



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION FOR July 14, 2021 MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

June 14, 2021

FN 20 21-158

Gerald J. Fiorini, Chairman.
Oneida County
Board of Legislators
800 Park Avenue
Utica, NY 13501

PUBLIC WORKS

WAYS & MEANS

Dear Chairman Fiorini:

The Commissioner of the Department of Public Works has notified me that a third engineer has left the County's employment for another job. In the approved 2021 budget position 3, Deputy of Commissioner of Public Works (Engineering) was unfunded to save money due to the extraordinary expenses Oneida County was incurring as a result of COVID.

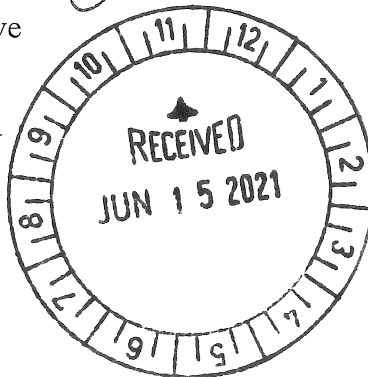
The Commissioner of the Department of Public Works has requested the above mentioned position be funded for the remaining 2021 budget year. The funded vacancies in the 2021 budget will more than cover the anticipated cost for the rest of the year. The Deputy Commissioner of Public Works has a starting salary of M48, step 2 or \$89,435.00 per year. No transfer of funds or supplemental appropriation for the D-Fund will be necessary.

Thank you for your prompt attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

CC: Comptroller
County Attorney
Budget
DPW





ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

June 1, 2021

FN 20 21-159

Anthony J. Picente Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, NY 13501

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Replacement of the Horton Road Bridge over Big Woodhull Creek in the Town of Forestport has been added to the State Transportation Improvement Plan. Eligible project expenditures qualify for 80% federal aid and 15% state aid. The balance remaining is paid by local funds. The subject bridge is owned by the Town of Forestport. Oneida County agreed to act as project sponsor and an Inter-municipal agreement between Oneida County and the Town of Forestport has been executed establishing the Town's responsibility for all unfunded expenses.

In November 2018, Oneida County executed a Local Project Agreement (LPA), Contract #72282, and in May 2020, Supplemental Agreement No. 1, Contract #101888, was executed securing additional funding for the Construction Phase and establishing the total funding from all sources in the amount of \$1,675,830.

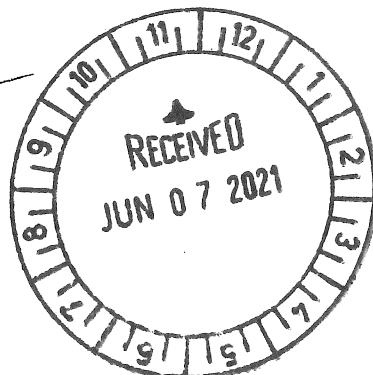
Enclosed is Supplemental Agreement No. 2 to the LPA that will adjust funding between the Design and Construction phases and add State Marchiselli aid thereby maximizing reimbursement for eligible expenditures. Total funding remains the same at \$1,675,830 with the following shares; \$1,439,064 Federal, \$152,975 State Marchiselli and \$83,791.00 Local (Town of Forestport).

If acceptable, please forward the enclosed Supplemental Agreement No. 2 to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by

Anthony J. Picente, Jr.
 County Executive

Date 6/7/21

Competing Proposal _____
 Only Respondent _____
 Sole Source RFP _____
 Other X

**ONEIDA COUNTY BOARD
 OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Transportation
 50 Wolf Road
 Albany, NY 12232

Title of Activity or Service: Grant

Proposed Dates of Operation: Start on Execution – 09/30/2022

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Replacement of the Horton Road Bridge over Big Woodhull Creek in the Town of Forestport has been added to the State Transportation Improvement Plan. Eligible project expenditures qualify for 80% Federal aid and 15% State aid. The balance remaining is paid by local funds. The subject bridge is owned by the Town of Forestport. Oneida County agreed to act as project sponsor and an Inter-municipal agreement between Oneida County and the Town of Forestport has been executed establishing the Town’s responsibility for all unfunded expenses.

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Enclosed is Supplemental Agreement No. 2 to the LPA that will adjust funding between the Design and Construction phases and add State Marchiselli aid thereby maximizing reimbursement for eligible expenditures. Total funding remains the same at \$1,675,830 with the following shares; \$1,439,064 Federal, \$152,975 State Marchiselli, \$83,791.00 Local (Town of Forestport).

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #:	H569
Total Funding Requested:	\$1,675,830.00
Oneida County Dept. Funding Recommendation:	\$1,675,830.00

Proposed Funding Sources	Federal:	\$1,439,064.00
	New York State:	\$152,975.00
	County:	\$0.00
	Town of Forestport:	\$83,791.00

Mandated / Not Mandated: Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: County of Oneida
PIN: 2754.43 BIN: 2205730
Comptroller's Contract No. D035951
Supplemental Agreement No.2
Date Prepared: 1/21/2020 By: JM
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D035951 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

County of Oneida (the Sponsor)
Acting by and through the County Executive
with its office at 800 Park Avenue, Utica, NY 13501.

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (*check and enter the # phase(s) as applicable*):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: County of Oneida
PIN: 2754.43 BIN: 2205730
Comptroller's Contract No. D035951
Supplemental Agreement No.2
Date Prepared: 1/21/2020 By: JM
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR: _____ SPONSOR ATTORNEY: _____
By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

On this _____ day of _____, 20__ before me personally came _____ 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 Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.43**

OSC Municipal Contract #: <u>D035951</u>	Contract Start Date: <u>7/18/2018</u> (mm/dd/yyyy)	Contract End Date: <u>9/30/2022</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
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Purpose: Original Standard Agreement Supplemental Schedule A No. 2

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REPLACE **County** (If different from Municipality): _____

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):

Project Description: HORTON ROAD OVER BIG WOODHULL CREEK BIN 2205730, TOWN OF FORESTPORT, ONEIDA COUNTY. BRIDGE REPLACEMENT (STRUCTURAL) PROJECT.

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$24,000.00	\$0.00	\$0.00	\$24,000.00
<input checked="" type="checkbox"/>	Current SFY 20/21	\$2,280.00	\$	\$126,695.00	\$126,695.00
Authorized Allocations to Date		\$26,280.00	\$ 0.00	\$126,695.00	\$152,975.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.43.121	Current	STP (80%)	\$175,200.00	\$140,160.00	\$26,280.00	\$8,760.00	\$0.00
	Old	STP (80%)	\$160,000.00	\$128,000.00	\$24,000.00	\$8,000.00	\$0.00
2754.43.122	Current	STP (80%)	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$3,000.00	\$2,400.00	\$0.00	\$600.00	\$0.00
2754.43.321	Current	STP **	\$656,000.00	\$623,200.00	\$0.00	\$32,800.00	\$0.00
	Old		\$656,000.00	\$623,200.00	\$0.00	\$32,800.00	\$0.00
2754.43.322	Current	STP (80%)	\$844,630.00	\$675,704.00	\$126,695.00	\$42,231.00	\$0.00
	Old		\$856,830.00	\$685,464.00	\$0.00	\$171,366.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,675,830.00	\$1,439,064.00	\$152,975.00	\$83,791.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,439,064.00	\$152,975.00	\$ 0.00	\$83,791.00	\$1,675,830.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYS DOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.
- ** PIN 2754.43.321 is funded with 80% Federal and 15% Toll Credits, 5% Local.
- ** PIN 2754.43.322 is funded with 80% Federal, 15% Marchiselli, 5% Local.
-
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ONEIDA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

June 1, 2021

FN 20 21-160

Anthony J. Picente Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, NY 13501

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

The New York State Department of Transportation (NYSDOT) is assisting Oneida County with right-of-way acquisition for the following Locally Administered Federal Aid Project.

