in the following formats. All products and shall include the NYS contract number

as indicated on the Face Page of this Agreement and where applicable, reflect the task number it relates to in Attachment C.

- a. Draft products: two paper copies of each product must be submitted.
 - b. Final products: two paper copies of each product must be submitted. In addition all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy (in Adobe® Acrobat® Portable Document Format - PDF), created using 300 dpi scanning resolution, and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, contract number, and project title.
 - c. Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented.
2. Contractor agrees to provide the Department with original payment request documentation as described in Attachment D.

L. 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 the Department with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

ATTACHMENT B-1 – EXPENDITURE BASED BUDGET

A. Salaries (including Fringe Benefits)	\$0.00
B. Travel	\$0.00
C. Supplies	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$399,445.00
F. Other	\$0.00
TOTAL PROJECT COST	\$399,445.00
State Share (90% of Total)	\$359,500.00
Local Share (10% of Total)	\$39,945.00

A. SALARIES (including fringe benefits)

Title

Annual Salary

Amount Charged to Project

SUBTOTAL

\$0.00

B. TRAVEL

SUBTOTAL

\$0.00

C. SUPPLIES

SUBTOTAL

\$0.00

D. EQUIPMENT

SUBTOTAL

\$0.00

E. CONTRACTUAL SERVICES

Professional services to prepare the Step 2 Nomination Study.
Subcontractor: To be determined

SUBTOTAL

\$399,445.00

F. OTHER

SUBTOTAL

\$0.00

ATTACHMENT C – WORK PLAN

Contractor:	City of Cortland
Contract Number:	C1000136

Southeast Cortland – Step 2

1. Project Description

The City of Cortland will complete a Step 2 Nomination for the 540-acre “Southeast Cortland Redevelopment Area.” This is a mixed industrial, commercial, and residential area of the City that is beset with at least 26 known or suspected brownfields, vacant, or underutilized sites, including two Superfund sites. These sites total almost 30% of the subject area’s total acreage. It is the City’s primary objective to investigate and inventory the identified sites as the first step toward returning them to productive use, and to identify strategies for revitalizing those neighborhoods that have suffered as a result of industrial decline in the City. The anticipated benefits of this project include a detailed understanding of potential environmental issues in the area, an inventory of developable properties, and, most importantly, coordinated strategies to address economic development and neighborhood issues. With no real greenfield development opportunities left in the entire City, Cortland must work to clean up and redevelop existing sites; returning them to quality, productive industrial, commercial, residential, or park use.

The Revitalization Plan will provide an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed BOA with an emphasis on the identification and reuse potential of strategic sites that are catalysts for revitalization. Key project objectives include:

- Identifying and providing a clear description and justification of a manageable study area and associated boundaries.
- Establishing a community participation process, including a clear description of a community vision and associated goals and objectives for the study area, and techniques to enlist partners.
- Completing a comprehensive land use assessment and analysis of existing conditions in the study area, including an economic and market trends analysis, to determine the range of realistic future uses and types of redevelopment projects to revitalize the study area.
- Identifying strategic sites that represent key redevelopment opportunities and fully examining their redevelopment potential.
- Based on the analysis, a description of key findings and recommendations for future uses and other actions for redevelopment and community revitalization.
- Providing a series of key recommendations to serve as the basis for the Implementation Strategy scope of work.

2. Project Attribution and Number of Copies

The contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the NYS Department of State to the project. The materials must include the following acknowledgment:

"This (document, report, map, etc.) was prepared for (insert grantee name) and the New York State Department of State with state funds provided through the Brownfield Opportunity Areas Program."

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

The contractor shall ensure that all materials printed, constructed and/or produced with funding provided by the BOA Program form a unified and coherent report and include the components and products described in this work plan. Submission of pre-existing and stand-alone data and reports are not acceptable as substitutes.

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's Contract # as indicated on the Face Page of this contract and where applicable, the related Task # from this Work Plan. The Contractor shall submit:

- Draft products: two paper copies of each product, unless otherwise indicated. In addition, all draft products must be submitted as an electronic copy in Word or Word Perfect and Adobe Acrobat Portable Document Format –PDF (created using 300 dpi scanning resolution).
- Final products: two paper copies of each product, unless otherwise indicated. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy in Word Perfect or Microsoft Word and Adobe® Acrobat® Portable Document Format - PDF (created using 300 dpi scanning resolution) and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, the Departments contract #, and project title.
- Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department) as well as in JPEG or GIF format.
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG or GIF format or other similar product acceptable to the Department.

In addition to the above requirements, all report products generated as a result of the BOA Program shall adhere to the following organization and format requirements:

Binding: Documents must be bound in standard three-ring binders with a maximum ring size of 2 inches.

Cover: A report cover that includes:

- Title (name of the program step and name of the proposed Brownfield Opportunity Area).
- Name of the municipality (city, town, or village and county) or municipalities that the proposed Brownfield Opportunity Area is located in.
- Name of the entity submitting the study (municipality, community based organization, or both).
- The following attribution: "This (document, report, map, etc.) was prepared for (insert grantee name) and the New York State Department of State with state funds provided through the Brownfield Opportunity Areas Program."
- Month and year the report was prepared.
- Title (name of the program step and name of the proposed Brownfield Opportunity Area) must also be displayed along the spine of the binder.
- May include the following acknowledgement: "This (document, report, map, etc.) was prepared with the assistance of (subcontractor's name[s])."

