



**Town of Poughkeepsie
Comprehensive Plan Review Committee**

Comprehensive Plan Update - Request for Proposals (RFP)

The Town of Poughkeepsie, with a population of about 45,000 persons, is the largest municipality in Dutchess County, New York. Located along the eastern side of the Hudson River in the heart of the Hudson Valley, the Town surrounds the City of Poughkeepsie on three sides and includes a portion of the Village of Wappingers Falls. Its approximately 31 square miles also border the Towns of Wappinger, Lagrange, Pleasant Valley, and Hyde Park. The Town could generally be characterized as suburban, but it also contains urban neighborhoods such as Arlington, and rural areas. Its diverse mix of land uses includes many types of residential, commercial, industrial, institutional, and recreational uses. The Town is home to Marist College, Vassar College, and Dutchess Community College, the Poughkeepsie Galleria Mall, Mid-Hudson Regional Hospital, and IBM.

INTRODUCTION

The Town of Poughkeepsie has established a Comprehensive Plan Review Committee (CPRC) to prepare an Update to its 2007 Town Plan and Final Generic Environmental Impact Statement (FGEIS). Much has changed in the Town over the last decade, and the Town Board recognizes that the preparation of a Comprehensive Plan Update provides an opportunity to take a holistic view of growth and change in the community in order to prepare for a more sustainable future. The Comprehensive Plan serves as a guide to local land use policy and decision-making, and can therefore play a significant role in preparing the Town to respond to future challenges.

From a land use perspective, the 2007 Plan was organized around a “Centers and Greenspaces” framework consistent with Greenway Connections, Dutchess County’s Hudson River Valley Greenway Compact Program. Following the principles of Smart Growth, a primary Greenway Connections policy was to “focus development more efficiently in and around traditional centers and avoid overdevelopment of the rural surroundings.” The Town’s 2007 plan, and the zoning amendments that immediately followed, implemented this policy in a manner that suited the particular characteristics of Poughkeepsie. Among other things, several mixed-use Town Center zoning districts were created to focus development in appropriate locations and more rural portions of the Town were up-zoned to reduce residential density and preserve open space. Now, more than ten years later, it is time for the Town to assess our progress and to refine our approach accordingly. Updating the Comprehensive Plan is the proper vehicle for doing so.

The Town of Poughkeepsie Comprehensive Plan Review Committee (CPRC) held its first meeting on June 27, 2018 and expects to continue working with the community over the next several months to prepare a draft plan update for consideration by the Town Board. The Committee intends to involve the community using a variety of public engagement techniques including workshops, stakeholder meetings, surveys, and the internet. Initial work already underway by the Committee and Town staff is focused on documenting existing conditions and identifying issues of concern that should be addressed through the plan. Over the past year the CPRC and Town Staff have:

- Conducted an initial round of public workshops at three locations around Town to identify issues of concern that should be considered by the Committee.

- Held monthly committee meetings, including several organized to learn more about particular topics that are important to the future growth and development of the Town. We have:
 - Discussed infrastructure with the Town's Water, Sewer, Highway and Engineering Departments;
 - Met with the Superintendents of all four public school districts in the Town;
 - Learned about emergency services from the three Fire District Chiefs and from the Town's Chief of Police;
 - Talked to the DEC's Hudson River Estuary Program, Scenic Hudson, Riverkeeper, and Cornell Cooperative Extension of Dutchess County about how environmental agencies and organizations in the region work with local governments to achieve shared goals; and
 - Convened a panel of local developers to discuss development trends and to consider ways that the Town can improve the development review process and address issues of mutual concern in the future.
- Established a CPRC webpage on the Town of Poughkeepsie website. Information about the Comprehensive Plan and the CPRC (including notes from previous meetings and public workshops) can be found at:
<http://www.townofpoughkeepsie.com/planning/cprc/index.html>
- Worked with the Dutchess County Department of Planning and Development to prepare an initial set of GIS maps about the Town.
- Worked with a graduate planning intern to collect information about the town and to prepare a draft analysis of existing conditions.
- Applied for, and was awarded grants from the Hudson River Valley Greenway and the DEC's Climate Smart Communities Program.

We are now in a position to solicit proposals/qualifications from planning consultants through a competitive process. The selected consultant will collaborate with the CPRC and staff to engage the public, develop a vision statement and goals for the future, consider alternatives, and prepare plan recommendations and implementation strategies. The Committee would like to have a preliminary draft of the Comprehensive Plan Update completed in the first half of 2020; and would then work, with staff and the consultant's assistance, to have the plan adopted by the Town Board following the procedures outlined in Town Law Section 272-a and in accordance with SEQR.

The Town of Poughkeepsie (herein referred to as the "Town") will receive sealed proposals from qualified firms to work with the CPRC and Town staff to prepare a Comprehensive Plan Update. **Seven (7) signed hardcopies and a digital (.pdf) version of your proposal (in the format outlined below) shall be submitted to:**

Ms. Felicia Salvatore, Town Clerk
 Town of Poughkeepsie
 1 Overocker Road
 Poughkeepsie, NY 12603

All proposals must be received by **Noon (12:00 p.m.) on Friday, August 2, 2019.**

GENERAL TASKS

Responses to this RFP shall include a Proposed Scope of Work that includes, at a minimum, the following activities/tasks:

- Monthly working meetings with the Comprehensive Plan Review Committee (CPRC).
- Interim coordination with Town staff and the Committee Chair.
- Consultant review of the Town's 2007 Town Plan and Final Generic Environmental Impact Statement (FGEIS) as well as other Town Planning documents and our existing land use regulations.
- Data collection / Analysis of Existing Conditions – refinement of the draft analysis prepared by our intern and initial GIS mapping prepared by Dutchess County.
- Development and execution of a robust public outreach process to ensure community involvement at key points in the development of the Comprehensive Plan Update.
- Preparation of various plan components such as: Vision and Goals, Plan Recommendations, and Implementation. The plan shall include general recommendations on changes that should be made to the Land Use and Development Code to make it consistent with the Plan Update.
- Incorporation of Sustainability Elements to further the Town's goal to become a certified Climate Smart Community. Sustainability Elements will be integrated throughout the Comprehensive Plan Update. Consultant shall assist the Town in ensuring that all requirements associated with the Town's contract with the DEC's Climate Smart Communities program are met.
[Note: the Town's contract with NYS is still in progress. Appendix A includes the work plan approved by the Office of Climate Change, a description of certification action PE6.1 Action: Comprehensive Plan with Sustainability Elements, and the boilerplate language from the state master contract for grants (MCG). The consultant will be expected to conform to the areas related to subcontractors (the Town is considered the contractor so any firm we hire is considered the sub under the MCG)]
- Incorporation of Hudson River Valley Greenway criteria throughout the Comprehensive Plan Update. Consultant shall assist the Town in ensuring that all requirements associated with the Town's contract with the Hudson River Valley Greenway are met.
[Note: Appendix B contains a copy of the signed Memorandum of Understanding (MOU) between the Town and the Greenway Communities Council and a copy of the Workplan submitted with our approved grant application to the HRVG].
- Assistance with the plan adoption process consistent with Town Law Section 272-a, and with SEQR.