Replacement of the Clinton Street Bridge over Sauquoit Creek, Town of New Hartford

This bridge is owned by the Town of New Hartford and the Town has agreed to be responsible for all expenses not covered by federal or state aid.

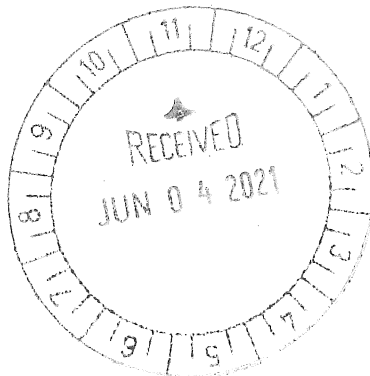
NYSDOT has performed all work required for acquisition of real property, negotiated and will process just compensation, and will file maps and descriptions with the County Clerk. A State/Local Agreement covering the cost of right-of-way incidentals and acquisition is required. Total cost is \$53,100.00 (\$42,480 Federal/\$7,965.00 State/\$2,655 Town). NYSDOT requires a deposit check in the amount of \$10,620.00 (State Share + Town Share) to finalize right-of-way acquisition.

If acceptable, please forward the enclosed State/Local Agreement to the Oneida County Board of Legislators for approval and request authorization to provide the requested deposit check.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by

Anthony J. Picente, Jr.
 County Executive

Date 6-3-21

Competing Proposal _____
 Only Respondent _____
 Sole Source RFP _____
 Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Transportation
 50 Wolf Road
 Albany, NY 12232

Title of Activity or Service: Grant
Proposed Dates of Operation: Start on Execution – 09/30/2022
Client Population/Number to be Served: N/A
Mandated or Non-mandated: Non-mandated

Summary Statements

1) Narrative Description of Proposed Services:

The New York State Department of Transportation (NYSDOT) is assisting Oneida County with right-of-way acquisition for the following Locally Administered Federal Aid Project:

Replacement of the Clinton Street Bridge over Sauquoit Creek, Town of New Hartford

This bridge is owned by the Town of New Hartford and the Town has agreed to be responsible for all expenses not covered by Federal or State aid.

NYSDOT has performed all work required for acquisition of real property, negotiated and will process just compensation, and will file maps and descriptions with the County Clerk. A State/Local Agreement covering the cost of right-of-way incidentals and acquisition is required. Total cost is \$53,100.00 (\$42,480 Federal/\$7,965.00 State/\$2,655 Town). NYSDOT requires a deposit check in the amount of \$10,620.00 (State Share + Town Share) to finalize right-of-way acquisition.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding	Account #:	H569
	Total Funding Requested:	\$53,100.00
	Oneida County Dept. Funding Recommendation:	\$53,100.00

Proposed Funding Sources	Federal:	\$42,480.00
	New York State:	\$7,965.00
	County:	\$0.00
	Town of New Hartford:	\$2,655.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

MUNICIPALITY/SPONSOR: Oneida County
PROJECT ID NUMBER: 2754.41 BIN: 2206280
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D040042

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the County of Oneida (the "Municipality/Sponsor")
acting by and through Chairman, Board of Supervisors
with its office at 800 Park Avenue, Utica 13501.

This Agreement covers eligible costs incurred on or after 7/2/2018.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as Bridge Replacement, Clinton Street over Sauquoit Creek (BIN 2206280) Village of New Hartford, Oneida County (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

MUNICIPALITY/SPONSOR: Oneida County
PROJECT ID NUMBER: 2754.41 BIN: 2206280
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the County Executive of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

MUNICIPALITY/SPONSOR: Oneida County
PROJECT ID NUMBER: 2754.41 BIN: 2206280
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s)* A. Supplemental Agreements or

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Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation 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.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor.

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In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation 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.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the

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State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* **The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

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- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via 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.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Jim McLaughlin
Title: Project Manager

Address: Planning and Program Management Group, 13th Floor, Utica State Office Building, 207 Genesee Street, Utica, NY 13501
Telephone Number: 315-793-2450
Facsimile Number: 315-793-2719
E-Mail Address: Jim.McLaughlin@dot.ny.gov

[Municipality/Sponsor] Oneida County

Name: Mr. Mark Laramie
Title: Commissioner, Department of Public Works
Address: 6000 Airport Road, Oriskany, NY 13424
Telephone Number: 315-793-6228
Facsimile Number: 315-768-6299
E-Mail Address: mlaramie@ocgov.net

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

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Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR: _____ MUNICIPALITY/SPONSOR ATTORNEY: _____
By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF *Oneida*)

On this _____ day of _____, 20__ before me personally came _____ 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 Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.45

OSC Municipal Contract #: D040042	Contract Start Date: 7/2/2018 (mm/dd/yyyy)	Contract End Date: 9/30/2023 (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
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Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REPLACE **County (If different from Municipality):** _____

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*
Project Description: Bridge Replacement, Clinton Street over Sauquoit Creek (BIN 2206280) Village of New Hartford, Oneida County

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 7,965.00	\$ 0.00	\$ 7,965.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 7,965.00	\$ 0.00	\$ 7,965.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.41.221	Current	NHPP	\$ 53,100.00	\$ 42,480.00	\$ 7,965.00	\$ 2,655.00	\$ 10,620.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS			\$ 53,100.00	\$ 42,480.00	\$ 7,965.00	\$ 2,655.00	\$ 10,620.00

NYS DOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$10,620.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$10,620.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$42,480.00	\$7,965.00	\$ 0.00	\$2,655.00	\$53,100.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1 Preliminary Engineering (PE) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right of Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 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. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment 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.

16. NO ARBITRATION. Disputes involving this 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.

17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

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

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of _____% Federal funds and _____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

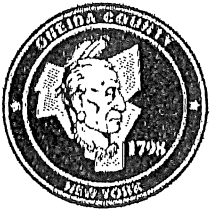
RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

May 13, 2021

FN 20 21-161

Anthony J. Picente, Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, NY 13501

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

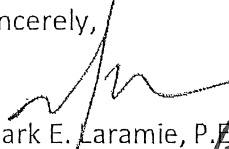
Enclosed is the contract for construction inspection services for the Marcy SUNY-IT Parkway Reconstruction Project. Plans and specifications are substantially complete and the current construction schedule shows waterline relocation completed in 2021 with a majority of roadway reconstruction to be completed in 2022.

Proposals were solicited from qualified consultants and responses were evaluated. On April 21, 2021, the Board of Acquisition & Contract awarded the contract to Fisher Associates, P.E., L.S., L.A., D.P.C., to provide construction phase services Marcy SUNY-IT Parkway Project in the amount of \$173,000.00.

