

DEPARTMENT OF AGRICULTURE AND MARKETS REQUEST FOR APPLICATIONS

for State Assistance Payments for

AMENDMENTS TO MUNICIPAL LAWS AFFECTING AGRICULTURAL LANDS, FARM OPERATIONS OR FARMLAND PROTECTION

I. INTRODUCTION

A. Intent of Request for Applications (RFA)

The New York State Department of Agriculture and Markets (the “**Department**”) invites applications for financial assistance only from municipalities specifically to:

- (1) remove unreasonable restrictions from municipal land use and subdivision regulations, zoning, and site plan requirements pertaining to agricultural land and farm operations,
AND/OR
- 2) establish an implementation-ready Transfer of Development Rights (TDR) program for farmland protection.

Grant applications will be accepted on a continuous basis. The RFA will remain open and awards will be made until such time as available funds are fully committed, or the RFA is closed.

B. Background

Article 25-AAA of the Agriculture and Markets Law authorizes the Commissioner to maintain a State agricultural and farmland protection program to provide financial and technical assistance, within funds available, to assist locally-led efforts in developing agricultural and farmland protection plans and in the implementation of such plans.

C. Purpose

The purpose of these programs is to fund local initiatives that are intended to maintain the economic viability of the State’s agricultural industry and its supporting land base and to protect the environmental and landscape preservation values associated with agriculture.

II. ELIGIBILITY

A. Applicant Eligibility

New York State municipalities that are located within a county which has established an agricultural and farmland protection board are eligible to submit applications for funding under this RFA. Municipalities include cities, towns and villages.

B. Project Eligibility

To be eligible for funding under this RFA, projects must, at a minimum, be consistent with the activities, programs and strategies found in the applicant's agricultural and farmland protection plan. Furthermore, each proposed project must be endorsed for funding by the agricultural and farmland protection board for the county in which the municipality is located.

Projects eligible for an award through this RFA are limited only to those involving municipal actions to accomplish (1) or (2) as described below.

(1) Remove unreasonable restrictions from municipal land use and subdivision regulations, zoning, and site plan requirements pertaining to agricultural land and farm operations.

For projects to remove unreasonable restrictions, please be advised of the following stipulations:

- Such projects may only be submitted by a single municipality; joint applications of two municipalities for these specific projects are not eligible for funding.
- Any applicant may submit one application to remove unreasonable restrictions and that same applicant may also submit an additional application to establish a TDR program. However, no applicant shall submit more than two applications in response to this RFA.

(2) Establish an implementation-ready TDR program for farmland protection.

For projects to establish an implementation-ready TDR program, please be advised of the following stipulations:

- Such projects may be proposed in any of the following arrangements:
 - (i.) sole participation of the applicant municipality (i.e., a town or a village or a city),
 - (ii.) collaboration of two municipalities (e.g., a town and a village or two towns or a town and a city) through an inter-municipal agreement where the two municipalities apply jointly, or
 - (iii.) collaboration of two municipalities (e.g., two towns or a village and a town or a city and a town) through an inter-municipal agreement where only one of these municipalities is the applicant.
- If two municipalities apply jointly to establish a TDR program, one municipality must be designated as the lead municipality for contractual purposes.
- Projects regarding incentive zoning or land use moratoria are not eligible for funding.
- Any applicant may submit one application to establish a TDR program and that same applicant may also submit an additional application to remove unreasonable restrictions from municipal laws. However, no applicant shall submit more than two applications in response to this RFA.

III. DETAILED SPECIFICATIONS AND CONTRACT DELIVERABLES

A. Anticipated Time Frames

The anticipated start date for initially awarded agreements is February 1, 2014, and awarded projects are expected to be completed within 36 months.

B. Available Funds

Approximately \$500,000 is available for awards under this RFA through an open application and awards process. Maximum funding is \$15,000 per awarded project to a single municipal applicant or \$30,000 per awarded project to two municipalities applying jointly.

C. Eligible Costs

Funds distributed pursuant to this RFA may be used for any of the following purposes directly related to amendments to municipal laws affecting agricultural lands, farm operations or farmland protection:

- personal services, including fringe benefits, for professional, secretarial, and legal services related directly to the amendment of municipal laws affecting agricultural lands, farm operations or farmland protection
- consultant services
- travel (at State government rates)
- conducting public hearings
- expendable supplies
- printing
- communication

Costs incurred prior to the start date of the funding agreement shall not be eligible for reimbursement.

D. Match Requirements

Municipalities must provide a twenty-five percent (25%) match of cash or in-kind services. A minimum of twenty percent (20%) of that match must be cash.

- Each municipality must submit a copy of a resolution or letter from an authorized municipal official obligating the applicant cash match.
- Cash and in-kind match must be for items that are eligible costs and may be provided by the applicant or other supporters of the project. In-kind services match may include any of the eligible cost items listed above.
- The cost of preparing applications, project costs incurred prior to the start date of the funding agreement, indirect and overhead, and other New York State Funds may not be considered as an applicant match.

E. Project Deliverables

All proposed amendments to municipal laws for projects awarded through this RFA should be submitted to the **Department** within 24 months of state approval of the awarded agreement.

Required deliverables for awarded projects are described in (1) and (2) below.

(1) Remove unreasonable restrictions from municipal land use and subdivision regulations, zoning, and site plan requirements pertaining to agricultural land and farm operations.

For projects to remove unreasonable restrictions, the following items are required project deliverables:

- Each proposed local law shall address all of the unreasonable restrictions identified in that municipal applicant's audit of its local laws.
- All projects receiving an award pursuant to this RFA shall file the resulting local law with the New York State Department of State. A copy of the filed local law must be submitted as part of the successful applicant's final report to the **Department**.

(2) Establish an implementation-ready TDR program for farmland protection.