Contents: A table of contents must be provided and be consistent with the description of content requirements in the work plan. The table of contents must also include a list of maps, tables, and appendices.

Sections: The report must include the sections described in the work plan. Each section must have a section cover page that states the section's title.

Pages: The narrative must be printed in an 11- or 12-point, Times New Roman, single space, on 8" x 11" paper with 1" margins using both sides and containing subject headings. Subject headings must be consistent with the content requirements in the work plan.

Pages must include footers that include the section name and page number. Page numbers must be numbered consecutively (i.e., 1, 2, 3, 4, 5, etc.).

Maps: Maps must be 8 ½" x 11", 8 ½" x 14" or 11" x 17" and be included in the body of the study. Maps that are 8 ½" x 14" or 11" x 17" must be folded down to an 8 ½" x 11" size. Maps that exceed the 11" x 17" size must be placed in a map pocket located at the end of the report. Rolled maps are not acceptable.

Limits: Draft and final reports submitted to the Department of State shall not exceed 150 pages, exclusive of the Executive Summary and appendices. Executive Summaries shall not exceed 15 pages. Appendices shall not exceed 150 pages. All other materials may be included by reference.

Languages: Where a proposed Brownfield Opportunity Area consists of a significant non-English speaking population, the grantee may translate documents and other materials into the language(s) representative of the community.

The contractor shall prepare, or cause to be prepared, the following project components, tasks, and associated products.

3. Project Components

Component 1: Project Start-up

Task 1.1: Initial Organization Meeting

The contractor and DOS shall conduct an initial meeting with key project participants. The DEC may attend this meeting. The purpose of the meeting is to discuss the scope of the project, SEQRA requirements, the type of services that are most appropriate, the subcontractor procurement process, and how the budget should be directed. In addition, the composition of a project advisory committee and other public participation techniques shall be discussed as well as any other information which would assist in project completion. A copy of the work plan and budget will be made available at the meeting. The contractor shall complete and distribute a meeting summary.

Product: Meeting summary prepared and distributed to meeting participants.

Task 1.2: Establishment of a Project Steering Committee

The contractor shall establish a steering committee to oversee the process in cooperation with the contractor and the subcontractor. If a steering committee was assembled for the preparation of the Revitalization Opportunities report, the contractor may decide to use that same body or an alternative form to guide the preparation of the Revitalization Plan.

The committee shall be comprised of a range of interests that are representative of the community, and may include, but are not limited to: local municipal officials from the community in which the project is located; community-based organizations or not-for-profit organizations; regional planning entities or other regional groups; appropriate state and/or federal agencies; private or business interests; property owners; other non-governmental entities; environmental groups or organizations; other civic groups; area residents; and the public at large. To the extent necessary to achieve broad public participation, additional representatives may be

identified in consultation with the DOS. The contractor shall complete and distribute a list of the steering committee members.

Product: List of steering committee members prepared and distributed.

Task 1.3: Solicitation of Consulting Services

Should the contractor require the services of a consultant, there are two approaches that may be used to select a consulting firm:

- Request for Proposals (RFP) process can be used to select a consultant based on the submission of a full project proposal by a consultant.
- OR -
- Request for Qualifications (RFQ) process can be used to identify qualified consultants to receive a RFP. The RFP process can then be used to select a consultant based on the submission of a full project proposal in response to the RFP.

A. Request for Qualifications

If the contractor elects to use the RFQ approach, the contractor shall prepare a RFQ to solicit responses from qualified consultants for the project. After the DOS has reviewed and approved the RFQ, the contractor shall advertise the RFQ in the NY State Contract Reporter, a regional newspaper, or appropriate trade publication. In addition, the contractor may directly notify, through e-mail or regular mail, potentially qualified consultants of the RFQ.

Product: An approved RFQ released and issued through appropriate means as described above.

B. Review Consultant Responses

If an RFQ has been advertised, the contractor shall, in consultation with the DOS, review subcontractor responses to the request for qualifications and identify consultants most qualified to undertake the project.

Product: List of qualified consultants as prepared and distributed by the contractor.

C. Request for Proposals

The contractor shall draft a RFP, including a complete project description with site conditions, expected final results, and criteria for selecting a preferred proposal. The RFP shall be submitted to the DOS for review and approval prior to release for solicitation of proposals. After the DOS has reviewed and approved the request for proposals, the contractor may directly notify, through e-mail or regular mail, potentially qualified consultants of the request for proposals. In addition,

if no RFQ was advertised, the contract shall also advertise the RFP in the NY State Contract Reporter, a regional newspaper, or an appropriate trade publication.

D. Submit Supporting Documentation for Consulting Services

If appropriate, the contractor shall submit, at a minimum, the following documentation in support of a single source procurement for consulting services:

- The circumstances leading to the selection of the consultant, including the alternatives considered.
- The rationale for selecting the consultant.
- The dollar amount of the subcontract and the basis upon which was determined that the cost is reasonable, and how that conclusion was reached. Historic pricing of at least three similar, competitively procured projects (including this one) or three quotes (including this one) may be used to show cost reasonableness.

The consultant selected is subject to approval by the DOS.

Product: An approved RFP sent to qualified subcontractors, and, as appropriate, supporting documentation justifying the single-source procurement of a selected consultant, with appropriate certification.