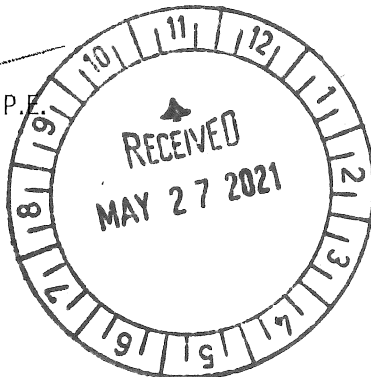
If acceptable, please forward the above contract to the Oneida County Board of Legislators for consideration and approval.

Thank you for your continued support.

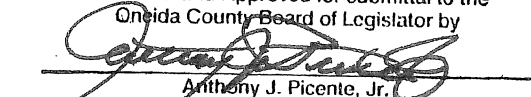
Sincerely,


 Mark E. Laramie, P.E.
 Commissioner

Enclosures



Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by


 Anthony J. Picente, Jr.
 County Executive

Date 5-27-21

Oneida County Department: Public Works

Competing Proposal Only Respondent Sole Source RFP Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Fisher Associates, P.E., L.S., L.A., D.P.C. 120 E. Washington Street, Suite 200 Syracuse, New York 13424
Title of Activity of Service:	Construction Inspection – Marcy-SUNY-IT Parkway Project
Proposed Dates of Operation:	Start on Execution – 12/31/2022
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Attached is the contract for construction inspection services for the Marcy SUNY-IT Parkway Reconstruction Project. Plans and specifications are substantially complete and the current construction schedule shows waterline relocation completed in 2021 with a majority of roadway reconstruction to be completed in 2022. On April 21, 2021, the Board of Acquisition & Contract awarded the contract to Fisher Associates.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-618
Total Funding Requested:	\$ 173,000.00
Oneida County Dept. Funding Recommendation:	\$173,000.00
Proposed Funding Sources	Federal: \$ 0.00
	State: \$0.00
	County: \$173,000.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), made this 21st day of April 2021, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, and Fisher Associate, P.E., L.S., L.A., D.P.C., (hereinafter called "Consultant"), a domestic professional corporation, organized and existing under the laws of the State of New York with its place of business located at 120 E. Washington St., Suite 200, Syracuse, New York 13424 (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, County requires construction inspection services associated with the following project:

Reconstruction of the Marcy-SUNY-IT Parkway, Marcy, New York;

WHEREAS, Consultant has submitted a proposal to provide such services, more fully defined herein; and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement; and

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, Consultant shall provide certain services identified in the original Request for Proposal, attached hereto as **Attachment B**, and the Consultant Proposal, attached hereto as **Attachment C** (both collectively hereinafter the "Services").

1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed (the "Notice to Proceed") and shall terminate upon completion of all work on all projects, but no later than December 31, 2022.

2. NOTICE TO PROCEED

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager (the "Project Manager"), authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

3. COMPENSATION

3.1. Consultant will be paid a not-to-exceed fee of **One Hundred Seventy-Three Thousand dollars and Zero cents (\$173,000.00)**, for the Services identified in **Attachment B**.

3.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Attachment C**.

3.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

3.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

3.5. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet the requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.6. Additional compensation, at a mutually agreed-upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, provided claims are not result of the negligence of Consultant.

3.7. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

4. EXECUTORY OR NON-APPROPRIATION CLAUSE

4.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to

termination, and shall not receive actual or consequential damages as a result of termination.

5. SCOPE OF SERVICES

5.1. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment B**.

5.3. Consultant shall furnish any equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

6. PERFORMANCE OF SERVICES

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be completed and submitted in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

6.7. Consultant is solely responsible for paying all of its business expenses related to

furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.8. Consultant acknowledges and agrees that it and its employees and sub-consultants have no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with any of the requirements of this Agreement.

7. NON-ASSIGNMENT

7.1. In compliance with New York General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, by County.

8. SUBCONTRACTS

8.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of sub-consultants to whom it proposes to award any portion of the Services.

8.3. Agreements between Consultant and the sub-consultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

10. PROJECT MANAGERS

10.1. County designates the Commissioner of Public Works, as their Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its representative, Consultant will be notified in writing.

10.2. Consultant designates Al Cowen, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or sub-consultant shall be subject to approval by the Project Manager for County.

11. NOTICES

11.1. Any notice to County may be delivered personally or sent by United States Mail, postage prepaid, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant may be delivered personally or sent by United States Mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and any of its subcontractor(s) or sub-consultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of County. County and the Independent Contractor shall have the right to

participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

13. ASSUMPTION OF RISK

13.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant or its sub-consultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of Consultant in the performance of this Agreement or from Consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by Consultant is absolute, excepting only reckless or

intentional acts of County or its officers, agents or employees.

14. INSURANCE REQUIREMENTS

14.1. Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.2. Commercial General Liability ("CGL") coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

14.3. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

14.6. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and at least Two Million in the aggregate.

14.7. Waiver of Subrogation: Consultant waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.8. County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant hereby grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

16.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a time deemed reasonable to the County, then this will be cause for Agreement termination.

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement, or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under

this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. TERMINATION

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

18.1. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

19. ADDENDUM

19.1. Consultant shall comply with **Attachment A**, Addendum - Standard Oneida County Conditions, attached hereto and hereby incorporated by reference.

20. NON WAIVER

20.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

21. CHOICE OF LAW/FORUM

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. ORDER OF PRECEDENCE

22.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

22.1.1. Attachment A – Addendum

22.1.2. Attachment D – Change Order, in reverse chronological order, if applicable

22.1.3. This Agreement

22.1.4. Attachment B – Request for Proposal

22.1.5. Attachment C – Consultant Proposal

23. SUCCESSORS AND ASSIGNS

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. SEVERABILITY

24.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

25. ENTIRE AGREEMENT

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. COUNTERPARTS

26.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

27. AUTHORITY TO ACT/SIGN

27.1. Consultant's signatory hereby represents and certifies that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

28. ADVICE OF COUNSEL

28.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

29. AMENDMENTS

29.1. Amendments to this Agreement, if needed, shall be in the form of the Charge Order attached hereto as **Attachment D**.


(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals
the day and year first above written.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.


Emily M. Smith, P.E.
Vice President/Director of Transportation

APPROVED BY

Robert E. Pronteau, Esq.
Assistant County Attorney

EXHIBIT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the

County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this 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 County's previous written consent, and any attempts to do so

are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. 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 this 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 this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, 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 this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. 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 of the Labor Law, neither the 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 Articles, 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, the 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 a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from

public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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 County 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 liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from

another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including:

chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING
5999 JUDD ROAD, ORISKANY, NEW YORK 13424

REQUEST FOR PROPOSAL

FOR

CONSTRUCTION INSPECTION SERVICES

MARCY SUNY-IT PARKWAY RECONSTRUCTION PROJECT

February 2021

REQUEST FOR PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES

1. Introduction

1.1. The County of Oneida (the "County") is soliciting proposals from qualified consulting firms with demonstrated experience in providing similar services.