For projects to establish an implementation-ready TDR program, the following items are required project deliverables:

- Each proposed law shall contain:
 - (i.) map(s) of sending area(s) and receiving area(s), including designation of all Prime Soils and all Soils of Statewide Importance within each such area;
 - (ii.) the determination of the number of transferable development rights (or credits) available per sending area;
 - (iii.) the determination of the number of transferable development rights (or credits) authorized for use per receiving area; and
 - (iv.) the draft conservation easement document to be used for each TDR transaction.
- All projects receiving an award pursuant to this RFA shall file the resulting local law with the New York State Department of State. A copy of the filed local law must be submitted as part of the successful applicant's final report to the **Department**.

IV. ADMINISTRATIVE REQUIREMENTS AND RELATED CONSIDERATIONS

A. Issuing Agency

This RFA is issued by the New York State Department of Agriculture and Markets. The **Department** is responsible for the requirements specified herein and for the evaluation of completeness of all applications.

B. Question and Answer Phase

All questions about requirements contained in this RFA must be submitted in writing (facsimile or e-mail will be accepted) to:

David Behm
NYS Dept. of Agriculture and Markets
10B Airline Drive
Albany, New York 12235
Fax: (518) 457-3412
E-mail: david.behm@agriculture.ny.gov

To the degree possible, each inquiry should cite the RFA title, section and paragraph to which it refers. Applicants should note that all clarifications are to be resolved prior to the submission of an application. A list of questions about the program which are received from potential applicants, and answers to those questions, as well as any changes, additions or deletions to the RFA, will be posted in the "Funding Opportunities" section of the **Department's** web site, www.agriculture.ny.gov under the heading: Frequently Asked Questions, FAQ, along with the electronic version of this RFA. Questions and responses will be posted as questions are received. **Applicants are urged to check the Department's web site frequently for notices of any changes, additions or deletions to the RFA.** If you are unable to access the web site, please contact David Behm to arrange for alternate delivery. All questions and answers shall become a formal addendum to the RFA.

C. How to File an Application

Applications must conform to the format and content specified in Section V in this RFA.

Faxed and e-mailed applications will not be accepted. Envelopes should be clearly marked "RFA-Amendments to Municipal Laws."

One (1) original, signed application and two (2) additional copies of the signed application should be submitted to:

Lucy Roberson, Director
Division of Fiscal Management
NYS Dept. of Agriculture and Markets
10B Airline Drive
Albany, New York 12235

D. The Department's Reserved Rights

The **Department** reserves the right to:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the **Department's** sole discretion.
3. Make an award under the RFA in whole or part.
4. Award more than one contract to the same successful applicant resulting from this RFA.

5. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA.
6. Seek clarifications and revisions of applications.
7. Amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available and with appropriate written notice to all potential applicants by posting amendments on the **Department** web site (www.agriculture.ny.gov) and on the New York State Grants Gateway (https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx).
8. Direct applicants to submit application modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Waive or modify minor irregularities in applications received after prior notification to the applicant.
12. Require clarification at any time during the grant process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
13. Negotiate with successful applicants any matter within the scope of the RFA in the best interests of the State.
14. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
15. Make all final decisions with respect to the amount of State funding and the timing of payments to be provided to an applicant.

E. Term of Agreement

Proposed projects should be completed within thirty-six (36) months from the agreement start date.

Continued funding throughout this period is contingent upon satisfactory **Contractor** performance and availability of funds. The **Department** also reserves the right to revise the funding amounts for awards as necessary due to changes in the availability of funds.

F. Payment & Reporting Requirements of Grant Awardees

Each funding agreement will contain a table of contract milestones, which shall include a schedule of payments authorized under that agreement (refer to "Payment and Reporting Schedule" table on next page).

PAYMENT AND REPORTING SCHEDULE

MILESTONE	TIMING	DESCRIPTION	SCHEDULED PAYMENT (State Contribution)
Agreement start date		Date of funding agreement	None
State approval Agreement	0 Months	Date agreement is approved by the Department .	25% Advance
Proposed Amendments to Local Law	0-24 Months	Municipality submits draft local law change.	None
Draft Amended Law Review	24-28 Months	Department reviews, comments, and approves amendments.	65% Interim
Law Filing	28-32 Months	Local law is filed with NYS Secretary of State	None
Final Report	32-36 Months	Municipality submits final report for Department approval.	10% Final
Agreement expiration		Three (3) years after agreement start date	None

PAYMENT AND REPORTING SCHEDULE

G. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

Pursuant to New York State Executive Law Article 15-A, New York State Department of Agriculture and Markets ("**Department**") recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of **Department** agreements.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the **Department** establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State agreements.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the New York State Department of Agriculture and Markets hereby establishes an overall goal of 2% for MWBE participation, 1% for Minority-Owned Business Enterprises ("MBE") participation and 1% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("**Contractor**") on the subject agreement ("Agreement") must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Agreement and the **Contractor** agrees that the **Department** may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how the **Department** will determine a **Contractor's** "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the **Contractor** acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Agreement, such finding constitutes a breach of the Agreement and the **Department** may withhold payment from the **Contractor** as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the **Contractor** achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Agreement.

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By submitting a bid or proposal, a bidder on the Agreement ("Bidder") agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan (Form MWBE/EEO4) with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Agreement award and during the term of the Agreement must be reported on a revised MWBE Utilization Plan and submitted to the **Department**.
- B. The **Department** will review the submitted MWBE Utilization Plan and advise the Bidder of acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the New York State Department of Agriculture and Markets, Fiscal Management, 10B Airline Drive, Albany, New York 12235, or by email to mwbe@agriculture.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the **Department** to be inadequate, the **Department** shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. (Form MWBE/EEO5) Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. The **Department** may disqualify a Bidder as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit a MWBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If the **Department** determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to the Agreement Award may be made at any time during the term of the Agreement to the **Department**, but must be made no later than prior to the submission of a request for final payment on the Agreement.