Task 1.4: Consultant Selection

In consultation with DOS, the contractor shall review all proposals received as a result of the RFP. Based on the reviews of the consultant proposals, the contractor shall organize and conduct interviews of the top-ranked candidate consultants. The DOS may participate in the interview process.

At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response
- Understanding of the proposed scope of work
- Applicability of proposed alternatives or enhancements to information requested
- Cost-effectiveness of the proposal
- Qualifications and relevant experience with respect to the tasks to be performed
- Reputation among previous clients
- Ability to complete all project tasks within the allotted time and budget

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration. The consultant selected is subject to approval by the DOS.

The municipal attorney, chief legal officer, or financial administrator for the municipality (contractor) shall certify to the Department of State that the procedures of the municipality,

established pursuant to General Municipal Law, Section 104-b, were fully complied with for all contracts for professional services.

Product: List of top-ranked candidates and letter from the contractor to DOS indicating the selected consultant, and appropriate certification.

Task 1.5: Subcontract Preparation and Execution

The contractor shall prepare a draft subcontract to conduct the work with the selected consultant. The contract shall contain a detailed work plan with adequate opportunity to review stages in completion of the plan, a payment schedule (payments must be tied to receipt of acceptable products in the work plan), and a project cost.

The consultant must specify:

- The professionals from the firm that will be directly involved in the project.
- The composition of the entire team, including firm name and area of responsibility/expertise.
- The persons, including firm affiliation that are assigned to undertake and complete specific tasks that are in the work plan.

The contractor shall submit the draft subcontract to the DOS for review and approval. A copy of the final subcontract, incorporating DOS's comments on the draft, shall be provided to DOS.

Product: Executed subcontract.

Task 1.6: Project Scoping Session with the Selected Consultant

The contractor, the DOS and the consultant shall hold a scoping session to review project and contract requirements, site conditions and to transfer any information to the consultant which would assist in completing the project. The DEC may, and is encouraged to, attend this meeting.

Topics shall include but are not limited to the following:

- project scope and how the budget will be directed
- study area boundary
- community participation and visioning process
- project goal and objectives
- existing relevant information (maps, reports, etc.)
- access to information from past or current projects related to the NYS Brownfield Cleanup Program, the Environmental Restoration Program, the Volunteer Cleanup Program, Superfund, and petroleum spills, including DEC's on-line databases, GIS maps, site summary sheets on key projects, etc.
- responsibilities of the participants (contractor, consultant, DOS and DEC)

- time frames and deadlines
- SEQRA requirements
- expected products

The contractor shall prepare a brief meeting summary to clearly indicate the agreements/ understandings reached at the meeting.

Product: Meeting summary prepared, with note of agreements/understandings reached, and distributed to scoping session participants.

Task 1.7: Project Outline

The contractor shall provide to the DOS, a project outline that reflects the outcome of the project scoping meeting and guides the preparation of the Revitalization Plan. The DOS shall review the project outline and comment. The contractor shall revise, or cause to be revised, the project outline to reflect the comments made by the DOS.

Product: Approved project outline completed and distributed to scoping participants.

Component 2: Capacity Building - Interagency Workshops

The contractor may be requested to prepare for and participate in interagency workshops with appropriate local, county, state, and federal agencies. Interagency workshops/meetings may be conducted to: improve communication and understanding among the agencies about the contractor's community vision, and project objectives and needs; gain an improved understanding by the contractor of various government programs, services, and potential financing (grants and loans) that could be beneficial to advancing the contractor's plan; obtain support from government agencies for permitting, technical assistance, and financing; coordinate government agency actions; and advance the redevelopment process.

Product: Workshop participation and associated preparation.

Component 3: Community Participation and Techniques to Enlist Partners

Task 3.1: Community Participation Summary

The public outreach methods and techniques that will be used to ensure public participation throughout the course of preparing the Revitalization Plan.

Methods and techniques may include, but are not limited to:

- public informational or outreach meetings
- visioning sessions
- design charettes

- workshops
- discussion groups
- surveys
- public meetings and hearings

Public participation should occur early and consistently in the process through visioning workshops, informational meetings, project presentations, and public education. The contractor shall provide DOS and DEC with a minimum of two (2) weeks' advanced notice of all public proceedings relative to the public participation process.

Public participation shall include, at a minimum:

- the use of a local steering committee to guide the plan's preparation
- the preparation, update and maintenance of a community contact list that includes the names, addresses, telephone numbers, and e-mail addresses of individuals and organizations with a stake in the proposed action to be used on a regular basis to keep the contacts informed of progress on the plan
- the initial kick-off meeting to explain the BOA Program and the project's intent and scope, and to solicit initial public input to develop, refine, or confirm the community's vision for the study area, project goals and objectives, opportunities and constraints
- the presentation/review of current conditions, and the review, revision or update of the vision statement and goals and objectives
- the review of the economic and market trends analysis and an exploration of alternative approaches to redevelopment and revitalization
- a public presentation and informational meeting on the draft Revitalization Plan that describes, and allows feedback on the vision for the study area, existing conditions, strategic sites, redevelopment projects; and the study area analysis, findings, and recommendations.

Public outreach should serve to inform the public about the project and serve as a means for the public to participate in forming the plan, thus ensuring community understanding and support. The public participation outline and summary description shall be subject to review and approval by the DOS.

Product: Approved outline and summary description of the community participation plan for the Revitalization Plan.