1.2. Proposals in response to this RFP must be submitted electronically in Adobe PDF format.

Proposals can be submitted via email to mlaramie@ocgov.net or via mail on a USB flash drive to:

Mark E. Laramie, P.E., Commissioner

Oneida County Department of Public Works

5999 Judd Road

Oriskany, New York 13424

1.3. Packages containing proposals must be marked "Construction Inspection Services".

1.4. Proposals are due no later than 2:00 p.m. on March 2, 2021.

1.5. Questions relating to this RFP should be directed to Mark Laramie at 315-793-6236 or mlaramie@ocgov.net.

2. Project Description and Schedule

2.1. Oneida County is soliciting proposals from qualified firms to provide Construction Inspection services for reconstruction of the Marcy-SUNY IT Parkway reconstruction project. A project description and proposed schedule are provided in **Appendix B**, attached hereto.

3. Scope of Services

3.1. The consulting firm selected for this project (the "Consultant") shall be required to provide qualified inspectors and all services necessary for the performance and completion of all work. Construction Inspector Qualifications and Construction Inspection Services are described in **Appendix C**, attached hereto.

4. Terms and Conditions

4.1. The Project outlined in this RFP shall be awarded by County.

4.2. The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

4.3. A firm responding to this RFP (a "proposer") may be designated for an interview with the

County. The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

4.4. The County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.

4.5. The Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

4.6. Firms and/or sub-consultants qualified and certified as Minority/Women Business Enterprises are encouraged to submit proposals. The Consultant and/or sub-consultants shall make a good faith effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

4.7. The Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

4.8. The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

4.9. Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.

4.10. Oneida County Standard Contract Clauses Addendum, attached hereto as **Appendix A** shall become part of any contract, resulting from this proposal, between Consultant and County.

4.11. Each proposer shall comply with and certify the following.

4.11.1. General Municipal Law 103-D, Statement of non-collusion, attached hereto as **Appendix D**.

4.11.2. County's Solid Waste Management Certification, attached hereto as **Appendix E**.

4.11.3. Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix F**.

4.11.4. General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix G**.

4.11.5. Prohibition on Purchase of Tropical Hardwoods, attached hereto as **Appendix H**.

5. Payment for Services

5.1. Consultant shall invoice County monthly for services rendered.

5.2. Payment shall be based on established hourly billing rates.

5.3. Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

6. Indemnification

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. Insurance Requirements

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and at least Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising

from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

7.7. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and at least Two Million Dollars (\$2,000,000) in the aggregate.

7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella policies to include the County as an additional insured on a primary and non- contributory basis with subrogation waived.

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8. Independent Contractor Status

8.1. For the purposes of this paragraph, the term “Independent Contractor” shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers’ compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor’s status as an independent contractor.

8.2. The County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers’ compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

9. Document Reproduction and Ownership of Original Drawings and Manuscripts

9.1. The Consultant grants to the County an exclusive license to use the Consultant’s Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant’s sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County’s separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. Choice of Law

10.1. The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. Submittal Requirements

11.1. Abbreviated construction management plan including summary of individuals assigned to the project and their qualifications.

11.2. List of sub-consultants and description of duties.

11.3. Signed **Appendix D** – Non Collusion Certification

11.4. Signed **Appendix E** – Solid Waste Certification

11.5. Signed **Appendix F** – Statement on Sexual Harassment

11.6. Signed **Appendix G** – Iran Divestment Act Certification

11.7. Signed **Appendix H** – Prohibition on Purchase of Tropical Hardwoods

11.8. Detailed fee proposal with billable salary schedule, hours worked for each employee, and monthly cash flow estimate.

12. Special Requirements

12.1. The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub-consultants.

13. Selection Process

13.1. The County shall review all proposals received and reserve the right to select proposers for further presentation and interview.

13.2. The following criteria shall be used in the selection process.

13.2.1. Approach to Project:

13.2.2. Understanding of Project scope

13.2.3. Understanding of implied or required activities

13.2.4. Reasonableness of proposed approach

13.2.5. Proposed Work/Services schedule

13.2.6. Experience/Qualifications of Project Personnel and Firm:

13.2.6.1. Previous experience with governmental agencies

13.2.6.2. Previous experience with similar projects

13.2.6.3. Project staff experience with similar projects

13.2.6.4. Project management expertise

13.2.7. Credentials of Firm:

13.2.7.1. Reference/client assessment of previous performances

13.2.7.2. Demonstrated ability to keep projects on schedule

13.2.7.3. Firm's most significant relevant project

13.2.8. Level of Effort:

13.2.8.1. Commitment of assigned personnel to the project

13.2.8.2. Firm's current workload and availability

13.2.9. Fee Proposal

13.3. The County shall prepare the Agreement with the Consultant selected. Any further modifications/amendments to the Agreement shall be negotiated with the County.

13.4. Should the Agreement be unacceptable to the Consultant, the County reserves the right to procure services from another proposer.

14. Responsibility of Consultant

14.1. All responding firms shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected.

Appendix A

STANDARD CONTRACT CLAUSES ADDENDUM

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

1.1. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

2.1. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements.

3.1. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

3.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.1.3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

3.2. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

3.2.1. The Contractor certifies that it and its principals:

3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

3.2.2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

3.3. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.3.1. The Contractor will or will continue to provide a drug-free workplace by:

3.3.1.1. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

3.3.1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

3.3.1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.0), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

3.3.2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3.3.3. Place of Performance (street, address, city, county, state, zip code).

3.4. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.4.1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

4.1. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such

privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

4.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

4.1.3. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

4.2. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.

4.3. The Contractor shall:

4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4.3.4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;

4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

4.3.9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:

4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

4.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

4.4.3. There is a material change in the business practices and procedures of the County.

4.5. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause. In accordance with Section 109 of the General Municipal Law, this 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements. To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. 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 this 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 this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, 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 this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section

239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. 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 of the Labor Law, neither the 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 Articles, 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, the 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 a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

11.1. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

11.2. Privacy Notification. (i) 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 County 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 liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law. This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

14.1. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

14.2. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

16.1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

16.2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit.

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

17.2. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

18.1. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

18.2. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

18.3. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

18.4. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. Prohibition on Tobacco and E-Cigarette use on County Property.

19.1. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

19.1.1. For the purposes of this provision, the “use of tobacco” shall include:

19.1.1.1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

19.1.1.2. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

19.1.2. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

19.2. For the purposes of this provision, “on Oneida County property” shall be defined as:

19.2.1. Upon all real property owned or leased by the County of Oneida; and

19.2.2. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

19.3. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. Compliance with New York State Labor Law § 201-G.

20.1. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

Appendix B

Project Description and Schedule

Project Description

Marcy-SUNY IT Parkway will be raised in elevation between its intersections with Hazard Road and Mulaney Road to flatten the grade of road. Retaining walls will be constructed at various lengths along the reconstructed portions of Marcy-SUNY IT Parkway to allow the road's elevation to be raised while minimizing environmental impact. Reconstruction will include realignment of the Marcy-SUNY IT Parkway and Hazard Road intersection to form a T-intersection. This will allow for additional sight distance for drivers along the road and at the intersections.