Contractors are required to submit a Contractor's Quarterly MWBE Contractor Compliance & Payment Report (Form MWBE/EEO6) to the New York State Department of Agriculture and Markets, Fiscal Management, 10B Airline Drive, Albany, New York 12235, by the 10th day following each end of quarter over the term of the Agreement documenting the progress made toward achievement of the MWBE goals of the Agreement.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/**Contractor** agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The **Contractor** is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the **Contractor**, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color,

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national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Agreement; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form MWBE/EEO2) identifying the anticipated work force to be utilized on the Agreement and if awarded an agreement, will, upon request, submit to the **Department** a workforce utilization report (Form MWBE/EEO3) identifying the workforce actually utilized on the Agreement if known.

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

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

H. Vendor Access to Grants Gateway

New York State vendors must register in the Gateway and establish users in the system. To start this process, from the Grant Opportunity Portal (https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx), under Registration, click "Request Access Now!" to view your options.

For existing NYS vendors, there is only one step. You must submit a Registration Form for Administrators identifying a Delegated Administrator responsible for managing your organization's profile and users.

To find out if your organization has already registered, enter its SFS Vendor ID number and search. If your organization is registered, the search result will include contact information for its delegated administrator, and you can contact this individual to request access to the system. If your organization is not registered, the search result will provide a link to the Request Form for Administrator, which you will need to complete and submit pursuant to the instructions provided.

If your organization is not currently doing business with NYS, you will need to submit a Substitute W-9 Form to obtain a NYS SFS Vendor ID, in addition to the Registration Form for Administrators, in order to register.

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.

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2. **Contractors** will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this agreement will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the agreement. Any exceptions allowed by the **Department** during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. Provisions Upon Default
 - a. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any agreement resulting from this RFA, the **Department** acting for and on behalf of the State, shall thereupon have the right to terminate the agreement by giving notice in writing of the fact and date of such termination to the Applicant.
 - b. If, in the judgment of the **Department**, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the **Department** acting on behalf of the State, shall thereupon have the right to terminate any agreement resulting from this RFA by giving notice in writing of the fact and date of such termination to the **Contractor**. In such case the **Contractor** shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the **Contractor** up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the **Contractor** was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Miscellaneous Considerations

1. New York State Environmental Quality Review Act Requirements (SEQRA). Some projects may be subject to review under SEQRA. Municipalities should go to the New York State Department of Environmental Conservation web site www.dec.ny.gov for further information regarding applicability.
2. Freedom Of Information Law (FOIL). All applications submitted and all related agreements and reports may be subject to disclosure under the Freedom of Information Law.
3. Liability. The **Department** shall not be held liable for any costs incurred by any party for work performed in the preparation of and production of an application or for any work performed prior to the formal execution of an agreement.

PAYMENT AND REPORTING SCHEDULE

V. COMPLETING THE APPLICATION

A. Application Format

Hand written applications will not be accepted. Paper copies of Portable Document Format (PDF) or Microsoft Word files or paper copies of typewritten documents, such as resumes, must be readable. Reviewers are not responsible for deciphering any illegible or otherwise poor quality copies in an application. Furthermore, reviewers are not required to consider any information that is submitted on illegible or otherwise poor quality copies of documents comprising the application.

Font size should be no smaller than 10 point. Margins (top, bottom, left, right) should be no less than one inch (1").

Material that is not required to be included in the application should not be submitted. Reviewers are under no obligation to consider any supplemental information regardless of where it is placed in the application.

Please paginate each page of the application.

Please observe the space limits for each section of the application. Material in excess of the space limits for each section will not be considered when your application is reviewed for completeness. The **Department's** application reviewers are obligated to review and consider only the information contained in section(s) of the application that address each criterion, as specified by and within the limitations described in this RFA.

B. Application Content

Applicants must use the sections as provided in Attachments #1 through #6 of this RFA to create each application to be submitted to the **Department**. Doing so will ensure that reviewers are able to locate the required information in order to determine if the application is complete.

An application must also include the following supplemental information, as applicable, as described in (1) **OR** (2) below.

(1) Remove unreasonable restrictions from municipal land use and subdivision regulations, zoning, and site plan requirements pertaining to agricultural land and farm operations.

- Attach a copy of the audit of your municipal laws (i.e., written summary of the identification and analysis of all unreasonable restrictions contained in the municipality's existing land use and subdivision regulations, existing zoning, and existing site plan requirements) that was completed prior to the submission of the application in response to this RFA.

PAYMENT AND REPORTING SCHEDULE

(2) Establish an implementation-ready TDR program for farmland protection.

- Attach a map-like document (e.g., tax parcel maps, aerial photographs, or similar imagery created by a Geographic Information System) that illustrates the preliminary location of "sending area(s)" within the jurisdictional boundaries of the participating municipality(ies).
- If two municipalities are applying jointly, attach a copy of the fully executed inter-municipal agreement between those participating municipalities.

VI. APPLICATION REVIEW AND AWARDING OF SUCCESSFUL APPLICATIONS

A. Review Process

1. Pass/Fail Criteria

At the discretion of the **Department**, all applications may be rejected.

Applications will be reviewed on the following pass/fail criteria. Those applications that fail one or both of these criteria will be rejected:

- Application includes all required content as stipulated in Attachments #1 through #6 of this RFA.
- Applicant requests a State contribution of no more than (i) \$15,000 per project (for a single applicant), or (ii) \$30,000 per project (for a joint application), or (iii) 75% of total project costs.

Eligible applicants may resubmit a previously rejected application after addressing each failed criteria.

2. Debriefings

Following the announcement of the applicants awarded agreements under this RFA, unsuccessful applicants may request a debriefing from the **Department's** Division of Fiscal Management no later than 10 days from the date of the award or non-award announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

B. Awards

All applications will be reviewed for eligibility and completeness based upon the attached checklist. All eligible applicants shall receive funding for approved project costs until all funds designated for this purpose are exhausted.

An agreement defining all terms, conditions and responsibilities shall be developed by the **Department** upon the **Department's** receipt and approval of a complete application. A sample agreement appears in Appendix A of this RFA.