PROPOSAL FORMAT

Responses to this RFP shall include the following:

- A signed cover letter
- Firm introduction – information about the firm (or firms, if submitting as a team) such as the firm's history, experience, areas of expertise, and office location(s)
- Project Understanding and Proposed Scope of Work – must incorporate, at a minimum, all of the *General Tasks* identified above.
- Proposed Timeline – coinciding with the Proposed Scope of Work

- Project staffing – Include a resume for each person who is identified in the staffing plan. Clearly identify a Project Manager who will serve as the Town’s primary point of contact throughout the project.
- Related Project Experience – provide summaries of similar projects that the firm(s) has completed. For each, provide the name, address, phone number, and email for a contact person who can serve as a reference. [All proposing firms authorize the Town to contact all references and to conduct such other investigations or background checks as it may deem reasonable.]
- One or two examples of a Comprehensive Plan (final report) prepared by your firm
- Proposed Project Budget (**in a separate sealed envelope**) – For the purposes of understanding the level of effort associated with your proposal, the proposed budget should be illustrated in terms of hours by task (from the Proposed Scope of Work) for each staff person assigned to the project multiplied by their billing rate. Include an estimate of any anticipated expenses and a description of how travel time will be billed. A proposed total project budget – inclusive of all time and expenses – shall be clearly shown.
- Signed copies of the Required Forms located in Appendix C:
 - NON-COLLUSION CERTIFICATE
 - IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATE

QUESTIONS

Questions about this RFP must be submitted to Michael Welti, AICP, Director of Municipal Development, via email – mwelti@townofpoughkeepsie-ny.gov – by 4:00 PM on Monday, July 22nd.

Responses to all questions received will be prepared by the Town’s Planning Staff. These responses will be posted on the CPRC’s website by Friday, July 26th.

PROPOSAL EVALUATION

Proposals will be evaluated on the basis of:

- Firm experience with similar assignments in similar communities
- Qualifications and experience of key personnel assigned to the project
- Proposed approach to the project – including the effectiveness of the proposed scope of work and the reasonableness of the proposed timeline
- Value and cost

A subcommittee of the CPRC will evaluate proposals and select two or more finalists who will be invited for interviews during the month of August. It is our intention to select a preferred consultant, to negotiate a contract, and to receive authorization from the Town Board in September. If we are able to stick to this schedule, we will have a kickoff meeting with the consultant at the CPRC’s September 25th, 2019 meeting.

The Town reserves the right to reject any and all proposals, to waive any informality or technicality in any proposal in the interest of the Town, and to determine the ultimate scope of the contract.

APPENDIX A
CLIMATE SMART COMMUNITIES PROGRAM

ATTACHMENT C – WORK PLAN

Summary

PROJECTNAME: **Comprehensive Plan Update with Sustainability Elements**

CONTRACTOR SFSPAYEE NAME: **Town of Poughkeepsie**

CONTRACTPERIOD: **From: 03/15/19**

To: 03/14/24

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

The Town of Poughkeepsie will update its 2007 Comprehensive Plan to include Sustainability Elements as part of its goal to become a certified Climate Smart Community. Sustainability Elements will be integrated throughout the existing Comprehensive Plan.

To maximize the broad-based nature of the update, the Town will develop public outreach and engagement to involve stakeholders from all segments of the community and define what “sustainability” means to the people of Poughkeepsie. A baseline assessment will be conducted to analyze existing conditions. Goals will be set to address environment, economy, and equity. Strategies will be determined to accomplish the Town’s sustainability goals and to detail its implementation actions.

The Town of Poughkeepsie Comprehensive Plan Review Committee will work with the community, a planning consultant and Town staff to prepare the plan update for consideration by the Town Board. The final updated version of the Comprehensive Plan with Sustainability Elements will be posted to the Town website.

ATTACHMENT C – WORK PLAN

Detail

OBJECTIVE	TASKS	PERFORMANCE MEASURES
1. Project Administration.	a. Initial contract meeting with Town and DEC OCC held:	i. Meeting summary.
		ii.
		iii.
	b. Project administration:	i. Quarterly progress reports (including reimbursement requests, as needed)
		ii. Final reimbursement request due to DEC OCC.
		iii. Final project report and all deliverables.
	c. Public Relations:	i. Notify DEC OCC of any press events, releases, or groundbreaking ceremonies.
		ii. The following statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles and web posting, as well as all documents, brochures, reports, signage, maps, and exhibits: "This project has been funded in part by the Climate Smart Community Grant Program, Title 15 of the Environmental Protection Fund through the New York State Department of Environmental Conservation."
		iii.

ATTACHMENT C – WORK PLAN

OBJECTIVE	TASKS	PERFORMANCE MEASURES
2: Procure Consultant(s) and/or Contractor(s).	a. Draft RFP:	i. Submit draft RFP (that includes DEC OCC contract) to DEC OCC for review. (MWBE does not apply to certification grants.)
		ii.
		iii.
	b. Release RFP:	i. Submit copies of advertisements placed for RFP through appropriate media, such as local newspaper and professional journals.
		ii.
		iii.
	c. Select consultant:	i. Submit list of applicants.
		ii. Submit Intent to Hire letter to DEC OCC.
		iii.

ATTACHMENT C – WORK PLAN

OBJECTIVE	TASKS	PERFORMANCE MEASURES
	d. Execute subcontract with planning consultant:	i. Submit copy of executed subcontract.
		ii.
		iii.
	e. Meeting with Committee, Town and consultant:	i. Summary of meeting showing plan for completing scope of work.
		ii.
		iii.
	f.	i.
		ii.
		iii.

ATTACHMENT C – WORK PLAN

OBJECTIVE	TASKS	PERFORMANCE MEASURES
3: Develop Public Outreach and Engagement Plan.	a. Write plan:	i. Copy of community engagement plan.
		ii. Schedule for workshops, committee and public meetings.
		iii. Summary of meetings.
	b.	i.
		ii.
		iii.
	c.	i.
		ii.
		iii.

ATTACHMENT C – WORK PLAN

OBJECTIVE	TASKS	PERFORMANCE MEASURES
4. Community Assessment	a. Define what “sustainability” means to the community:	i. Document defining “environment”, “economy” and “equity”.
		ii.
		iii.
	b. Inventory and Analysis:	i. Existing conditions with Inventory of issues and areas of concern.
		ii. Final inventory and analysis report.
		iii.
	c.	i.
		ii.
		iii.