Horizontal and vertical alignments of Marcy-SUNY IT Parkway and Hazard Road, will be adjusted creating a perpendicular T-intersection. The existing grades of 10.75% and 11% along Marcy-SUNY IT Parkway will be reduced to 2% and 7% respectively. Because the proposed grades along Marcy-SUNY IT Parkway will raise the road by roughly 40', the horizontal alignment was set with reverse curves to utilize the existing terrain as much as possible and reduce the amount of earth fill. Retaining walls are proposed on both the west and east side of Marcy-SUNY IT Parkway between Hazard Road and Mulaney Road to reduce property and environmental impacts. The steep fill slopes and retaining wall on both sides of Marcy-SUNY IT Parkway will be protected with guiderail. The horizontal alignment of Hazard Road will be revised to perpendicularly tie into the adjusted Marcy-SUNY IT Parkway.

Marcy-SUNY IT Parkway, Hazard Road, and Mulaney Road will all maintain the existing lane configuration – two lane, two way with no turn lanes – but the existing 2' shoulders on Marcy-SUNY IT Parkway and Hazard Road will be increased to 4' paved shoulder to accommodate bicycle traffic. In guiderail locations this shoulder will be increased to 5'. The existing pavement along Marcy-SUNY IT Parkway will be replaced with new, full depth pavement from the begin point (about 1100' south of the existing Marcy-SUNY IT Parkway/Hazard Road intersection) to just south of the Marcy-SUNY IT Parkway/Mulaney Road intersection. At that point, wedging will be used in conjunction with widening for the 4' paved shoulders until the end point which is roughly 275' north of the Marcy-SUNY IT Parkway/Mulaney Road intersection.

Relocation of a 24" water main will be part of this project. The water main is currently located within the highway right-of-way. Additional right-of-way will be acquired and the water main will be relocated outside the footprint of the retaining walls for the new elevated highway segment. Approximately 1,100' of water main will be impacted.

All other utilities will be relocated by their respective owners.

Additional highway right-of-way will be acquired to accommodate highway and utility relocation.

Total construction budget is approximately \$5,800,000.00.

Project Schedule

This will be a two year project with relocation of the water main and other utilities beginning July 5, 2021. Water main work will be substantially complete by August 13, 2021. Reconstruction of the Marcy SUNY-IT Parkway will begin March 7, 2022 and be substantially complete by August 12, 2022. These dates may change if complications delay right-of-way acquisition.

Appendix C

CONSTRUCTION INSPECTOR REQUIREMENTS

The Chief Inspector shall possess NICET Level III or Level IV Certification in Transportation / Highway Construction. In lieu of NICET Certification, proof of equivalent training and/or experience may be considered.

The Chief Inspector, shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to (a) maintain field and office records, (b) to perform complex quantity and engineering computations, (c) read and interpret plans and specifications, and (d) deal with people.

The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping (MURK).

CONSTRUCTION INSPECTION SCOPE OF WORK

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:
 - a. Keep a daily diary and digital photo log of all events pertinent to the progression of the project.
 - b. Verify that materials utilized are as specified in the contract documents.
 - c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
 - d. Document quantities in a manner sufficient to recommend payment for work completed.
 - e. Review and make recommendation of Contractor's requests for payment.
 - f. Keep County Liaison informed of progression of work.
2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.
3. The Consultants Project Manager or Chief Inspector will arrange for and conduct a preconstruction meeting. The Project Manager will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.
4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.
5. The inspector will keep a project specific daily diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered.

Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.

6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.

7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.

8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.

9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.

10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.

11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.

Appendix D

PUBLIC CONTRACT

The following section is an excerpt from the General Municipal Law:

§103-d Statement of non-collusion in bids and proposals to political subdivision of the state.

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services preformed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each Bidder and each person signing on behalf of any Bidder, 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 knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor:

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

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

(b) A bid shall not be consider for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which

sets forth in detail the reasons therefor. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (A).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services preformed or to be performed or good sold or to be sold, where competitive bidding is required by statue, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

(s) _____

Legal name of person, firm or Corporation

By: _____

Title

Dated: _____

SIGN AND RETURN WITH PROPOSAL

Appendix E

**CONTRACTORS RECYCLING
AND SOLID WASTE MANAGEMENT CERTIFICATION FORM
FOR ONEIDA COUNTY CONTRACTS**

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
- (c)

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Name (Printed)

Title

Signature

Date

SIGN AND RETURN WITH PROPOSAL

Appendix F

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Name (Printed)

Title

Signature

Date

SIGN AND RETURN WITH PROPOSAL

Appendix G

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to New York State Finance Law § 165-a and New York General Municipal Law § 103-g the Office of General Services (OGS) is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List") as defined in that Act.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder or Contractor, or any person signing on behalf of any Bidder or Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, Bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder or Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder or Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

Name (Print)

Title

Signature

Date

SIGN AND RETURN WITH PROPOSAL

Appendix H

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Pursuant to State Finance Law Section 165(2)(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement.

Any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

Certification of the Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County

Name (Print)