Task 3.2: Techniques to Enlist Partners

The techniques that will be used to identify and advise potential partners about the plan and to enlist their assistance. This task differs from the Community Participation task above as this task is designed to seek assistance from a variety of potential partners in formulating and implementing the plan. Partners may include but are not limited to: local, county, state or federal

government agencies; property owners; private sector interests; not-for-profit organizations; academic institutions; and other stakeholders.

Consultation methods and techniques used to identify and inform project partners about the plan's status and progress, and to enlist their assistance in the process, including, but not limited to: written correspondence; phone contact; and meetings and workshops involving local, county, state or federal government agencies, property owners, private sector interests, not-for-profit organizations, and academic institutions. Consultation shall include, at a minimum, a presentation to partners on the Revitalization Plan (Sections 1- 3) that describes existing conditions, strategic sites, development projects, and the study area analysis, findings, and recommendations.

The purpose of this task is to:

- Improve communication and understanding about project objectives and needs.
- Gain information about the status of on-going remedial activities and the environmental condition of brownfield sites in the study area.
- Gain information about funding opportunities available from government programs and private-sector or not-for-profit organizations to facilitate clean-ups, foster appropriate redevelopment, rehabilitate existing infrastructure or provide new infrastructure.
- Gain support from government agencies for permitting and financing.
- Gain support from financial institutions, not-for-profits, philanthropic organizations and developers.
- Coordinate government agency and private-sector actions.

The techniques to enlist partners shall be subject to review and approval by DOS.

Product: Approved outline and summary description of the techniques to enlist partners for the Revitalization Plan.

Component 4: Draft Revitalization Plan

The contractor shall prepare a Revitalization Plan that provides an in-depth and thorough description and analysis of the study area. The Revitalization Plan will consist of the following tasks (presented as discrete Sections in the Revitalization Plan), including an economic and market trends analysis, for properties located in the proposed BOA. Emphasis will be placed on the identification and reuse potential of strategic sites that are catalysts for revitalization.

Task 4.1: Description of the Project and Boundary (to be presented as Section 1)

The contractor shall prepare a narrative and map description of the following elements:

A. Lead Project Sponsors

The relationship and organizational structure between the sponsoring municipality and involved community-based organizations or the relationship and organizational structure between the sponsoring community-based organization and the municipality.

B. Project Overview and Description

The project, including: the relationship of the study area to the community and region; acreage in the study area; and the number and size of brownfield sites and other abandoned, vacant, or partially developed sites located in the proposed BOA. The description shall include the area's potential in terms of opportunities for: new uses and businesses; creating new employment and generating additional revenues; new public amenities or recreational opportunities; and restoring environmental quality. The description shall include the relationship of the BOA to any existing comprehensive plans and/or economic development reports or strategies.

Map Requirements - The description shall include: a Community Context Map that shows the location and relationship of the community (in which the proposed BOA is located) to the surrounding municipality, county and region; and a Study Area Context Map that shows the location of the proposed BOA in relation to the community and entire municipality.

C. Community Vision and Goals

A vision statement and the specific goals to be achieved relative to community redevelopment and revitalization as shaped and expressed by the community. Goals may be expressed in terms of: opportunities for new development projects that are desired by the community and will fulfill community development needs; providing new housing opportunities; improving economic conditions; addressing environmental justice issues; providing new recreational opportunities; improving quality of life and environmental quality; or other goals and objectives relevant to the redevelopment of brownfields and the surrounding area.

- Such goals shall, where practicable, reflect to the degree appropriate the principles of sustainable community development, including, but not limited to: strengthening and directing development towards existing communities centers;
- fostering distinctive, attractive communities with a strong sense of place;
- fixing land uses;
- taking advantage of compact building design;
- creating a range of housing opportunities and choices, including affordable housing;
- reusing historic buildings and preserving historic sites;
- preserving open space, farmland, natural beauty, and critical environmental areas;
- providing a variety of transportation choices (public transit, pedestrian, bicycle, etc.);
- creating walkable neighborhoods;
- using best management practices for stormwater management;

- making development decisions predictable, fair and cost effective; and,
- encouraging community and stakeholder collaboration in development decisions.

A description will also be provided that explains the relationship of the proposed project vision, goals, and objectives to any existing community vision, revitalization strategies, and or comprehensive plans.

D. BOA Boundary Description and Justification

The proposed BOA boundary and a justification of the proposed boundary. The borders should follow recognizable natural or cultural resources such as, but not limited to: highways, local streets, rail lines, municipal jurisdictions or borders, or water bodies. The project study area should be between 50-500 acres.

The borders must be justified in terms of:

- land uses that affect or are affected by identified potential brownfields;
- natural or cultural resources with a physical, social, visual or economic relationship to identified potential brownfields; and
- areas necessary for the achievement of the expressed goals of the BOA.

Map Requirement - The description shall also include a BOA Boundary Map that clearly shows and identifies the location and boundaries of the study area.

Product: A complete narrative Description of the Project and Boundary, and all required maps, as described in Task 4.1 above. This narrative and associated maps will be presented in the draft Revitalization Plan as Section 1.

SEQRA - Section 1 shall satisfy Generic Environmental Impact Statement content requirements by including a concise description of the proposed action, its purpose, public need and benefits, including social and economic considerations [6 NYCRR Section 617.9 (b)(5)(i)]. This description shall be included in the Project Overview and Description (item B. above).