ATTACHMENT C – WORK PLAN

OBJECTIVE	TASKS	PERFORMANCE MEASURES
5. Develop Sustainability Elements	a. Define the five sustainability elements in relation to the community: 1. Support alternative modes of transportation, 2. Promote smart growth principles in land-use policies, 3. Conserve natural areas, 4. Promote a healthy and safe community and 5. Foster equity.	i. Elements integrated into Comprehensive Plan.
		ii.
		iii.
	b. Implementation Strategies:	i. Recommendations on priorities for implementation.
		ii. Report of solutions and implementation techniques.
		iii.
	c.	i.
		ii.
		iii.

ATTACHMENT C – WORK PLAN

OBJECTIVE	TASKS	PERFORMANCE MEASURES
6. SEQRA Review.	a. SEQR action review of updated Comprehensive Plan by the Town Board:	i. Approved documents submitted to DEC OCC.
		ii.
		iii.
	b.	i.
		ii.
		iii.
	c.	i.
		ii.
		iii.

ATTACHMENT C – WORK PLAN

OBJECTIVE	TASKS	PERFORMANCE MEASURES
7. Draft Update to Comprehensive Plan.	a. Finalize update:	i. Submit to DEC OCC for review and comment.
		ii. Integrate DEC OCC comments.
		iii.
	b. Release draft for public comment:	i. Draft released, comment solicited.
		ii. Public comment documented.
		iii.
	c. Revision incorporating DEC OCC and public comment:	i. Final draft.
		ii.
		iii.

ATTACHMENT C – WORK PLAN

OBJECTIVE	TASKS	PERFORMANCE MEASURES
8. Final Update to Comprehensive Plan.	a. Update complete:	i. Update submitted to Town Board for review and comment.
		ii. Town Board comment incorporated into update.
		iii. Revised Final Comprehensive Plan submitted to Town Board.
		iv. Approved and adopted Comprehensive Plan with Sustainability Elements submitted to DEC OCC, along with minutes of approval and adoption meeting.
		v. Memorandum explaining how the plan reflects the Sustainability Elements outlined in the Climate Smart Communities program, including the specific page numbers where the relevant information can be found.

PE6 Action: Comprehensive Plan with Sustainability Elements

3 — 21 Points



BRONZE PRIORITY



SILVER PRIORITY

A. Why is this action important?

Local governments are responsible for planning in a number of areas, including housing, transportation, water, open space, waste management, energy, and disaster preparedness. In New York State, these planning efforts can be combined into a comprehensive plan that steers investments by local governments and guides future development through zoning regulations. A comprehensive plan provides communities with a strong defense for regulations adopted in conformance with the plan. Almost 70% of the cities, towns, and villages in New York State have a comprehensive plan, according to a [survey](#).

A comprehensive plan also provides a vision for how a community wants to grow over a 10- to 20-year period and recommends steps for how to achieve that vision. As part of that vision, the comprehensive planning process offers an opportunity for communities to consider how to balance the three “Es” of sustainability: environment, economy, and equity. Because moving toward greater sustainability is often in alignment with mitigating and adapting to climate change, the Climate Smart Communities (CSC) program encourages local governments to integrate sustainability into their comprehensive plans.

B. How to implement this action

Local governments should incorporate sustainability elements throughout the comprehensive plan. Alternatively, they may add sustainability as a standalone chapter to the plan or as a separate plan incorporated by reference, though integration is preferable. These approaches may be taken for a new plan or adopted as an amendment to the existing comprehensive plan.

The steps listed below can be followed to incorporate sustainability into the comprehensive plan, whether as a new plan or as a plan amendment (though the scope of an amendment might be focused on a particular topic, such as a bike and pedestrian plan). As with all planning processes, public outreach and engagement are essential throughout the creation of the plan. The local government should seek diverse participation, ensuring that the process actively involves all segments of the community, and should use a variety of communication channels to inform and engage the public.

1. **Public Outreach and Engagement:** Develop communications strategy. Identify stakeholders from all segments of the community. Launch outreach (i.e., social media, public meetings). Define what sustainability means to the community.
2. **Baseline Assessment:** Analyze existing conditions for land use, economic development, housing, energy, transportation, and natural, cultural, and historic resources.
3. **Develop Goals:** Use media and survey tools to capture the community’s vision. Set goals with stakeholders and subcommittees. Ensure goals address the three “Es” of sustainability: environment, economy, and equity. Determine goals to address the community’s sustainability definition.
4. **Identify and Evaluate Strategies and Actions:** Conduct research on national best practices. Facilitate strategy and action identification process. Develop evaluation criteria and evaluate strategies. Prioritize strategies and actions. Determine strategies to achieve sustainability goals and detail implementation actions.
5. **Integration:** Develop draft plan for review by the community. Integrate comments from community. Assign implementation responsibilities. Finalize the plan.

Local governments should ensure that responsibilities for carrying out the plan are clearly assigned. This will be key to the successful implementation of the newly incorporated sustainability elements. Wherever possible, strategies should also

identify funding sources and should be connected to the community's annual budgeting process.

Local governments are encouraged to contact the [New York State Department of State Division of Local Government Services](#) for training, technical assistance and legal guidance on comprehensive planning and the [New York State Department of Transportation](#) for guidance regarding transportation projects.

C. Timeframe, project costs, and resource needs

If the local government is starting from the beginning with its comprehensive planning process, it can take up to 18 months to complete the plan. Local governments often hire a consultant to undertake a comprehensive plan. Project costs can range from tens to hundreds of thousands of dollars to facilitate a full comprehensive planning process. An amendment to an existing comprehensive plan is likely to cost less than a new plan and in some cases, an amendment may be completed by local planning staff.

D. Which local governments implement this action? Which departments within the local government are most likely to have responsibility for this?

Any local government can complete a comprehensive plan that includes sustainability and climate change concerns. Town boards, village boards, and city or common councils authorize the development of comprehensive plans. Most communities appoint a comprehensive plan committee to coordinate the development of the plan and work with a planning consultant who will facilitate the planning process. If the local government has a planning department, it would certainly be involved as well. Other municipal committees, such as the CSC task force, conservation advisory councils or environmental commissions, can be included to help gather data or provide recommendations on natural resource issues.

E. How to obtain points for this action

Local governments are eligible for CSC points through completing and adopting a comprehensive plan within the last 10 years that addresses the required and optional (point-based) sustainability elements in the bulleted list below. The plan must identify goals, strategies, and implementation actions for each of the required elements (individually) and for any of the point-based elements. This is the case whether an applicant is adopting a new comprehensive plan or amending an existing plan.

In addition, the plan must describe the public outreach process including information on the variety of communication channels used, the diversity of stakeholders, how stakeholders were meaningfully involved in the plan's development, and how their involvement is reflected in the implementation of the strategies.