Once the agreement has been fully executed, State funds will be disbursed on the basis

PAYMENT AND REPORTING SCHEDULE

of scheduled payments subject to submission of quarterly progress reports except for an initial advance of up to twenty-five percent (25%) of the total State award, if requested, at the discretion of the **Department**. The **Department** shall retain ten percent (10%) of the budget amount to be disbursed to the **Contractor** until such time that the required deliverables have been accepted by the **Department**.

The **Department** and State Comptroller's Office reserve the right to audit the Applicant's books and records relating to the performance of the project during and up to six years after the completion of the project.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Department of Agriculture and Markets 10B Airline Drive Albany, NY 12235</p>	<p>BUSINESS UNIT/DEPT. ID: AGM01/3000000</p> <p>CONTRACT NUMBER:</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><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</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # _____

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

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of Agriculture and Markets
10B Airline Drive
Albany, New York 12235

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # _____

**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

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

C. Order of Precedence:

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- d) 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.
- e) 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).

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 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). The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) 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 reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall

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.

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

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generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

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

D. Identifying Information and Privacy Notification:

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

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:
 - a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the

work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

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

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

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

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

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

2. Cost Allocation:

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the

requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

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

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

6. 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,

⁹ Not applicable to not-for-profit entities.

paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

Attachment A-1

Specific Terms and Conditions of this Agreement

New York State Department of Agriculture and Markets

These special conditions apply to the administrative aspects of this particular Agreement. These special conditions cannot be changed.

I. AGENCY SPECIFIC TERMS AND CONDITIONS

RESPONSIBILITY REQUIREMENTS

- A. The **Department** is required to undertake an affirmative review of the responsibility of any vendor to which it proposes to make a contract award. Such review shall be designed to provide reasonable assurances that the proposed **Contractor** is responsible. In undertaking such review, the **Department** must comply with the following standards:
- a. In all cases, the **Department** must consider any information that has come to its attention from the proposed **Contractor** or any other source that would raise issues concerning the proposed **Contractor's** responsibility.
 - b. In the case of any contract valued at \$100,000 or more, the **Department** must affirmatively require disclosure by the proposed **Contractor** of all information that the **Department** reasonably deems relevant to a determination of responsibility by completing a Vendor Responsibility Questionnaire.
- B. The **Contractor** shall at all times during the **Agreement** term remain responsible. The **Contractor** agrees, if requested by Commissioner or his or her designee, 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.

- C. The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this **Agreement**, at any time, when he or she discovers information that calls into question the responsibility of the **Contractor**. In the event of such suspension, the **Contractor** will 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. **Agreement** activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the **Agreement**.
- D. Upon written notice to the **Contractor**, and a reasonable opportunity to be heard with appropriate Commissioner officials or staff, the **Agreement** may be terminated by Commissioner or his or her designee at the **Contractor's** expense where the **Contractor** is determined by the Commissioner or his or her designee to be non- responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

CONFLICT OF INTEREST

- A. Organizational Conflict of Interest. To the best of the **Contractor's** knowledge and belief, the **Contractor** warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the **Contractor** has disclosed all such relevant information to the **Department**.
 - 1. An organizational conflict of interest exists when the nature of the work to be performed under this Agreement may, without some restriction on future activities, impair or appear to impair the **Contractor's** objectivity in performing the work for the **Department**.
 - 2. The **Contractor** agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the **Contractor** will immediately make a full disclosure in writing to the **Department**. This disclosure shall include a description of actions which the **Contractor** has taken or proposes to take, after consultation with the **Department**, to avoid, mitigate, or minimize the actual or potential conflict.
 - 3. To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the **Contractor** shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

B. Personal Conflict of Interest. The following provisions with regard to management or professional level employee personnel performing under this Agreement shall apply until the earlier of the termination date of the affected employee(s) or the duration of the Agreement.

1. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the work associated with this Agreement. The **Contractor** agrees to notify the **Department** immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this Agreement, as soon as **Contractor** becomes aware of such conflict. The **Department** will notify the **Contractor** of the appropriate action to be taken.
2. The **Contractor** agrees to advise all management or professional level employees involved in the work of this Agreement, that they must report any personal conflicts of interest to the **Contractor**. The **Contractor** must then advise the **Department** which will advise the **Contractor** of the appropriate action to be taken.
3. Unless waived by the **Department**, the **Contractor** shall certify annually that, to the best of the **Contractor's** knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the **Department**. Such certification must be signed by a senior executive of the **Contractor** and submitted in accordance with instructions provided by the **Department**. Along with the annual certification, the **Contractor** shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this Agreement. The initial certification shall cover the one-year period from the date of award for this Agreement, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.
4. In performing this Agreement, the **Contractor** recognizes that its employees may have access to data, either provided by the **Department** or first generated during Agreement performance, of a sensitive nature which should not be released without **Department** approval. If this situation occurs, the **Contractor** agrees to obtain confidentiality agreements from all affected employees working on requirements under this Agreement including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the **Department**, any information or data provided by the **Department** or first generated by the **Contractor** under this Agreement, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the **Department**. If a

Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the **Contractor** must provide immediate advance notification to the **Department** so that the **Department** can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of this Agreement and for a period of five (5) years after completion of this Agreement.

- C. Remedies. The **Department** may terminate this Agreement in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the **Contractor** fails to make required disclosures or misrepresents relevant information to the **Department**, the **Department** may terminate the Agreement, or pursue such other remedies as may be permitted by the terms of other applicable provisions of this Agreement regarding termination.
- D. The **Contractor** will be ineligible to make a proposal or bid on a contract for which the **Contractor** has developed the statement of work or the solicitation package.
- E. The **Contractor** agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the **Department**.

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

I. General Provisions

- A. The **Department** is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State agreements as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The **Contractor** to the subject agreement (the "Agreement") agrees, in addition to any other nondiscrimination provision of the Agreement and at no additional cost to the **Department**, to fully comply and cooperate with the **Department** in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). **Contractor's** demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State

Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Agreement.