Title

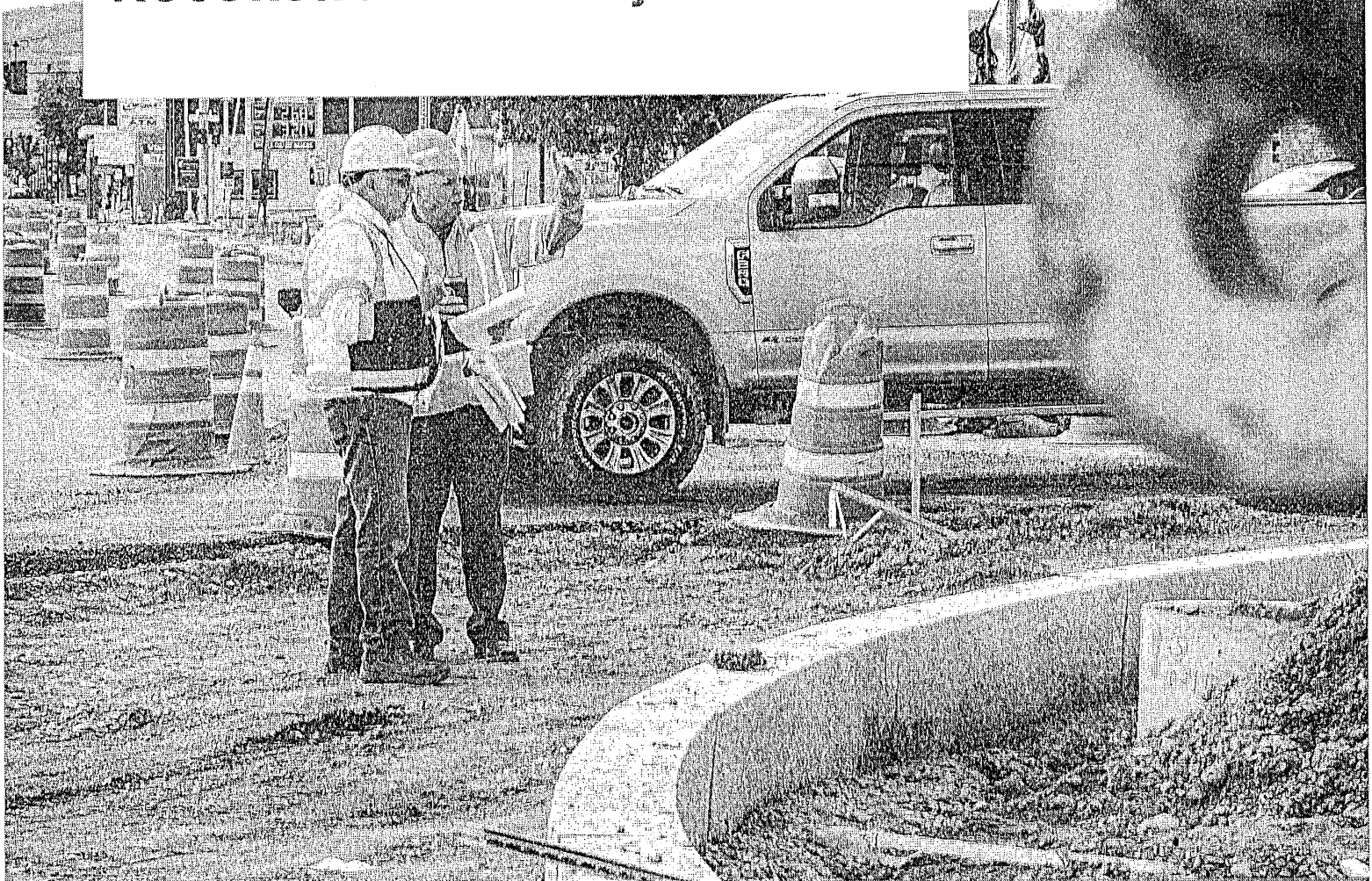
Signature

Date

SIGN AND RETURN WITH PROPOSAL

CONSTRUCTION INSPECTION SERVICES

Marcy SUNY-IT Parkway Reconstruction Project



Mark E. Laramie, P.E.
Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424
mlaramie@ocgov.net

March 2, 2021
2:00 PM

Emily Smith, P.E. | Vice President / Director of Transportation
120 E. Washington Street, Suite 200 | Syracuse, New York 13202
315.422.4822 | esmith@fisherassoc.com

FISHER 
ASSOCIATES

Oneida County

Department of Public Works

Division of Engineering

Construction Inspection Services

Marcy SUNY-IT Parkway Reconstruction Project

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Construction Management Plan

Comprehensive project documentation during construction is critical for you as an owner, as it ensures that your project is built in accordance with the applicable plans and specifications and, therefore, will provide the service life it was designed to achieve. With limited funding sources, you need to ensure your money is spent wisely. In addition, this documentation serves as your record of the infrastructure you have constructed for future reference when other projects occur in this area. Accurate documentation of your infrastructure minimizes delays and additional costs on future projects due to uncertainties resulting from vague or inaccurate as-built documentation.

Fisher Associates, P.E., L.S., L.A., D.P.C. (Fisher) prides itself on providing comprehensive construction documentation. Our documents are prepared with the level of detail that is needed to support that the project was built as designed. When deviations in the design are necessary, due to factors such as unforeseen field issues, such changes are properly documented and noted in the inspection reports as well as on the record drawings. Ensuring you have the right inspection team with the right mindset and attention to detail is the first step to ensuring a successful inspection of your project. Fisher understands the importance of comprehensive construction documentation. We hold our inspection team to high standards and monitor their reports throughout the duration of construction to ensure the appropriate level of detail and supporting information is provided.

Approach to the Project and Understanding of Project Scope

Fisher will be performing construction inspections services for the Marcy SUNY IT Parkway where there will be a significant profile change made between the Hazard Road and Mulaney Road intersections. Retaining walls will be constructed to reduce the footprint of the embankment and reduce impacts to adjacent wetlands. There will be a realignment of the Parkway/Hazard Road intersection to make a T-intersection and greatly improve sight distances. Because the Parkway will be raised approximately 40 feet and retaining walls constructed, a 24-inch diameter water main will be replaced so that it will be accessible once the road construction is completed. About 1,100 feet of new 24-inch water main will be installed during the first season of construction, outside the limits of the retaining walls and embankment work, and within right of way the County is in the process of acquiring.

The Parkway will retain the two-lane configuration within the project limits and shoulders will be widened from 2 ft to 4 ft paved shoulders to accommodate bicycle traffic. Where guiderail will be placed, the shoulders will be widened to 5 ft. Project limits are 1,100 feet south of the Parkway/Hazard Road intersection and proceed along the Parkway to roughly 275 feet north of the Parkway/Mulaney Road intersection.

We understand that construction inconveniences are a concern. Residents and businesses want to ensure their access is maintained. The public wants to know what to expect when to expect it, and how long will it last, and our inspection team is the team to facilitate communication of all relevant construction information. We take our responsibility as the County's on-site agent very seriously, and it is our duty to represent the County courteously and professionally. At the kick-off meeting with the County, we will ascertain the appropriate chain of communication and methods to be used to convey construction-related information to the residents, businesses, transit providers and emergency responders within the corridor.

Our inspection team will ensure that every interaction they have is conducted with the goal of listening to understand the concern and conveying information in a clear and concise manner. Our team includes two critical members: **Project Manager, Al Cowen, P.E.;** **Chief Inspector, Joe Cacoza.** Our proposed **Chief Inspector, Joe Cacoza,** is skilled at inspecting highway reconstruction like this project, and understands the associated nuances. In addition, as a County resident, he has firsthand knowledge and experience of trying to navigate through County construction work zones and the challenges this presents to motorists, which facilitates his ability to communicate with and understand those impacted by construction effectively. He will represent you in the field and will be accountable for all the construction components, including required recordkeeping and estimating using Appia project management software.

With our proposed team, the County will be provided with comprehensive construction documentation; routine status updates on the project from our Project Manager and assistance to the Chief Inspector as needed; as well as review of daily reports, change orders, and pay applications; an experienced Chief Inspector who has the ability to effectively communicate with the public and extensive knowledge of the County's standards to ensure the project is properly constructed; QA/QC oversight from our Construction Inspection Manager. With our team, we guarantee that the construction of your Marcy SUNY-IT Parkway Reconstruction Project will be a success.

Understanding of implied or required activities

The inspection services include providing a level NICET III or IV certified Chief Inspector. In lieu of NICET Certification, the County may consider an individual with equivalent training and/or experience. The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation (NYSDOT) Standard Specifications, Construction and Materials Manual and the NYSDOT Manual for Uniform Record Keeping (MURK).

The Chief Inspector will keep a daily diary and digital photo log of all events pertinent to the progression of the project. Fisher will provide Appia construction software for use in the administration of this inspection project. The Chief Inspector will verify that materials utilized are as specified in the contract documents. He will assure the project is built to the lines, grades and in accordance with the approved plans and specifications. Quantities will be documented in a manner sufficient to recommend payment for the work completed. The Chief Inspector will create payment applications and make recommendations for Contractor payments. He will also keep the County Liaison informed of the progression of work and especially aware of any issues that may arise.

Fisher's Project Manager will arrange for and conduct a preconstruction meeting and prepare and distribute meeting notes. Lochner, the project designer, will be responsible for reviewing and approving all shop drawings. The Chief Inspector will keep a project specific daily diary. The diary will describe the progress of the work, size of the work force, equipment used, weather conditions, and any specific problems encountered. The Chief Inspector will take measurements, obtain copies of delivery tickets, and record all pertinent information necessary to verify and recommend Contractor payments. Appia will be made available to the County Liaison who will have access to the daily diaries, quantities used, photos, etc. whenever logged in to Appia.