Points are awarded according to the number of point-based elements that are part of the plan, over and above the five required elements. At minimum, the plan must include all of the sustainability elements listed below as required *and* at least one point-based element from the list; such a plan would be eligible for the lowest tier of three points.

	POSSIBLE POINTS
Support alternative modes of transportation (including strategies for bicycles, pedestrians, public transit, and electric vehicles)	Required
Promote smart growth principles in land-use policies	Required
Conserve natural areas (including strategies to designate open space and protect it from development)	Required
Promote a healthy and safe community	Required
Foster equity (including strategies for housing, schools, transportation, recreation, food, and environmental exposures)	Required

Foster green economic development	3
Decrease dependence on fossil fuels and support energy efficiency and renewable energy production	3
Foster the efficient use of natural resources (e.g., water conservation)	3
Promote the development of (or the conservation of) local food systems	3
Minimize solid waste (including strategies to promote recycling and composting or anaerobic digestion of organic materials)	3
Protect drinking water sources from pollution	3
Promote adaptation to climate change (including strategies related to land use and public education and engagement)	3

F. What to submit

Submit the following documentation to apply for points for this action:

- A copy of the approved comprehensive plan with sustainability elements, adopted within ten years prior to the application date
- A copy of the meeting minutes where the plan was formally approved by the local governing body, or where the amendments were approved
- A memorandum explaining how the plan reflects the sustainability elements, including the specific page numbers where the relevant information can be found (The memorandum should provide details on all of the required sustainability elements and any elements for which points are being requested. It should also note the page number(s) in the plan where the required public outreach description can be found.)

All CSC action documentation is available for public viewing after an action is approved. Action submittals should not include any information or documents that are not intended to be viewed by the public.

G. Links to additional resources or best practices

- [City of Albany, NY - 2030 Plan](#)
- [Town of Cortlandt, NY – Sustainable Master Plan, Envision Cortlandt](#)
- [City of Ithaca, NY - Comprehensive Plan](#)
- [Town of Southampton, NY – Sustainability Element Update to the Comprehensive Plan](#)
- [Buffalo, NY – Comprehensive Plan](#)
- [American Planning Association, Comprehensive Plan Standards for Sustaining Places](#)
- [American Planning Association, Pilot Program for Comprehensive Plan Standards for Sustaining Places](#)
- [New York State Department of State. 2004. Guide to Planning and Zoning Laws of New York State. James A. Coon Local Government Technical Series. New York State Department of State. Albany, NY.](#)
- Church, D., and C. Traub. 2002. A Practical Guide to Comprehensive Planning, 2nd edition. New York Planning Federation. Troy, NY. Book available via www.nypf.org
- McElfish, J. 2004. Nature-Friendly Ordinances. Environmental Law Institute, Washington, DC. Book available via www.eli.org/
- New York State Department of State. 1998. Creating the Community You Want: Municipal Options for Land Use Control. James A. Coon Local Government Technical Series. New York State Department of State. Albany, NY.
- Nolon, J. 2002. Well Grounded: Using Local Land Use Authority to Achieve Smart Growth. Environmental Law Institute, Washington, DC.
- Van Tine, J. [ed.] 2003. Local Environmental Strategies. Starting Ground Series. Pace University Land Use Law

H. Recertification requirements

The recertification requirements are the same as the initial certification requirements.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: CONTRACT NUMBER: CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption Status/Code: <input type="checkbox"/> Sectarian Entity

Contract Number: # _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

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

- | | |
|--|---|
| <input type="checkbox"/> Attachment A: | <input type="checkbox"/> A-1 Program Specific Terms and Conditions
<input type="checkbox"/> A-2 Federally Funded Grants and Requirements Mandated by Federal Laws |
| <input type="checkbox"/> Attachment B: | <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> B-1 Expenditure Based Budget
 <input type="checkbox"/> B-3 Capital Budget
 <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)
 <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)
 <input type="checkbox"/> B-3(A) Capital Budget (Amendment)
 <input type="checkbox"/> B-4(A) Net Deficit Budget (Amendment) </div> <div> <input type="checkbox"/> B-2 Performance Based Budget
 <input type="checkbox"/> B-4 Net Deficit Budget </div> </div> |
| <input type="checkbox"/> Attachment C: Work Plan
<input type="checkbox"/> Attachment D: Payment and Reporting Schedule
<input type="checkbox"/> Other: | |

Contract Number: # _____

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

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

By: _____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

By: _____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

Contract Number: # _____

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

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).

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 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 and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

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.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (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 rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) 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. Initial 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. Subsequent 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 dates specified in Attachment D (Payment and Reporting Schedule).
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), and service

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.

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

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) 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:

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.

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 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:

Contract Number: # _____

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. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

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. If requested by the State, 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. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall 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 and Requirements Mandated by Federal Laws).
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 and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 IV(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

⁹ Not applicable to not-for-profit entities.

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.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Instructions for Agencies

Include any agency-specific and/or programmatic requirements that apply in this attachment.

A) Agency Specific Terms and Conditions

Examples of agency-specific content include, but are not limited to provisions governing the following: Program Office, Publications and Copyrights, Patents, and Performance Audit requirements. *At a minimum*, a Program Office and a Contractor's Designee must be designated for the purpose of notice as set forth in the Standard Terms and Conditions, Sections I(J)(2) and I(J)(3).

B) Program Specific Terms and Conditions

Examples of programmatic content include, but are not limited to provisions identifying: Program Standards, Program Requirements, Performance Measures and Matching Requirements not detailed elsewhere in the Master Contract.

**ATTACHMENT A-2
FEDERALLY FUNDED GRANTS**

Instructions for Agencies

Include any terms and conditions specifically applicable to Federally funded grants in this attachment. Examples of Federally funded grant terms and conditions include, but are not limited to, provisions governing Federal pass-through funds, single audits and sub-recipient audits.

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

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary					
b) Fringe					
Subtotal					
2. Non Personal Services					
a) Contractual Services					
b) Travel					
c) Equipment					
d) Space/Property & Utilities					
e) Operating Expenses					
f) Other					
Subtotal					
TOTAL					

Contract Number: # _____

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

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

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

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

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

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

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	

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

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

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

AMENDMENT VERSION NUMBER: _____

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1. Personal Services							
a) Salary							
b) Fringe							
Subtotal							
2. Non Personal Services							
a) Contractual Services							
b) Travel							
c) Equipment							
d) Space/Property & Utilities							
e) Operating Expenses							
f) Other							
Subtotal							
TOTAL							

Contract Number: # _____

ATTACHMENT B-1 (A) - EXPENDITURE BASED BUDGET (AMENDMENT)
PERSONAL SERVICES DETAIL

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

ATTACHMENT B-1 (A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NON-PERSONAL SERVICES DETAIL

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

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

EQUIPMENT - TYPE/DESCRIPTION	TOTAL COST
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
UTILITY EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TOTAL	