II. Contract Goals

- A. For purposes of this procurement, the **Department** hereby establishes an overall goal of 2% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 1% for Minority-Owned Business Enterprises ("MBE") participation and 1% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the Agreement Goals established in Section II-A hereof, **Contractor** should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, **Contractor** is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Agreement.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, **Contractor** must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Agreement. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the **Contractor** acknowledges that if **Contractor** is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the **Contractor** shall be liable to the **Department** for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. **Contractor** agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. **Contractor** shall comply with the following provisions of Article 15-A:

1. **Contractor** and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The **Contractor** shall submit an EEO policy statement to the **Department** within seventy two (72) hours after the date of the notice by **Department** to award the Agreement to the **Contractor**.
3. If **Contractor** or Subcontractor does not have an existing EEO policy statement, the **Department** may provide the **Contractor** or Subcontractor a model statement (see Form MWBE/EEO1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The **Contractor's** EEO policy statement shall include the following language:
 - a. The **Contractor** will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The **Contractor** shall state in all solicitations or advertisements for employees that, in the performance of the agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The **Contractor** shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the **Contractor's** obligations herein.
 - d. The **Contractor** will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Agreement.

C. Form MWBE/EEO2- Staffing Plan

To ensure compliance with this Section, the **Contractor** shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. **Contractors** shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the agreement.

D. Form MWBE/EEO3 - Workforce Employment Utilization Report ("Workforce Report")

1. Once an agreement has been awarded and during the term of Agreement, the **Contractor** is responsible for updating and providing notice to the **Department** of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Agreement to report the actual workforce utilized in the performance of the Agreement by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by **Contractor** and any subcontractor performing work on the Agreement.
3. In limited instances, **Contractor** may not be able to separate out the workforce utilized in the performance of the Agreement from **Contractor's** and/or subcontractor's total workforce. When a separation can be made, the **Contractor** shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Agreement. When the workforce to be utilized on the Agreement cannot be separated out from **Contractor's** and/or subcontractor's total workforce, the **Contractor** shall submit the Workforce Report and indicate that the information provided is the **Contractor's** total workforce during the subject time frame, not limited to work specifically under the Agreement.

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

IV. MWBE Utilization Plan

- A. The **Contractor** represents and warrants that the **Contractor** has submitted an MWBE Utilization Plan (MWBE/EE04) either prior to, or at the time of, the execution of the Agreement.
- B. The **Contractor** agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Agreement pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. The **Contractor** further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the **Department** shall be entitled to any remedy provided herein, including but not limited to, a finding of the **Contractor** non-responsiveness.

V. Waivers

- A. For Waiver Requests the **Contractor** should use Form MWBE/EE05 – Waiver Request.
- B. If the **Contractor**, after making “good faith efforts,” is unable to comply with MWBE goals, the **Contractor** may submit a Request for Waiver form documenting “good faith efforts” by the **Contractor** to meet such goals. If the documentation included with the waiver request is complete, the **Department** shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the **Department**, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the **Contractor** is failing or refusing to comply with the Agreement goals and no waiver has been issued in regards to such non-compliance, the **Department** may issue a notice of deficiency to the **Contractor**. The **Contractor** must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Agreement Goals.

VI. Quarterly MWBE Contractor Compliance Report

The **Contractor** is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE/EE06) to the **Department** by the 10th day following each end of quarter over the term of the Agreement documenting the progress made towards achievement of the MWBE goals of the Agreement.

VII. Liquidated Damages - MWBE Participation

- A. Where the **Department** determines that the **Contractor** is not in compliance with the requirements of the Agreement and the **Contractor** refuses to comply with such requirements, or if the **Contractor** is found to have willfully and intentionally

failed to comply with the MWBE participation goals, the **Contractor** shall be obligated to pay to the **Department** liquidated damages.

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the **Contractor** achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Agreement.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the **Department**, the **Contractor** shall pay such liquidated damages to the **Department** within sixty (60) days after they are assessed by the **Department** unless prior to the expiration of such sixtieth day, the **Contractor** has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the **Department**.

The forms referenced above can be found at <http://www.agriculture.ny.gov/MWBE.html>

PROJECT INSURANCE CONSIDERATIONS

- A. The **Contractor** agrees to procure and maintain at its own expense and without expense to the **Department** until final acceptance by the **Department** of the services covered by this Agreement, insurance of the kinds and amounts applicable to the project work plan, hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Agreement.
- B. Upon execution of this Agreement, the **Contractor** shall furnish to the **Department** a certificate or certificates, in form satisfactory to the **Department**, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the **Department**. The certificate shall list the **Department** and the State of New York as additional insureds, except with respect to worker's compensation and disability coverage. The insurance certificate(s) must contain an endorsement in writing added to and made part of the insurance contract for the purpose of changing the original terms such that the **Department** and the State of New York are added as additional insureds. In addition, the applicable insurance policy number(s) referenced on the ACORD form must be referenced on the endorsement. A copy of the endorsement page, showing the **Department** and the State of New York as additional insureds, must

be provided to the **Department**. This Agreement shall be void and of no effect unless the **Contractor** procures the required insurance policies and maintains them until acceptance of the work. The kinds and amounts of insurance required are as follows:

1. Policy covering the obligations of the **Contractor** in accordance with the provisions of the Worker's Compensation Law, Employers Liability, and Disability Benefits.

The *only* forms which are accepted as proof of Workers' Compensation Insurance are as follows:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12	Certificate of Workers' Compensation Self-Insurance
GSI-105.2	Certificate of Participation in Worker's Comp Group Self-Insurance

The *only* forms which are accepted as proof of Disability Benefit Insurance are as follows:

FORM #	FORM TITLE
DB-120.1	Certificate of Disability Benefit Insurance
DB-120.2	Certificate of Participation in Disability Benefits Group Self-insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME:** The New York State Department of Agriculture and Markets, Division of Land and Water Resources, 10B Airline Drive, Albany, NY 12235, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Worker's Compensation website: <http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>.

2. Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in an agreement (including tort liability of another assumed in an agreement).

3. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
4. The **Contractor** shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein.

AMENDMENTS / EXTENSIONS

The Agreement may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Agreement and will not take effect until approved by all State agencies and final approval by the Office of State Comptroller, if applicable. Agreement amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the **Department**.

COST OVERRUNS

If applicable, any cost overruns will not be paid by the **Department** and the **Department** is not committed to seeking additional appropriations or re-appropriation of funds.

II. PROGRAM SPECIFIC TERMS AND CONDITIONS

RECOMMENDED POLICY GUIDANCE

- A. *For projects to remove unreasonable restrictions from municipal laws pertaining to agricultural lands and farm operations.* The **Department** urges each awarded municipality to thoroughly review and carefully consider the content of its published guidance documents so as to ensure that each proposed local law revision is consistent therewith. One of the guidance documents specifically discusses the relationship between local municipal laws and lands enrolled in county-established, state-certified agricultural districts. The other documents reflect **Department** policies regarding a variety of land use activities occurring on agricultural lands. Topics range from start-up farm operations to farm distilleries/breweries/wineries. All guidance documents are accessible from the **Department's** web site (www.agriculture.ny.gov/AP/agservices/agdistricts.html, under "Guidance Documents").
- B. *For projects to establish implementation-ready Transfer of Development Rights programs.* The **Department** urges each awarded municipality to thoroughly review and carefully consider the content of its published guidance documents,

which address policy considerations for farmland protection implementation projects that result in conservation easements. Those documents include:

- (i.) [http://www.agriculture.ny.gov/AP/agservices/GD_FP%20and%20Ag%20Districts %20FINALJPC.pdf](http://www.agriculture.ny.gov/AP/agservices/GD_FP%20and%20Ag%20Districts%20FINALJPC.pdf), and
- (ii.) [http://www.agriculture.ny.gov/AP/agservices/GD %20Land%20Planning Final Clean.pdf](http://www.agriculture.ny.gov/AP/agservices/GD %20Land%20Planning_Final_Clean.pdf).

LOCAL MATCH REQUIREMENTS

- A. Each awarded municipality (or jointly awarded municipalities) must provide a total local match contribution of at least twenty-five percent (25%) of total project costs. Local match may include cash or in-kind services. However, a minimum of twenty percent (20%), or at least \$1,000.00, of the local match contribution must be cash.
- B. Each municipality must submit a copy of a resolution or letter from an authorized municipal official obligating the applicant cash match.
- C. Cash and in-kind match must be for items that are eligible costs (listed below) and may be provided by the applicant or other supporters of the project. In-kind services match may include any of the eligible cost items listed below.

Eligible costs include:

- personal services, including fringe benefits, for professional, secretarial, and legal services related directly to the amendment of municipal laws affecting agricultural lands, farm operations or farmland protection
 - consultant services
 - travel (at State government rates)
 - conducting public hearings
 - expendable supplies
 - printing
 - communication
- D. The cost of preparing applications, project costs incurred prior to the start date of the funding agreement, indirect and overhead, and other New York State Funds may not be considered as an applicant match.

PAYMENT AND REPORTING

- A. Upon approval of this Agreement by the State, an advance payment of twenty-five percent (25%) of the total Agreement amount will be provided to the **Contractor** for project start-up funding. No reimbursement payments under this Agreement will be made by the **Department** to the **Contractor** unless the

Contractor provides supporting cost documentation to support how the 25% advance payment funding was spent on the awarded project.

- B. After receiving the advance payment from the State as described in Attachment D, the **Contractor** agrees to thereafter fully fund the awarded project and then seek partial reimbursement from the **Department** for eligible project costs (State contribution of up to 75% of total project costs, not to exceed \$15,000 per municipality). Such reimbursement payments shall be made upon approval by the **Department** and the Comptroller of vouchers executed by an authorized officer of the **Contractor**. The **Contractor** will be entitled to receive reimbursement payments for work and/or services rendered as detailed and described in Attachment C and Attachment D of this Agreement. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the **Department** and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices or canceled checks, and any further documentation as may be required by the **Department** and/or the Comptroller. The **Department** reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the **Contractor** is in satisfactory form and substance.
- C. The **Department** will process final payment for this Agreement after it has determined that the project was completed satisfactorily and after the **Department** has received and accepted the final report and all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

PROJECT DELIVERABLES

- A. All proposed amendments to municipal laws should be submitted to the **Department** within 24 months of state approval of the awarded contract.
- B. Required deliverables are described in (1) or (2) below, as applicable.
1. For projects to remove unreasonable restrictions from municipal land use and subdivision regulations, zoning, and site plan requirements pertaining to agricultural land and farm operations:
 - Each proposed local law shall address all of the unreasonable restrictions identified in that municipal applicant's audit of its local laws.
 - Each resulting local law shall be filed with the New York State Department of State. A copy of the filed local law must be submitted as part of the final report for this Agreement.
 2. For projects to establish an implementation-ready Transfer of Development Rights (TDR) program for farmland protection:

- Each proposed law shall contain:
 - (i.) map(s) of sending area(s) and receiving area(s), including designation of all Prime Soils and all Soils of Statewide Importance within each such area;
 - (ii.) the determination of the number of transferable development rights (or credits) available per sending area;
 - (iii.) the determination of the number of transferable development rights (or credits) authorized for use per receiving area; and
 - (iv.) the draft conservation easement document to be used for each TDR transaction.
- Each resulting local law shall be filed with the New York State Department of State. A copy of the filed local law must be submitted as part of the final report for this Agreement.

ENVIRONMENTAL PROTECTION FUND ACKNOWLEDGEMENT

A. If applicable, in recognition of a portion of the **Department** funds utilized for the work completed under this Agreement, the **Contractor** agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Agriculture and Markets.

NOTIFICATIONS

Notices to the **Department** shall be addressed to:

David Behm, Farmland Protection Program Manager
 New York State Department of Agriculture and Markets
 Division of Land and Water Resources
 10B Airline Drive
 Albany, New York 12235

Other communications to the **Department** regarding the work associated with this Agreement, including required deliverables, may be directed to David Behm via email (david.behm@agriculture.ny.gov) or telephone (518-485-7729).