We understand Oneida County will be contracting a third party for materials testing. Fisher will be responsible for assisting the County with developing a RFP to secure a material testing firm and will coordinate onsite materials testing. The Contractor will be required to complete all

water main related pressure testing and any other required tests as required by the Mohawk Valley Water Authority. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The Chief Inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.

The Chief Inspector will monitor construction activities and inform the County of the project's progression. The Chief Inspector will make recommendations to the County for any minor changes requested by the Contractor. He will confer with Lochner regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.

The Chief Inspector will maintain a set of record drawings during construction. Upon project completion the marked-up record drawings will be forwarded to the County who will coordinate the finalization of the drawings with Lochner. The Chief Inspector will develop a punch list upon substantial completion of the project. He will coordinate a meeting between the Contractor and the County to review the punch list.

Project Manager. Our Project Manager, Al Cowen, PE, will be responsible for overall management of the project including monitoring the project budget and schedule, reporting any issues to the County's Project Manager that may result in project delays, preparing project invoices, attending field meetings, assisting the Chief Inspector in issue resolution of identified field issues, ensuring that the Chief Inspector has all the essential resources he needs and conforms to our safety protocols, and providing quality control for the Chief Inspector's project reports, change orders, and pay applications.

Chief Inspector Our Chief Inspector, Joe Cacoza (NICET IV equivalent), will perform all technical inspection duties associated with the project. His office responsibilities will include keeping accurate and detailed records of construction observation activities. This includes ensuring daily reports are completed for each day of construction, and all necessary supporting documents, such as materials certs, photos, etc. are attached to the daily reports. If the contractor does not work on a specific day for any reason, a report will be prepared to document this. He will also be responsible for preparing change orders and contractor pay applications and coordinating with the contractor regarding schedule, as well as coordinating with the contractor when testing services are needed.

His field responsibilities will include performing construction observation services and preparing the associated construction reports. Additional details of Joe's responsibilities include:

- A) **Observation of Work:** As Chief Inspector, Joe, will be responsible for being out on the construction site observing construction activities completed by the contractor. Ample photographs will be taken to accompany the daily reports prepared and depict the work performed each day. Work completed will be compared against the contract plans and specifications to ensure consistency with the approved project documents and County standards. Measurements will be taken accordingly to confirm quantities of excavations and materials placed. Material certifications will be collected as required for designated materials. Observation activities will also include observing the work zone set up daily to ensure consistency with the contract plans and specifications. When work cannot be completed in accordance with the plans for any reason, discussions with the contractor

and County Project Manager will occur to ascertain the reasons and determine the course of action to take. Any deviations from the plans will be documented and shown on the record drawings.

B) Quality assurance & control: Quality assurance and quality control throughout the duration of construction is essential to ensure that the appropriate documentation is being prepared along the way so that at the end of the project, there is no missing or vague information which is difficult to obtain or verify after construction is complete. In addition, performing QA/QC of the construction site itself ensures a safe work zone for the contractor and the traveling public. The following QA/QC activities will be completed for this project:

- o Observation of the work zone set up daily to ensure consistency with the contract plans and specifications.
- o Review of the Chief Inspector's daily reports by the Project Manager.
- o Review of change orders and pay applications, prepared by the Chief Inspector, by the Project Manager.
- o Routine visits to the construction site by our Project Manager to observe general safety of the site including but not limited to proper use of personal protective equipment, clear delineation of work zones, and visibility of construction signage. Any issues noted will be communicated to our Chief Inspector for immediate resolution.

C) Submission of daily construction reports & photographs: The Chief Inspector will prepare daily inspection reports ensuring that the proper level of detail is included to clearly explain the operations observed. He will ensure that the proper items and quantities are recorded, and all required material certifications are attached to the report. Photographs will be taken to accompany the daily reports and visually depict the work completed. All photos will be cataloged with the date they were taken. Any measurements taken will be documented in the daily reports and if additional quantities result for a specific item, it will be noted along with the rationale for the additional amount. If the additional amount is not justified, this will also be noted and discussed with the contractor. The County's Project Manager will be kept informed of quantity overruns that may result in a change order. In addition, should any unforeseen conditions arise that necessitate adding or deleting items from the contract, the County's Project Manager will be informed. At no time will the County's Project Manager be surprised regarding the need for a change order as they will be kept in the loop throughout the duration of construction.

Appia software will be used to house all construction documents. Appia will be used to prepare daily reports with all supporting documents (i.e., material certs, photos, etc.), change orders, and pay applications. Construction progress meeting minutes and all other construction documents will be kept in Appia as well, allowing all documents to be viewed by the County's and Fisher's Project Managers at any time.

D) Review of contractor invoices and change orders: Our Chief Inspector will prepare any necessary change orders in Appia based on the documented quantities input from the daily reports and submit change orders to the contractor for initial review and concurrence with the quantities. Any quantity disputes will be discussed and resolved with the contractor, including the County Project Manager and Fisher's Project Manager,

as necessary. Upon agreement of the quantities, the change order will be signed by the Chief Inspector and submitted to Fisher's Project Manager for review and signature. Subsequently, it will be forwarded to the County's Project Manager for review, signature, and processing for payment. The final executed change order will be filed within Appia and incorporated into the next pay application.

Contractor pay applications will follow a similar procedure, with our Chief Inspector generating the pay application from Appia based on the quantities input into the system. The pay application will be sent to the contractor for review and concurrence. Again, any quantity disputes will be resolved, involving the County's and Fisher's Project Managers, as necessary. Upon receiving concurrence on the quantities from the contractor, our Chief Inspector will sign the pay application and forward it to Fisher's Project Manager for review and signature. Subsequently, the pay application with a County Payment Voucher will be forwarded to the County's Project Manager for review, signature, and processing for payment. Executed pay applications will be filed within Appia as part of the project records.

- E) Coordination between the contractor, facility representatives, utility agencies, the public and the County Project Manager:** At the construction kick-off meeting, a schedule for routine construction progress meetings will be established. Our Chief Inspector will be responsible for sending a recurring meeting appointment for those meetings to the County's Project Manager, the contractor's superintendent, and Fisher's Project Manager for the duration of construction. A standard agenda will be prepared for the progress meetings to report the progress of construction consistently. Additional parties such as utilities, emergency responders, etc. will be invited to the meetings as deemed necessary. All parties will receive copies of the meeting minutes within 1 week of the meeting and they will be filed within Appia as part of the project records. Action items will be identified in the meeting minutes along with who is responsible and the timeframe for completing each action item. Follow up on the status of previously identified action items will be a standard agenda item that is discussed at each progress meeting to ensure all issues are properly addressed and closed out to the County's satisfaction.

One of the first items to confirm by our Chief Inspector at the onset of construction is what utility work is required to be completed as part of the project. A separate coordination meeting with the inspection team, utility owners, the contractor and the County's and Fisher's Project Managers will be scheduled at the project onset to discuss the work to be done and how it fits with the contractor's proposed schedule. Adjustments to the contractor's scheduling and sequencing of work will be made, if necessary, to promote the most efficient and cost-effective sequencing that accommodates the essential utility work.

Additional coordination meetings, outside the routine progress meetings, will be scheduled on an as-needed basis to resolve unforeseen issues or address contractor questions on the plans and specifications.