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

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

ATTACHMENT B-1 (A) EXPENDITURE BASED BUDGET (AMENDMENT)
JUSTIFICATION

Please provide a justification for the amendments herein:

**ATTACHMENT B-2 - PERFORMANCE BASED BUDGET
SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

#	DELIVERABLE/OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1									
2									
3									
4									
5									
Subtotal									
Available Bonus									
TOTAL									

ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)
SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

AMENDMENT VERSION NUMBER: _____

#	DELIVERABLE/OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1									
2									
3									
4									
5									
Subtotal									
Available Bonus									
TOTAL									

Contract Number: # _____

ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)
DETAIL

#	GRANT AMOUNT PER UNIT			NUMBER OF UNITS			GRANT FUNDS		
	ORIGINAL	CHANGE	REVISED AMOUNT	ORIGINAL	CHANGE	REVISED NUMBER	ORIGINAL BUDGET	CHANGE	REVISED BUDGET
1									
2									
3									
4									
5									
TOTAL									

ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)
JUSTIFICATION

Please provide a justification for the amendments herein:

ATTACHMENT B-3 – CAPITAL BASED BUDGET SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Scoping and Pre-Development					
2. Design					
3. Acquisition					
4. Construction					
5. Administration					
6. Working Capital/Reserves					
7. Other					
TOTAL					

Contract Number: # _____

**ATTACHMENT B-3 – CAPITAL BASED BUDGET
DETAIL**

SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: #_____

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: #_____

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: #_____

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ATTACHMENT B-3(A) – CAPITAL BASED BUDGET (AMENDMENT)
SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

AMENDMENT VERSION NUMBER: _____

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
	ORIGINAL BUDGET	CHANGE	REVISED BUDGET				
1. Scoping and Pre Development							
2. Design							
3. Acquisition							
4. Construction							
5. Administration							
6. Working Capital/Reserves							
7. Other							
TOTAL							

Contract Number: # _____

ATTACHMENT B-3(A) – CAPITAL BASED BUDGET (AMENDMENT)
DETAIL

SCOPING AND PRE DEVELOPMENT TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ATTACHMENT B-3(A): CAPITAL BASED BUDGET (AMENDMENT)
JUSTIFICATION

Please provide a justification for the amendments herein:

**ATTACHMENT C – WORK PLAN
SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

 To: _____

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

**ATTACHMENT C – WORK PLAN
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

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, Initial 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 __ percent (__%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of __ percent (__%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than __ days from the beginning of the budget 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: _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (__%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☐ Quarterly Reimbursement

Due date _____

☐ Monthly Reimbursement

Due date _____

- ☐ Biannual Reimbursement

Due date _____

- ☐ Fee for Service Reimbursement

Due date _____

- ☐ Rate Based Reimbursement

Due date _____

- ☐ Fifth Quarter Reimbursement

Due date _____

- ☐ Milestone/Performance Reimbursement

Due date/Frequency _____

- ☐ Scheduled Reimbursement

Due date/Frequency _____

- ☐ Interim Reimbursement as Requested by Contractor _____

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 _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- ☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- ☐ Consolidated Fiscal Report (CFR)¹

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

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.

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

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.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

APPENDIX B
HUDSON RIVER VALLEY GREENWAY PROGRAM



Hudson River Valley Greenway

RECEIVED OCT 12 2018

BARNABAS MCHENRY
Chairman
Greenway Council

KEVIN BURKE
Chairman
Greenway Conservancy

SCOTT KELLER
Acting Executive
Director

October 9, 2018

Hon. Jon Baisly, Supervisor
Town of Poughkeepsie
One Overocker Road
Poughkeepsie, NY 12603

Re: Executed MOU for Grant: CP 18-09-01-D, Comprehensive Plan Update
Town of Poughkeepsie

Dear Supervisor Baisly,

We have received the signed MOU's relating to the project referenced above and have forwarded two of them to the appropriate parties. Enclosed is a fully executed MOU for your records.

Under the terms of your MOU all requests for payment must include a properly filled out and signed standard NYS Claim for Payment. You may find the form at: <https://hudsongreenway.ny.gov/claims-payment>. I have enclosed a set of guidelines for completing the Claim for payment and providing required backup.

Finally, all state agencies are now required to include a provision in all of our MOU's which requires grantees to accept electronic payments. Please see section five of your MOU for more information. Authorization forms are available at the State Comptroller's website at <http://www.osc.state.ny.us/vendors/ePayments.htm>, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Please fill out the electronic payment authorization form and substitute form W-9 and mail them **directly** to the address listed on the bottom of the form.

As this is a matching grant, when submitting claims for payment, please be sure to document the County's match on the claim form as well. Please note, all future correspondence relating to this grant will be sent electronically.

Additionally, please note the MOU states any deliverables must reference the Greenway funding and include the Greenway logo. Please contact the Greenway regarding this matter.

As always, if you have any questions or concerns, please feel free to contact our office.

Sincerely,

Shannon Day
Grant and Finance Coordinator

CC: Mr. Michael Welti, Director of Municipal Development

Hudson River Valley Greenway/National Heritage Area Grants How to Prepare a Claim for Payment

General Information

All grants awarded by the Greenway are **matching, reimbursement** grants. All grants awarded by the Greenway must have at least \$1 in documented **match** for each \$1 in grant funds awarded. All expenses contained in Claims for Payment must have already been incurred and paid. Proof of payment must be provided with the Claim for Payment. Reimbursable expenses and match must conform to the approved grant budget. For example, if a \$1,000 Claim for Payment is submitted for payment, the grantee must **document** that it has incurred and paid at least \$2,000 in eligible expenses (\$1,000 reimbursable, \$1,000 match) before payment can be made.

Documentation and Acceptable Match

Each **Claim for Payment** must include a **Claim for Payment** form, along with documentation of expenses incurred, proof of payments made, and acceptable match. Claim for Payment forms are different for the grant types specified below.

Documentation may include, but is not limited to, copies of bills from consultants or other suppliers, statements of value of donated materials, and in-kind (force account or unpaid, volunteer) services. Proof of payment may be copies of canceled checks or municipal vouchers. A "Match Documentation Worksheet" is available from the Greenway to assist in documenting in-kind services. Sources of **match** may include "grantee cash," in-kind services (force account or volunteer labor), donated goods or materials, or other grants and donations. Other New York State grants may be used as match for Greenway Communities Grants, Greenway Compact Grants, National Heritage Area Grants, and Greenway Conservancy Trail Grants issued prior to 2015 only. Volunteer labor may be **matched** at the rate of \$15/hour, unless the volunteer is working in their professional field. For example, a surveyor who is surveying a property boundary may be claimed at their professional rate, however a surveyor who is clearing a trail must be claimed at \$15/hour. Volunteer hours must be documented in order to receive payment.