The **Contractor's** authorized representative for the implementation of this Agreement is _____ . Notices to the **Contractor** shall be addressed to the primary mailing address that appears on the face page of this Agreement.

_____, New York _____

Other communications to the **Contractor** regarding the work associated with this Agreement, including required deliverables, shall be directed to the authorized representative identified above via email (_____) or telephone (____-____-_____).

New York State Department of Agriculture and Markets

**Farmland Protection Implementation Project to
Amend Municipal Laws Affecting Agricultural Lands,
Farm Operations or Farmland Protection**

**ATTACHMENT B:
PROJECT BUDGET**

Specify Project Type:

Amendment(s) to Municipal Laws to (select ONLY ONE) –

___ = Remove unreasonable restrictions affecting agricultural lands and farm operations

___ = Establish implementation-ready Transfer of Development Rights program

Municipality: _____

<u>Expenditure Category</u>	<u>Grant Funds</u>	<u>Applicant Match</u>		<u>Total</u>
		Cash	In-Kind	
Salaries and Wages (Personal Services)	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Consultant Services	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Public Hearings	\$	\$	\$	\$
Supplies and Materials	\$	\$	\$	\$
Communications	\$	\$	\$	\$
Printing	\$	\$	\$	\$
Total	\$	\$	\$	\$

Contract Number: # _____

Budget Summary

Total State Funds Requested: \$ _____

a.) applicant cash match: \$ _____

b.) applicant in-kind match: \$ _____

Total Cost of Project: \$ _____

Please provide a brief description of in-kind services to be used for up to 80% of the required match:

List Sources (name and sector) and Amount of Applicant Match:
(Some applicants may have obtained match funds from outside sources; if so, fill in below.)

Source of Match	Sector (circle one)	Amount
_____	Public Private	\$ _____
_____	Public Private	\$ _____
_____	Public Private	\$ _____

Please attach documentation such as resolution or letter from an authorized municipal official obligating the cash match.

Contract Number: # _____

New York State Department of Agriculture and Markets

**Farmland Protection Implementation Project to
Amend Municipal Laws Affecting Agricultural Lands,
Farm Operations or Farmland Protection**

**ATTACHMENT C:
WORK PLAN (Scope of Work)**

Specify Project Type:

Amendment(s) to Municipal Laws to (select ONLY ONE) –

___ = Remove unreasonable restrictions affecting agricultural lands and farm operations

___ = Establish implementation-ready Transfer of Development Rights program

1. Anticipated time frame for completing all tasks resulting in the revision of municipal laws affecting agricultural lands, farm operations, or farmland protection: _____

2. In the space provided immediately below, please summarize (in either outline or tabular form) the steps/activities, including at least one public hearing to solicit citizen views and recommendations, that you will conduct to complete all of the necessary tasks to result in the amendment of your municipal law.

3. Please attach (*as page 2 of this Attachment C*) a resolution, which is signed by the chair of the municipal legislative body, that authorizes the submission of this application to the state.

Contract Number: # _____

Contract Number: # _____

Page 1 of 2, Attachment C – Plan of Work

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of twenty-five percent (25 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (0 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

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 Project file & final report
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ 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 0 days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

Final scheduled payment will not be due until 30 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 34 mo. after award. The agency shall complete its audit and notify vendor of the results no later than 30 days later. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

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

New York State Department of Agriculture and Markets

**Application for State Assistance Payments for Amendments to
Municipal Laws Affecting Agricultural Lands, Farm Operations or Farmland Protection**

**ATTACHMENT #1
APPLICATION COVER SHEET**

- Instructions:** ▶ Please complete this page and attach it as the first page of your application.
For joint applications, please complete this page for each applicant and attach both as the "first page" of your joint application.
▶ Staple each copy in the upper left hand corner of the application.
▶ Submit one (1) original, signed application and two (2) additional copies of the signed application

Vendor Identification Number

Municipality in County of

Mailing Address

City State Zip Code

Amount of State funding requested Percent of total project costs

Specify Project Type

Amendment(s) to Municipal Laws to:

- Remove unreasonable restrictions affecting agricultural lands and farm operations
NOTE: Joint applications for this type of project will be rejected
- Establish implementation-ready Transfer of Development Rights program

NOTE: If joint application, Lead Applicant

Applicant Approval and Contact Information

Full Name of Supervisor/Mayor

Phone Number of Supervisor/Mayor

Email of Supervisor/Mayor _____

Please complete if the municipality intends for this person to be someone other than Supervisor/Mayor.

Full Name of Principal Contact for applicant

Phone Number of Principal Contact

Fax Number of Principal Contact

Email of Principal Contact _____

Signature of Supervisor/Mayor

Signature of Principal Contact for Applicant

New York State Department of Agriculture and Markets

**Application for State Assistance Payments for Amendments to
Municipal Laws Affecting Agricultural Lands, Farm Operations or Farmland Protection**

**ATTACHMENT #2
APPLICATION TABLE OF CONTENTS**

Specify Project Type

Amendment(s) to Municipal Laws to:

- Remove unreasonable restrictions affecting agricultural lands and farm operations
- Establish implementation-ready Transfer of Development Rights program

	Page Number
Application Cover Sheet(s)	1
Table of Contents	2
Checklist for Application Completeness	3-4
Letter of Project Endorsement by County Agricultural & Farmland Protection Board	5
Overall Goal of Proposed Project	6
Anticipated Outcome of Proposed Project	6
Key Project Personnel	
Work Plan (Scope of Work)	
Project Budget	

New York State Department of Agriculture and Markets

Application for State Assistance Payments for Amendments to Municipal Laws Affecting Agricultural Lands, Farm Operations or Farmland Protection

ATTACHMENT #3 CHECKLIST FOR APPLICATION COMPLETENESS

- ▶ Please fill out this checklist and submit it with your application and budget forms.
- ▶ Please fill in all information requested and **be sure to attach all documents as noted on this checklist**. Failure to provide all requested information shall result in rejection of your application.