Task 4.2: Community Participation and Techniques to Enlist Partners (to be presented as Section 2)

A. Community Participation

The techniques or processes by which local participation in the development of the Revitalization Plan has been achieved, as outlined in Component 3, including the partners or potential partners in terms of municipalities, community based organizations, regional entities, private interests and other stakeholders that are involved or expected to be involved in the project.

B. Techniques to Enlist Partners

The meetings or workshops that have occurred, and will occur, at appropriate and key stages during the preparation of the Revitalization Plan, as outlined in Component 3.

Product: A complete narrative description of the Community Participation Plan and Techniques to Enlist Partners as described in Task 4.2 above. This narrative shall be presented in the draft Revitalization Plan as Section 2.

Task 4.3: Analysis of the Proposed BOA (to be presented as Section 3)

A. Community and Regional Setting

A summary description and analysis of the contextual relationship of the proposed BOA to the community, municipality and region that includes, but is not limited to: community size, population, and location in relation to the county and region; key demographic information and trends; housing trends and needs; the area's economic history and current condition including income, dominant employment sectors, and unemployment figures; land use history and current status; transportation systems; infrastructure; and natural features. This summary may rely primarily upon existing reports and plans.

B. Inventory and Analysis

An inventory and analysis for the entire BOA, including an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed BOA, with an emphasis on the identification and reuse potential of strategic sites that are identified by the community as catalysts for revitalization.

The inventory and analysis must include the information needed to develop specific and realistic recommendations for the use of land and groundwater, and for recommended implementation projects, in the proposed BOA.

The BOA may be divided into logical sectors or subareas to organize, facilitate, and clearly present the inventory and analysis. The study area, sectors, or subareas must be described in terms such as: total acres; acres developed and vacant, including strategic sites for redevelopment; and percent of the total area or sector developed with specific land use types and percent of land area vacant. The inventory and analysis shall include, but not be limited to, a description of the following:

Existing Land Use and Zoning - A description and analysis of the existing land use pattern and zoning districts within the BOA, including:

- location of study area as it relates to the community;
- total land area in acres and area of each sector or subarea in acres of the proposed

BOA;

- existing and adjacent land and water uses including, but not limited to, residential, retail, commercial, mixed use, water-dependent, industrial and manufacturing, publicly or privately owned vacant or underused sites, dedicated parks and dedicated open space, and institutional uses, and cultural uses;
- land area committed to each land use category;
- brownfield sites and all underused, abandoned, or vacant properties that are publicly and privately owned;
- known data about the environmental conditions of the properties in the area;
- existing zoning districts and other relevant local laws or development controls guiding land use including but not limited to historic districts and historic business zones

Map Requirements - The description and analysis of the existing land use pattern and zoning must include: an Existing Land Use Map that shows the pattern of existing land use; and an Existing Zoning Map that shows the location and type of zoning districts and economic designations or zones.

Brownfield, Abandoned, and Vacant Sites - A complete summary and analysis of relevant brownfield, abandoned, and vacant sites, including size and condition, current ground water conditions, and potential contamination issues based on: review of existing or historical records and reports, aerial or regular site photographs, and existing remedial investigations, studies and reports; field observations from locations adjacent to or near the site, or, if permission is granted, from being present on the site; interviews with people that are familiar with the land use history of the site; and/or any other known data about the environmental conditions of the properties in the proposed BOA, as needed.

For each relevant brownfield and abandoned or vacant site, complete descriptive profiles shall be provided in a format determined by the DOS, and shall include, but not be limited to:

- site name and location, including owner, site address, and size in acres;
- location on the Underutilized Sites Location Map;
- current use or status and zoning;
- existing infrastructure, utilities, and site access points;
- proximity to existing transportation networks;
- natural and cultural resources or features;
- adjacent uses;
- environmental and land use history, including previous owners and operators;
- known or suspected contaminants, and the media which are known or suspected to have been affected (soil, groundwater, surface water, sediment, soil gas) based on existing environmental reports and other available information; and,
- use potential (residential, commercial, industrial, recreational) including potential redevelopment opportunities.

A list of potential information sources is provided. A description of the information sources used to create the site profiles shall be included within this section of the Revitalization Plan report.

Map Requirement - The description shall include an Underutilized Sites Location Map that clearly shows the location, borders and size of each brownfield site and other underutilized, abandoned or vacant sites that are privately or publically owned, with an identifying reference to the attached profiles.

Strategic Sites - A description of the process and factors used to determine strategic sites for redevelopment. Factors that may be used to identify strategic sites can include but are not limited to: overall importance to the community and the revitalization effort; location; ownership and owner willingness; on-site structures; level of contamination; property size and capacity for redevelopment; potential to spur additional economic development or positive change in the community; potential to improve quality of life or to site new public amenities; community support for proposed projects for the site; adequacy of supporting or nearby infrastructure, utilities and transportation systems; and other factors as may be determined by the community.

Redevelopment plans/strategies will be developed for five to eight key sites with significant redevelopment opportunity.

Map Requirement - The description shall include an Underutilized Sites Location Map that clearly shows the location, borders and size of strategic sites that have been identified through the planning process.

Land Ownership Pattern - A description and analysis of the private and public land ownership pattern including: land and acres held in public ownership (municipal, county, state, and federal); land held in private ownership; brownfields held in private or public ownership; and land committed to road/rights-of-way.

Map Requirement - The description shall include a Land Ownership Map that shows the primary public and private land ownership patterns.

Parks and Open Space - A description of all public (municipal, county, state, and federal) and privately owned lands that have been dedicated for or committed to parks or open space use.