Before a final grant payment can be made grantees must submit a **final report** with the last **Claim for Payment**. The type of information and/or actions required are detailed in the specific grant sections below, but for all grants the financial contribution of the Greenway/National Heritage Area must be noted in the final project documents. Depending on the type of grant, the Greenway or National Heritage Area logo must also be used as required by the grant Memorandum of Understanding.

Greenway Communities and Greenway Compact Grants

- If the grant number at the top of your Memorandum of Understanding begins with either 'PL' or 'CP' you have a Greenway Communities or Greenway Compact Grant and must use the comptroller's New York State Claim for Payment form. For help filling out this form be sure to review the sample Comptroller Claim for Payment form.
- Please review this sample Claim for Payment form.
- Please note that the grantee requesting reimbursement is the "Vendor" on this form and the Vendor is only responsible for filling out the top portion (first 17 fields) as shown in the instructions.
- Reimbursements may only be made to the Grantee.
- **Note:** In order to receive full payment, plans that are created using Greenway Grants must be adopted by the local governing body.

- Up to 90% of the total grant award is available for reimbursement with submission of a Claim for Payment form and a draft plan, with the remaining 10% available once plans have been adopted.
- The Greenway must receive a copy of the final adopted plan (electronic versions are preferred) and a record of municipal adoption.
- The financial contribution of the Greenway must be noted in the final project documents and must include our logo. Acceptable credit: *"This project/plan was funded in part by a grant from the Hudson River Valley Greenway."*
- **Submission:** An original, signed Claim for Payment form must be mailed. However, all documentation and backup materials may either be mailed or be submitted digitally via email, so long as they are complete and legible. All reimbursement forms and documentation may be submitted to the Hudson River Valley Greenway c/o Finance Manager, 625 Broadway – 4th Floor, Albany, NY 12207-2995. Emailed documentation may be sent to: hrvvg@hudsonongreenway.ny.gov. Please put ATTN: Finance Manager in the Subject Line of your email and include your grant number on all correspondence.

Greenway Conservancy Trail Grants or National Heritage Area Grants

- If your grant number on your Memorandum of Understanding begins with either a four digit YEAR, 'NHA' or 'Q' you have a Greenway Conservancy Trail Grant or National Heritage Area Grant and must use the Greenway Conservancy Claim for Payment form. For help filling out this form be sure to review the sample Conservancy Claim for Payment form.
- Please review this sample Greenway Conservancy Claim for Payment form.
- Reimbursements may only be made to the Grantee.
- A final report and/or documentation of work performed must accompany the final payment request.
- For capital construction projects the final report may include photos and a short narrative of the work completed and for plans or design documents, an electronic copy of the final documents produced (electronic versions are preferred) will suffice.
- The financial contribution of the Greenway or National Heritage Area must be noted in the final project documents and must include either the Greenway or National Heritage Area logo. Acceptable credit: *"This project/plan was funded in part by a grant from the Hudson River Valley Greenway or "This project/plan was funded in part by a grant from the Hudson River Valley National Heritage Area."*
- **Additional requirement for National Heritage Area grants:** The following language must be included in all documents paid for all or in part with federal funds: *"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."*

- **Submission:** A signed **Claim for Payment** form along with all documentation and backup materials may either be mailed or submitted digitally via email so long as they are complete and legible. All reimbursement forms and documentation may be submitted to the Hudson River Valley Greenway c/o Finance Manager, 625 Broadway – 4th Floor, Albany, NY 12207-2995. Emailed documentation may be sent to: hrvg@hudsongreenway.ny.gov. Please put ATTN: Finance Manager in the Subject Line of your email and include your grant number on all correspondence.

If you have questions about the reimbursement process, please contact us at 518-473-3835 or hrvg@hudsongreenway.ny.gov. All forms mentioned above can be found online at <https://hudsongreenway.ny.gov/claims-payment>



Hudson River Valley Greenway

Memorandum of Understanding Face Page

DATE: September 12, 2018

PROJECT

Comprehensive Plan Update, as set forth in detail in Schedule 1.

GRANTEE

Town of Poughkeepsie
One Overocker Road
Poughkeepsie, NY 12603
A Municipal Corporation

GREENWAY

Hudson River Valley Greenway Communities Council

Name: Scott Keller

Title: Acting Executive Director

Telephone: (518) 473-3835

Facsimile: (518) 473-4518

E-Mail: grants@hudsongreenway.ny.gov

Address: 625 Broadway – 4th Floor
Albany, New York 12207-2995

SPECIAL AWARD CONDITIONS

The Comprehensive Plan shall address the preservation of the former Hudson River State Psychiatric Hospital.

The Greenway logo shall be displayed on all final products in order to receive payment.

MOU ID: CP 18-09-01-D

MOU TYPE:

☐ Greenway Community Grant

☒ Greenway Compact Grant

MOU PERIOD

From: September 12, 2018

To: Two years after the date of execution

FUNDING AMOUNT

\$ 20,000.00, (twenty thousand dollars)

GRANTEE'S GREENWAY STATUS AS OF:

May 1998

☐ Greenway Planning Community

☒ Greenway Compact Community

GRANTEE NYS VENDOR ID#: 1000002330

GRANTEE FEDERAL TAX ID #: 14-6002386

CHIEF ELECTED/AUTHORIZED SIGNER

Name: Hon. Jon Baisly

Title: Supervisor

Telephone: 845-485-3603

E-Mail 1: jlbaisley@townofpoughkeepsie-ny.gov
Grantee correct as necessary

LEAD PROJECT CONTACT

Name: Michael Welti

Title: Director of Municipal Development


Telephone: 845-485-3657

E-Mail 1: mwelti@townofpoughkeepsie-ny.gov
Grantee correct as necessary

Memorandum of Understanding
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the latest parties' signature date written below:


For the **GREENWAY:**



Scott Keller
Acting Executive Director
Greenway Communities Council

Date 10/9/2018

For the **GRANTEE:**


Hon. Jon Baisley
Supervisor
Town of Poughkeepsie

Date 10.3.18

State of New York)
County of Dutchess)
On this 3rd day of October in the year 2018,
before me personally came
Jon Baerle, to me known, and
known to me to be the person described in and who executed
the foregoing instrument and he/she acknowledged to me
that he/she executed the same.

Kelly O. Thompson
Notary Public

KELLY O. TREMPER
Notary Public-State of New York
No. 01TR6303205
Qualified in Dutchess County
Commission Expires May 12, 2022

MEMORANDUM OF UNDERSTANDING

I. BACKGROUND

This Memorandum of Understanding (MOU) is by and between the **GREENWAY**, a council of state and local government, and the **GRANTEE**, as identified on the Face Page hereof.

II. PURPOSE

The purpose of this MOU is to provide assistance to the **GRANTEE** for the **PROJECT**, as set forth in Schedule 1.

III. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Hudson River Valley Greenway Act calls for the creation of a regional planning compact among the villages, towns and cities of the Hudson River Valley Greenway area. The purposes of the compact are to foster regional planning, protect natural and cultural resources, enhance public access to the Hudson River, promote economic development (including tourism, agriculture and urban redevelopment) and foster heritage and environmental education. The Hudson River Valley Greenway Act authorizes the Council to fund projects related to the development of the Compact.

Land use decisions that affect the immediate and long-range protection of the State's natural and cultural resources, impact economic development and guide the growth and development of New York and its communities are made by local governments. Community planning, incorporating the goals of the Greenway, offers an approach to protect our natural and cultural resources, encourage economic development, promote heritage and environmental education, foster regional partnerships and regional planning, and increase public access to the Hudson River and other natural areas and recreational opportunities.

Communities may voluntarily participate in the development and implementation of the planning compact. Communities participating in the compact process will become eligible for Greenway technical and financial assistance. The **GRANTEE** voted to participate and was accepted into the Greenway as identified on the Face Page hereof.

NOW THEREFORE, in consideration of the above premises, the parties agree as follows:

IV. THE GREENWAY

The **GREENWAY** shall provide financial assistance pursuant to this MOU.

The **GREENWAY** shall be responsible for enforcement of the provisions of this MOU and may refuse to authorize payment on any work performed where such work has not been performed with care, skill and diligence, and in accordance with applicable professional standards or where such work does not fulfill the letter or the intent of the provisions of this MOU.

V. THE GRANTEE

A. Description of Work Program.

The project elements are described in the scope of services, which is attached hereto as **Schedule 1**.

B. Matching Funds

The **GRANTEE** shall provide matching funds for this grant to be not less than the funds provided by the **GREENWAY**. Matching funds may include, but are not limited to, in-kind services (see Section V.C.), grants received and/or cash contributed as set forth in the project budget, which is attached hereto as **Schedule 1**.

C. In-Kind Services

The **GRANTEE** shall provide, to the extent practicable, the **GREENWAY** with an accounting of actual volunteer time and time spent by other in-kind service providers if such time is to be applied to the match required under this MOU. Cash, force account labor, real property, and donated professional services, labor, equipment, supplies and materials, and other grants, including New York State grants, all can be used as the applicant's share of project costs. The entire share must be related to the project for which funds are requested, be fully documented, and fall entirely within the MOU term (see Section X). The **GREENWAY** shall require certification of donated professional services.

D. Use of Products Produced, Copyright, and Greenway Representation

Use of Products Produced: A draft of any documents, reports, studies, maps, signs, brochures etc. must be submitted to the **GREENWAY** for review prior to final production. When feasible, digital data shall be provided on a media and in a format suitable for use by the **GREENWAY**.

Grant of Rights: All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), computer programs, websites, digital media, drawings, writings or other similar works or documents, along with all supporting data and materials (collectively the "Materials"), produced under this MOU will be owned jointly by the **GRANTEE** and **GREENWAY**.

Representations and Warranties: the **GRANTEE** represents and warrants that (i) the Materials will be originally and specifically developed by the **GRANTEE** for the **GREENWAY** in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) the **GRANTEE** is financially responsible and experienced in and competent to perform the type of work required hereunder, is familiar with all applicable laws, ordinances and regulations governing the work required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) the **GRANTEE** has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

E. Acknowledgement

All final reports, maps, signs and documents shall note the financial contribution of the **GREENWAY** as follows: ("*Funded in Part by a Grant from the Hudson River Valley Greenway*") and the **GREENWAY** logo shall be displayed, which will be provided upon request. Final payment is contingent upon proof of final product displaying this acknowledgement.

F. Payments

(i) The **GRANTEE** shall submit Claim Forms to the **GREENWAY** for payment of services performed. (ii) No advance payments will be provided to any **GRANTEE**. (iii) No payment under this MOU will be made by the **GREENWAY** to the **GRANTEE** unless proof of performance of required services, programs, or accomplishments is provided. Payment shall be made upon audit and approval of the **GREENWAY** and the Comptroller of claim forms executed by an authorized officer of the **GRANTEE**. (iv) Eligible expenditures for the Project are those expenditures which are identified in the attached Schedule 1 and which are made in accordance with the

applicable appropriation authority, and which have been incurred within the term of the MOU. (v) Any cost overruns will not be paid by the **GREENWAY** and the **GREENWAY** is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified. (vi) If the **GRANTEE** fails to submit a final report within 30 days after the expiration of this MOU, further reimbursements may be withheld by the **GREENWAY**, and all funds previously paid under this MOU may be due and owing. (vii) The **GREENWAY** shall not be liable for any expenses or obligations arising after the MOU termination date. (viii) Payment for Claim Forms submitted shall only be rendered electronically unless payment by paper check is expressly authorized by the Executive Director, in the Executive Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The **GRANTEE** shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <http://www.osc.state.ny.us/vendors/ePayments.htm>. The **GRANTEE** acknowledges that it will not receive payment on any Claim Forms submitted under the agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Executive Director has expressly authorized payment by paper check as set forth above.

The **GREENWAY** will notify the **GRANTEE** if the Claim Form is incomplete or deficient. Upon authorization, the **GREENWAY** will process the request for payment. Payments will only be made for amounts greater than or equal to 20% of the total grant.

G. Final Payment

The final payment, not to exceed 10% (ten percent) of the grant award, shall be retained by the **GREENWAY** until the **GREENWAY** deems the work program complete and upon receipt of a satisfactory final report and all necessary materials summarizing the project (see Section V.H.). Verification of project completion and, when applicable, adoption of plans by the governing body, is required prior to the issuing of final payment.

H. Final Report

GRANTEE is required to submit a final report to receive final payment. The final report shall include verification of the completion of the project. Elements of the final report may include, but are not limited to, a narrative; copies of adopted plans, reports, or other publications acknowledging **GREENWAY** support and containing the **GREENWAY** logo (see Section V.E.); proof of formal adoption of plans by local government grantees; before and after photographs; sketches; maps; slides; engineering designs; and printed materials containing the **GREENWAY** logo and any other materials produced fully or in part with grant funds. Final reports may be submitted in either electronic or paper format and must contain a copy of publications or photographs of any products including kiosks and other interpretive structures produced using **GREENWAY** funds.

I. Consultants

The **GRANTEE** shall provide the **GREENWAY** with copies of any Request for Proposal (RFP) or of Request for Qualifications (RFQ) for consulting services related to this agreement. The **GRANTEE** shall notify the **GREENWAY** when a consultant has been selected.

Consultants or contractors engaged by the **GRANTEE** to carry out any part of the work program shall be the agents of the **GRANTEE**. There shall be no obligation between the **GREENWAY** and such agents. The **GRANTEE**

agrees to comply with any and all of its adopted procurement policies with regard to the engagement of such agents and contractors, as well as all applicable state and federal requirements.