Specify Project Type

Amendment(s) to Municipal Laws to:

- Remove unreasonable restrictions affecting agricultural lands and farm operations

NOTE: Attach a copy of the audit of your municipal laws (i.e., written summary of the identification and analysis of all unreasonable restrictions contained in the municipality's existing land use and subdivision regulations, existing zoning, and existing site plan requirements) that your municipality completed prior to the submission of this application.

- Establish implementation-ready Transfer of Development Rights program

NOTE: Attach a map-like document (i.e., tax parcel maps, aerial photographs, or similar imagery created by a Geographic Information System (GIS)) that illustrates the preliminary location of "sending area(s)" within the jurisdictional boundaries of the participating municipality(ies), and, if applicable, a copy of the fully executed inter-municipal agreement between the participating municipalities.

MUNICIPALITY

Lead Applicant (if joint application)

Application Content

- One (1) original, signed application and **two (2) additional copies** of the signed application must be submitted to the Department
- All information requested on Attachment #1 is provided
- All page numbers have been entered on Attachment #2
- All items listed on Attachment #3 have been included in this application
- All information requested on Attachment #4 is provided, **including any attachment (if needed)** regarding "Key Project Personnel"
- Letter of project endorsement from County Agricultural & Farmland Protection Board is included in this application
- All information requested on Attachment #5 is provided, including the attachment of a copy of a signed resolution authorizing the submission of this application to the State

- OVER -

New York State Department of Agriculture and Markets

**Application for State Assistance Payments for Amendments to
Municipal Laws Affecting Agricultural Lands, Farm Operations or Farmland Protection**

- All information requested on Attachment #6 is provided, including the attachment of documentation regarding local cash match. Furthermore, please ensure that this application reflects the following:
 - Your request for State funding does not exceed \$15,000 (for single applicant) or \$30,000 (for joint application)
 - Local match contribution equals or exceeds 25% of the TOTAL project costs: at least 20% of that match amount must be cash
 - No work or project expense occurred or will occur prior to the announcement of an award associated with this RFA
 - No other source of New York State funds shall be used on this project
 - Indirect and overhead costs are not included in the sum contribution of in-kind services

Signature of Principal Contact for Applicant
(or of Principal Contact for Lead Applicant, if joint application)

Date

New York State Department of Agriculture and Markets

**Application for State Assistance Payments for Amendments to
Municipal Laws Affecting Agricultural Lands, Farm Operations or Farmland Protection**

**ATTACHMENT #4
GOAL AND OUTCOME OF PROPOSED PROJECT;
KEY PROJECT PERSONNEL**

Specify Project Type

Amendment(s) to Municipal Laws to:

- Remove unreasonable restrictions affecting agricultural lands and farm operations
- Establish implementation-ready Transfer of Development Rights program

Overall Goal of Proposed Project

1. Please briefly summarize the municipality's overall goal for this proposed farmland protection implementation activity.

Anticipated Outcome of Proposed Project

2. Please briefly summarize the municipality's anticipated outcome for this proposed farmland protection implementation activity.

Key Project Personnel

3. Please list the individuals who will be directly responsible for developing the proposed amendments to municipal laws affecting agricultural lands, farm operations or farmland protection. For each person listed, specify only education and actual prior experience in the development, administration or enforcement of such municipal laws; do not include any other education or experience. If any person listed has no such prior experience, simply indicate "no such prior experience." Please limit your response to one page of additional information. Do not attach resumes.

	Name	Education	Experience
 			

New York State Department of Agriculture and Markets

**Application for State Assistance Payments for Amendments to
Municipal Laws Affecting Agricultural Lands, Farm Operations or Farmland Protection**

**ATTACHMENT #5
WORK PLAN (SCOPE OF WORK)**

Specify Project Type

Amendment(s) to Municipal Laws to:

- Remove unreasonable restrictions affecting agricultural lands and farm operations
- Establish implementation-ready Transfer of Development Rights program

1. Anticipated time frame for completing all tasks resulting in the revision of municipal laws affecting agricultural lands, farm operations, or farmland protection:

Anticipated Start Date

Anticipated End Date

2. In the space provided, please summarize (in either outline or tabular form) the steps/activities, including at least one public hearing to solicit citizen views and recommendations, that you will conduct to complete all of the necessary tasks to result in the amendment of your municipal law.

3. Please attach a resolution, which is signed by the chair of the municipal legislative body, that authorized the submission of this application to the state.

New York State Department of Agriculture and Markets

**Application for State Assistance Payments for Amendments to
Municipal Laws Affecting Agricultural Lands, Farm Operations or Farmland Protection**

**ATTACHMENT #6
PROJECT BUDGET**

Specify Project Type

Amendment(s) to Municipal Laws to:

- Remove unreasonable restrictions affecting agricultural lands and farm operations
- Establish implementation-ready Transfer of Development Rights program

Municipality

Project Budget

Expenditure Category	Grant Funds	Applicant Cash Match	Applicant In-Kind Match	TOTAL
Salaries and Wages (Personal Services)				
Fringe Benefits				
Consultant Services				
Travel				
Public Hearings				
Supplies and Materials				
Communications				
Printing				
TOTAL				

New York State Department of Agriculture and Markets

Application for State Assistance Payments for Amendments to Municipal Laws Affecting Agricultural Lands, Farm Operations or Farmland Protection

Budget Summary

Total State Funds Requested _____

a.) Applicant Cash Match _____

b.) Applicant In-Kind Match _____

Total Cost of Project _____

Applicant Match

1. Please provide a brief description of in-kind services to be used for up to 80% of the required match:

2. List sources (name and sector) and amount of Applicant Match:

	Source of Match	Sector	Amount
 		<input type="radio"/> Public <input type="radio"/> Private	

3. Please attach documentation such as resolution or letter from an authorized municipal official obligating the cash match.