Map Requirement - The description shall include a Parks and Open Space Map that shows lands that have been dedicated or committed for park or open space use.

Building Inventory - A description and analysis of key buildings in the area, including: building name, levels, gross square footage, original use, current use, condition, and ownership.

Map Requirement - The description shall include a Building Inventory Map that shows the location of key buildings.

Historic or Archeologically Significant Areas - A description and analysis of historic or archeologically areas, sites, districts, or structures that are of local, state or federal significance.

Map Requirement - The description shall include a Historic or Archeologically Significant Areas Map that shows resources of historic significance (may be shown as part of the Building Inventory Map).

Transportation Systems - A description and analysis of the types of transportation systems (vehicular, rail, subways, air, navigable waterways, esplanades) in the study area and the types of users (truck, car, bus, ferry, train, subway, recreational and commercial vessels, pedestrian, bicyclists, etc.).

Map Requirement - The description shall include a Transportation Systems Map that shows primary transportation networks and systems.

Infrastructure - A description and analysis of the area's infrastructure (water, sewer, stormwater, etc.) and utilities including location, extent, condition and capacity. This description and analysis will also include parking lots and garages.

Map Requirement - The description will include an Infrastructure and Utilities Map that shows the areas primary infrastructure.

Natural Resources and Environmental Features - A description and analysis of the area's natural resource base and environmental features and current conditions including, but not limited to: upland natural resources and open space; geologic, soil and topographic resources; surface waters and tributaries, groundwater resources and use; wetlands; flood plains; erosion hazard areas; fish and wildlife habitats; air quality maintenance areas; visual quality; agricultural lands; and locally, state, or federally designated resources.

Map Requirement - The description shall include a Natural Resources and Environmental Features Map that shows the location of primary natural resources and environmental features.

C. Economic and Market Trends Analysis

An economic conditions and market trends analysis that, when combined with the inventory and analysis, will sufficiently and thoroughly justify a range of realistic future land uses to occupy the study area and strategic sites that are targeted for redevelopment. Future land uses must be economically viable, compatible, and appropriate for the area targeted for redevelopment.

The economic analysis shall include existing and projected socio-economic conditions within the municipality and the region, and consider the following: population; labor force and earnings; employment (public and private); transportation factors; land available for development; types of potential future land uses most appropriate for the study area; development impacts; and a description of benefits such as employment, impact on the area targeted for redevelopment,

municipal tax revenues, economic benefits from construction and subsequent business operations, and economic multipliers to the municipality and region from desired end land uses.

The economic and market trends analysis may consist of a macro (state and regional) and micro (neighborhood, street, block, site specific) analysis. If a macro analysis is conducted, the contractor shall consult with the NYS Empire State Development Corporation and the NYS Department of Labor and other sources identified below to obtain the most up to date and relevant information on macro-economic issues, such as national, state and regional business, labor and employment trends. The analysis shall include a micro-economic and real estate trends analysis that addresses issues and opportunities at the municipal, neighborhood, block and site specific levels relevant to the proposed BOA.

In addition to a market analysis, a marketing strategy and marketing materials will be prepared for the Buckbee Mears site; a large industrial parcel with several buildings that is the subject of a recent EPA Superfund cleanup effort.

Additional sources upon which the economic analysis will be prepared may include but not be limited to:

- telephone surveys and interviews with local business owners, chamber of commerce, appropriate civic groups, and municipal officials
- local, county, regional planning boards
- county or regional economic reports and assessments
- local or regional visitors and convention bureaus
- local, county, state, or metropolitan transportation bureaus or councils
- recreational and commercial boating organizations and reports
- maritime trade organizations and associations
- county assessor's office
- New York State Department of Labor, Division of Research and Statistics
- New York State Division of Equalization and Assessment
- New York State Department of Commerce
- American Planning Association
- U.S. Bureau of the Census
- U.S. Census Transportation Planning Package
- U.S. Census of Retail Trade
- U.S. Immigration and Naturalization Service
- U.S. Department of Commerce, Bureau of Economic Analysis; Metropolitan Statistical Area Projections; Patterns of Metropolitan Area and County Population Growth; RIMS-II economic multipliers for specific counties
- U.S. Army Corps of Engineers, Waterborne Commerce of the United States

D. Key Findings and Recommendations

A thorough description and analysis of opportunities, and redevelopment potential for properties located in the proposed BOA. Emphasis is to be placed on the identification and reuse potential of strategic brownfield sites that may be catalysts for revitalization.

E. Summary Analysis, Findings, and Recommendations

A summary analysis and subsequent findings shall be prepared based on the more thorough analysis produced as a result of the tasks described above, including a review of existing comprehensive plans and/or economic development reports or strategies, and shall include, but is not limited to, the following:

- an analysis and findings based in part on the economic and market trends analysis, that provides an in-depth and thorough description of existing conditions, including an assessment and summary of existing land use and zoning;
- an analysis and findings of reuse and development opportunities and needs for properties located in the proposed BOA, with an emphasis on the identification and description of reuse and redevelopment opportunities, for strategic sites that have been identified by the community as catalysts for revitalization;
- identification of strategic brownfield sites that are potential candidates for site assessment;
- an analysis and findings that shall include anticipated end or future land uses including residential, commercial, industrial, recreational or cultural, and a clear comparison of proposed uses and necessary or desired zoning changes to existing land use and zoning;
- an analysis and findings regarding publicly controlled and other lands and buildings which are or could be made available for development or for public purposes;
- an analysis and findings regarding potential interim land uses for strategic brownfield sites that have been identified by the community as catalysts for revitalization;
- anticipated future use of groundwater; and,
- an analysis and findings of necessary infrastructure improvements and other public or private measures needed to stimulate investment, promote revitalization, and enhance community health and environmental conditions.