J. Expenditure Categories

Expenditures per cost category or line item may exceed the amounts indicated in the project budget up to ten percent (10%) or one thousand dollars (\$1,000), whichever is greater, without approval of the **GREENWAY**, provided that the Total Grant Funds and Total Matching Funds as set forth in **Schedule 1** are not changed. Any expenditure in excess of such 10% or \$1,000 or any change to the Total Grant Funds or Total Matching Funds shall, at the sole discretion of the Greenway, require either an amendment to the Agreement as set forth in Section VII or written approval from the Greenway.

K. Record Keeping and Reporting

The **GRANTEE** will maintain accurate records of expenditures for a period of three years after the project is completed. The **GREENWAY** may, for a period of three years after project completion, inspect the financial records related to the project.

L. Re-Granting

The **GRANTEE** may not use any grant funds to re-grant to individuals or other organizations.

M. Permits

The **GRANTEE** is responsible for and must acquire any and all federal, state and local permits required for the project. All new construction projects must meet the 2010 American's with Disabilities (ADA) Design Standards http://www.ada.gov/2010ADASTandards_index.htm.

VI. Completion of Agreement

No later than thirty days prior to the expiration date of this agreement, the **GRANTEE** shall

A. Notify the **GREENWAY** in writing that work will be completed pursuant to the term of the agreement.

OR

B. Present the **GREENWAY** with a proposed timetable for completion of any outstanding components of the scope of work beyond the agreement expiration date, and request a specific time extension during which time the project(s) will be completed.

OR

C. Notify the **GREENWAY** in writing that the **GRANTEE** is terminating the agreement and releases any remaining funds.

VII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

This MOU may only be modified, superseded or extended in writing and by mutual agreement of the **GREENWAY**, and the **GRANTEE**.

VIII. NOTICES

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by facsimile transmission;
- (iii) by personal delivery;
- (iv) by expedited delivery service; or

(v) by e-mail.

Such notices shall be addressed to the parties indicated on the Face Page hereof or to such different addresses as the parties may from time-to-time designate.

B. 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 email, upon receipt.

C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IX. Special Award Conditions

Special Award Conditions are identified on the Face Page hereof.

X. Effective Date and MOU Term

This MOU shall be effective when it is fully executed. The term of the MOU is identified on the Face Page hereof. The date of execution is the latest parties' signature date under the **In Witness Whereof** section identified on the Face Page hereof.

Schedule 1

Scope of Services and Budget

Summary
**TOWN OF POUGHKEEPSIE
COMPREHENSIVE PLAN UPDATE WITH GREENWAY CRITERIA
WORKPLAN
OCTOBER 1, 2018-DECEMBER 31, 2019**

Overview of the project including goals, tasks, desired outcomes and performance measures:

The Town of Poughkeepsie has established a Comprehensive Plan Review Committee to prepare an Update to its 2007 Town Plan and Final Generic Environmental Impact Statement (FGEIS). Much has changed in the Town over the last decade, and the Town Board recognizes that the preparation of a Comprehensive Plan provides an opportunity to take a holistic view of growth and change in the community in order to prepare for a more sustainable future. The Comprehensive Plan serves as a guide to local land use policy and decision-making, and can therefore play a significant role in preparing the Town to respond to the challenges of climate change.

The Town of Poughkeepsie Comprehensive Plan Review Committee held its first meeting on June 27, 2018 and expects to work with the community over the next 12 to 18 months to prepare a draft plan update for consideration by the Town Board. The Committee intends to involve the community using a variety of public engagement techniques including workshops, stakeholder meetings, surveys, and the internet. Initial work already underway by the Committee and Town staff is focused on documenting existing conditions and identifying issues of concern that should be addressed through the plan. During the fall of 2018, the Town intends to solicit proposals/qualifications from planning consultants through a competitive process. The selected consultant will collaborate with the Committee and staff to engage the public, consider alternatives, and develop plan recommendations and implementation strategies.

By January 2019, the Comprehensive Plan Committee will be finalizing its vision and goals, and will be preparing plan recommendations between February and April 2019. Implementation strategies will be developed between May and July 2019, and final GEIS and adoption of the Comprehensive Plan Update completed by December 2019.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE	TASKS	PERFORMANCE MEASURES
Prepare a Comprehensive Plan Update with Greenway Criteria Elements for the Town of Poughkeepsie	Contractual Services Deliverables: Draft and Final versions of the Comprehensive Plan Update	a. Vision and Goals	i. Work with Comprehensive Plan Review Committee and staff to finalize draft vision and goals for the future of the Town.
			ii. Gather public input regarding draft vision and goals for the future of the Town.
			iii. Ensure that Greenway criteria elements are incorporated into the vision and goals
		b. Plan Recommendations	i. Work with the Comprehensive Plan Review Committee and staff to prepare draft plan recommendations.
			ii. Gather public input regarding draft plan recommendations
			iii. Ensure that plan recommendations consider sustainability and smart growth principles, complete streets, natural resource protection and other actions consistent with the Town Board's adoption of the Climate Smart Communities Pledge and Greenway Compact.
		c. Implementation Strategies	i. Work with the Comprehensive Plan Review Committee and staff to prioritize and describe specific actions that the Town could undertake to implement the vision, goals, and recommendations in the plan.
			ii. Gather public input regarding proposed implementation strategies.
			iii. Ensure that sustainability and Greenway Criteria elements identified in the vision, goals, and recommendations are incorporated into the implementation strategies and potential sources of funding.

APPENDIX C
REQUIRED FORMS

NON-COLLUSION CERTIFICATE
Pursuant to Chapter 675, Laws of 1966

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies and in the case of a joint proposal, each party thereto certifies as to its own organization. Under penalty of perjury, that to the best of its/their knowledge and belief:

- 1) The prices in the proposal have been arrived at independently without collusion, consultation, commination, or agreement, for the purpose of restricting competition, as to any matter relating to such process and any other proposer or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not be knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- 3) No attempt has been made or will be made by the proposer to induce any other, person, partnership or corporation to submit a proposal for the purposes of restricting competition.
- 4) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 33 of section 165-a of the state finance law.

Dated: _____, 2019

***Verification by Subscription and Notice under Penal Law Section 210.45**
It is a crime, punishable as a Class A misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such person does not believe to be true.

*** Affirmed under penalty of perjury this _____ day of _____, 2019.**

Proposer(s) Signature

Print Proposer(s) Name

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATE

Pursuant to NYS GML § 103-g

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

Dated: _____, 2019

***Verification by Subscription and Notice under Penal Law Section 210.45**

It is a crime, punishable as a Class A misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such person does not believe to be true.

*** Affirmed under penalty of perjury this _____ day of _____, 2019.**

Proposer(s) Signature

Print Proposer(s) Name