Provide a series of key recommendations, including proposed specific actions and techniques to be undertaken, to serve as the basis for the Implementation Strategy scope of work.

Product: A complete narrative of the Analysis of the BOA, and all required maps, as described in Task 4.3 above. This narrative and associated maps will be presented in the draft Revitalization Plan as Section 3.

SEQRA - Section 3 shall satisfy Generic Environmental Impact Statement content requirements by including a concise description of the environmental setting of the areas to be affected, sufficient to understand the impacts of the proposed

action and alternatives [6 NYCRR Section 617.9 (b)(5)(ii)]. This description shall be included in the description of the Community and Regional Setting and Inventory and Analysis (items A. and B. above).

Task 4.4: Review of Strategic Brownfield Sites

Prior to completion of the summary analysis and findings, the contractor shall hold discussions with DEC and DOS regarding the identified strategic brownfield sites that may be candidates for site assessment funding. The recommended discussions will serve to aid in prioritizing the sites that may be eligible for Site Assessment funding or technical assistance under BOA, the State's remedial programs (i.e., Environmental Restoration Program, or Brownfield Cleanup Program), or other programs.

Product: List of candidate sites to be considered for Site Assessment funding.

Component 5: Activities to Advance Area-wide Redevelopment and Strategic Sites

Task 5.1: Multi-modal Transportation Study

A study to develop and prioritize specific multi-modal improvements in the SCRA. In addition to overall multi-modal improvements, specific components will include:

- a traffic study to investigate impacts to residential areas from truck traffic and to develop solutions;
- a public conceptual design process to foster improvements to the Port Watson Street Corridor; one of the main gateways into the City; and
- an investigation into, and development of conceptual plans for a greenway along a former rail line that is recommended in the City's Comprehensive Plan.

Product: A complete study of the potential multi-modal transportation opportunities.

Task 5.2: Housing and Neighborhood Study

An investigation in a number of issues with the housing stock within the study area, including condition, affordability and availability. In order to create a strategy to address existing problems, the City will undertake a housing and neighborhood study including:

- Housing Conditions Inventory of all residential structures in the study area. This will include an exterior conditions survey to classify each structure. Structures will also be identified as owner-occupied or rental properties, and will include the number of units, age, construction type and number of stories. Data will be analyzed and mapped to determine concentrations of housing deterioration, levels of deterioration, and the types and mix of housing.
- Neighborhood Survey to gather data on household composition and input on housing issues.

- Housing Market Analysis of the market forces and trends including level of demand for various population segments and housing types, and factors impacting/limiting investment in existing housing stock.

Product: A complete study of, and strategy for improving, neighborhood housing.

Component 6: Completion and Distribution of the draft Revitalization Plan

Task 6.1: Draft Revitalization Plan and Executive Summary

The contractor shall prepare the initial draft Revitalization Plan and Executive Summary, reflecting the ideas and views expressed during the community participation process. The document shall include, if necessary, a revised vision statement, goals and objectives, and provide a description of development and community revitalization opportunities to achieve the identified goals and objectives.

The Executive Summary shall include, in no more than fifteen (15) pages, the following:

- Community and project overview and description, including the study area boundary;
- The community's vision for the area, major goals and objectives;
- Public participation process;
- Conditions, opportunities and assets in the study area and key natural resources;
- Economic niche or economic opportunities based in part on economic and market trends;
- Strategic sites and associated redevelopment opportunities; and,
- Key findings and recommendations.

The draft document shall be submitted to DOS for review and comment. The contractor must submit five copies of the draft Revitalization Plan, including three paper copies and two electronic copies, consistent with the organization and format requirements above. No additional copies of the draft Revitalization Plan will be printed or distributed without the approval of the DOS.

Product: Draft Revitalization Plan.

Task 6.2: Draft Revitalization Plan and Executive Summary

The contractor shall prepare a draft Revitalization Plan and Executive Summary, reflecting the comments received by the grant recipient and the DOS.

Product: Draft Revitalization Plan and Executive Summary.

Task 6.3: Interagency/Partner Engagement

Upon review, the contractor and the DOS may coordinate a discussion of opportunities for implementation of the BOA. Such discussion will serve as a basis for developing a realistic implementation strategy in Step 3 of the BOA planning process.

Product: Report summarizing points of agreement regarding necessary actions for the successful implementation of the BOA Plan.

Component 7: Final Revitalization Plan and Advancing to BOA Program Step 3

Task 7.1: Preparation of Final Revitalization Plan

Based on comments received during the review period, the contractor shall prepare a final Revitalization Plan. The final Revitalization Plan shall be submitted, along with a "redline/strikeout" version for comparison purposes, to DOS for review and comment, consistent with the organization and format requirements above. No additional copies of the Revitalization Plan will be printed or distributed without approval by the DOS.

Product: Final Revitalization Plan

Task 7.2: Application for Project Advancement

Upon completion of all tasks and receipt of acceptable report products, the contractor may submit an application to complete an Implementation Strategy, including an application for site assessments, for the BOA. If site assessment funding is sought, the contractor shall complete a Site Assessment Form for each strategic brownfield site. Conceptual approval, based on a consult with a DEC Remedial Manager, is highly recommended prior to proceeding with the site assessment application. A completed Site Assessment Form should be included (one for each strategic brownfield site that site assessment funding is being sought for) with the application to advance to Step 3.

Product: Completed application to continue work under the BOA Program and Site Assessment Form completed for each strategic brownfield.

Component 8: NYS Environmental Quality Review

Task 8.1: Environmental Assessment Form

As early in the process as practicable, but no later than completion of the Summary Analysis in the Revitalization Plan, the contractor shall complete Part 1 of the full Environmental Assessment Form (EAF). If the contractor is not a municipality, the contractor shall submit Part 1 of the full EAF to the appropriate municipality.

Product: Completed Part 1 of the full Environmental Assessment Form.

Task 8.2: Lead Agency

The municipality shall circulate the completed Part 1 of the full EAF and request lead agency status under the State Environmental Quality Review Act (SEQRA). With regard to SEQRA, the municipality and DOS are involved agencies, since the BOA will be designated by the New York State Secretary of State, and may be locally adopted. The DEC is a potential involved agency since Site Assessments undertaken through the Revitalization Plan Program will be funded and administered by the DEC.

Product: Completed Environmental Assessment Form and letter requesting lead agency status.

Task 8.3: Determine Significance

Within twenty (20) days of designation of lead agency, or within twenty (20) days of receipt of sufficient information, the lead agency shall make a Determination of Significance. If determined by the Lead Agency that the proposed BOA will have a significant adverse environmental impact, a Positive Declaration must be prepared and a Generic Environmental Impact Statement will be required OR if determined by the Lead Agency that the proposed BOA will not have a significant adverse environmental impact, a Negative Declaration must be prepared. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary.

Product: State Environmental Quality Review Act Determination of Significance filed.

Task 8.4: Scoping Session

If a positive determination is made, the lead agency shall initiate a scoping session by providing a draft scope to all involved agencies, and, based on comments received during the scoping session, shall, within sixty (60) days of the scoping session, provide a final scope of issues to be addressed in the draft GEIS.

Product: Written scope of issues to be addressed in the draft GEIS.

Component 9: Project Reporting

Task 9.1 MWBE Quarterly Reports

The contractor and its consultants and/or contractors shall submit MWBE Quarterly Reports (every March 31, June 30, September 30, and December 31) on the form provided, including a breakdown of payments issued to state-certified MWBE firms during the quarter.

Products: MWBE quarterly reports submitted to DOS during the life of the contract.

Task 9.2 Project Status Reports

The contractor shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed semi-annual reports during the life of the contract.

Task 9.3: Final Project Summary Report

The Contractor shall work with the DOS project manager to complete the Final Project Summary Report form. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report.

Task 9.4: Progress Report on Actions Taken to Advance Redevelopment and Revitalization

To gauge the impact of the BOA project on revitalization efforts, the contractor shall complete a progress report at or near the completion of the report. This report will describe significant projects undertaken to advance the implementation of the BOA Plan, and document the associated public and private investments to advance or achieve BOA Plan goals.

Projects and associated investments may consist of a range of site specific redevelopment activities, infrastructure improvements, new/enhanced public amenities or natural resource restoration or enhancements. All public and private funds that have been leveraged should be identified and described as outlined in the report form instructions.

Product: Progress Report

Task 9.5 Revitalization Strategy Report

The contractor shall draft a brief, one- or two-page summary of the revitalization strategy to be used in presentations to various stakeholders. The project summary shall include:

Community Context and Project Description -- a one- to three-paragraph description, including a brief history of the community's development and a description of current conditions, the size and character of the study area, primary redevelopment objectives and specific issues being addressed in terms of redevelopment, community revitalization, job creation, public infrastructure, amenities, and natural resources protection or enhancement.

Accomplishments – a description of significant projects undertaken to advance implementation of the revitalization strategy, and associated public and private investments.

Next Steps - a list of activities to advance intended development and/or implementation of the BOA revitalization strategy including, but not limited to: housing, retail, mixed use, industrial, recreational, cultural, infrastructure, and public amenities.

Product: Completed revitalization strategy report.

4. Project Management and Responsibilities

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan referenced in the executed contract with the DOS.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and sub consultants.
- will certify to the DOS that the procurement for project consultants and subcontractors was achieved through a competitive process.
- will receive approval from the DOS for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the DOS and DEC informed of all important meetings for the duration of this contract.
- will ensure that all products prepared as a part of this work plan shall include the NYS Comptroller's Contract #.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the DOS, other agencies, and the project steering committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the DOS and will not be reimbursed unless and until the DOS finds the work or products to be acceptable.
- will participate, if requested by DOS, in a training session or sessions focused on developing and implementing revitalization strategies.

The Department of State:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).

- will participate in initial project scoping and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet project objectives.

**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 twenty-five percent (25%) 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 (25%) 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 3/31, 6/30, 9/30, 12/31
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- 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 _____ 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 30 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 60 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.

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 60 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 at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. 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.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Progress Report (Project Status Form)	Start of contract through current date	6/30* 12/31*
MWBE Report (Form F – Quarterly Report)	1/31 through 3/31 4/1 through 6/30 7/1 through 9/30 10/1 through 12/31	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	