At the project kick-off meeting, the protocol for communicating with the public will be discussed and established. A list of information that should be distributed to the residents and businesses along the corridor will be developed along with the timeframe for distributing it and who will be responsible for the distribution. The need or desire for

construction newsletters will also be discussed, and if they are determined to be needed, the frequency of distribution along with the information to be conveyed will be established. All questions received from the public will be directed to the Chief Inspector who will then respond in accordance with the communication protocol established for the project.

Finally, as a service that we consider value-added, Fisher's Construction Inspection Manager, Brent Rauber, will be assigned to your project as our in-house resource for our inspection staff. He will be on-hand to assure that any short-term needs for additional inspection staff are met, whether due to an illness or a special need in the field. He will perform regular quality reviews of field record-keeping documentation as a further check to assure that all project requirements are met.

Proposed Work/Services schedule

We understand the water main work will be undertaken first with the anticipated work completed between July 5, 2021 and August 13, 2021. Based on AI's involvement with the project during the preliminary design phases, we understand the importance of completing the water main work on schedule. The County has made a commitment to the Design Builder and Cree officials to insure there is adequate and redundant water supply to the new \$1B world's largest silicon carbide fabricator currently under construction along the Parkway. It is our understanding the remainder of the project will be completed during 2022, with an anticipated start date of March 7, 2022 and substantial completion by August 12, 2022.

Experience of Project Personnel and Firm

Fisher provides you with experienced, quality staff and excellent service. We have an experienced inspector that you can trust; an inspector that is a County resident who is invested in the improvements being made to the community.

AI Cowen, P.E. will serve as the Project Manager for the Construction Inspection phase of the Marcy SUNY-IT Parkway project. AI joined Fisher Associates on December 1, 2020 after spending the previous 16 years with Lochner Engineering in Utica. AI has served as a Project Manager on Oneida County projects dating back to 1998, when he oversaw inspection services for the reconstruction of College Hill Road adjacent the campus of Hamilton College. He has served as Project Manager on numerous Oneida County design and construction inspection projects over his career. He has served as the Project Manager for construction inspection projects for other governmental agencies including Herkimer, Rockland and Dutchess County, New York State Department of Transportation, New York State Thruway Authority, as well as for many cities and towns through central New York and the Hudson Valley.

AI has served as the Project Manager for numerous similar inspection projects for Oneida County. Projects include \$1.2M Middle Settlement Road, Oneida County Office Building Parking Lot Expansion, \$0.8M Clinton Street Reconstruction, \$3.1M Trenton Road Rehabilitation, \$0.9M College Hill Road Reconstruction and over a half dozen inspection term agreements for inspection of highway and bridge projects throughout the county. He served as the Project Manager for the inspection phase of the reconstruction of Floyd Avenue in the City of Rome, \$1.1M Chenango Road Reconstruction, \$7.4M Utica Memorial Parkway Reconstruction and the \$2.4M Herkimer Road Reconstruction for the City of Utica, and the \$3.1M North Ann Street Reconstruction in Little Falls. Many of these projects involved utility relocations, watermain installations, drainage improvements, maintenance and protection of traffic, retaining wall

construction, and full depth pavement reconstruction. All which are components of this Parkway project.

Al was Lochner's Project Manager for the design phase of this Parkway project prior to Lochner deciding to close their New York offices. He was also the Project Manager for this project for the scoping phase for Mohawk Valley Edge and worked with Oneida County to develop the preferred alternative. Al led a public presentation for this project at a Town of Marcy Board Meeting to introduce the project to the board members and residents who were in attendance. He is very familiar with the Parkway project. He has also managed a half dozen design/inspection projects for SUNY-IT, an adjoining property owner and stakeholder in this project. As a result, he has a great working relationship with the SUNY-IT Facilities staff.

Joe Cacozza will serve as the Chief Inspector. Joe has over fifty years' experience in the civil engineering practice and has spent decades serving as a Chief Inspector or Engineer in Charge with most of his project assignments situated in the Utica area.

Most of the assignments that Joe has inspected since April of 2015 have been related to the development of Parkway site for the future Nano Center that Cree is now building. He served as the Senior Inspector or Resident Engineer for many of these projects that were funded by Mohawk Valley Edge. Joe has inspected all the operations that will be required for the Parkway project in the immediate area of the project continuously over the last six years.

He has inspected many projects with considerable earthwork, utility work, watermain installations, drainage features, retaining wall construction, and especially asphalt paving. He served as the Engineer in Charge for the initial phase of the \$7M Parkway construction immediately to the south of this project. He was also responsible for inspecting the installation of the 24-inch water main along the Parkway that will now need to be replaced due to the profile improvements. He is currently working for a contractor and responsible for QA/QC for a \$9M utility project subcontract for the Cree facility construction. He anticipates being available in early June and looks forward to the opportunity to inspect the Parkway project and continue working in the area.

Al's and Joe's resumes follows this section.

M/W/DBE Statement

As a former DBE/MBE/WBE firm, we understand how a small company depends on numerous opportunities to grow by functioning as a sub-consultant to a larger firm. Fisher was very fortunate to have been included on many projects and benefited from the affirmative action program. As this project only requires one field inspector and the Contractor will be required to hire an independent material testing firm, there is limited opportunity for us to bring a DBE/MBE/WBE firm onboard.

Previous Experience and Credentials of Firm

“By living our clientship principles and core values, we create powerful client experiences.”

This is our mission and it serves as the foundation of our approach to every project we undertake. We achieve this by ensuring we thoroughly understand your goals and that our team is accessible, responsive, follows through, and keeps you informed throughout the project duration. As your advocate, we work collaboratively with you, listening to your needs and concerns, and putting our expertise to work for you. We own the experience our clients have



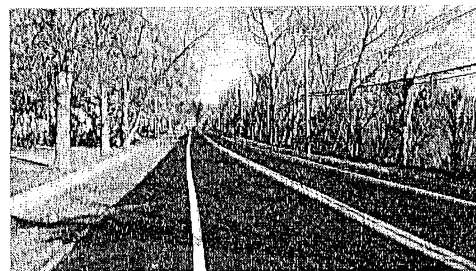
with us, and we are committed to ensuring that your experience exceeds your expectations.

As your representative in the area, you can be confident we will professionally represent you as construction progresses. For over 20 years, Mr. Cowen has been responsible for managing inspection projects for Oneida County. We are proposing a great inspection staff, with people who are familiar with the area and the project's administrative processes. Here is what we bring to the table:

- **Staff, Staff, Staff!** You want experienced staff that you can entrust with your projects. We have that staff for you. This team knows how to get the job done and done right.
- **Availability!** We understand your schedule and the workload commitment needed to complete this project. We can commit the necessary resources to this project!
- You want a firm that is dedicated to your projects and that understands your processes and standards. **When decisions are needed, you expect a knowledgeable staff that can communicate well with County staff and make professional recommendations.** Joe Cacoza will excel at this objective.
- **Sensitivity to the needs of your constituents is paramount.** You need an inspection staff that appreciates neighborhood concerns and communicates with the residents and business owners on a day-to-day basis. Our staff has proven again and again that we can handle difficult contractors, difficult residents, and difficult construction conflicts and resolve them to your complete satisfaction.
- We have a long history of working with municipalities, the public, and look forward to developing a relationship with Oneida County.
- **Safety** for the public and project workers, as specifically demonstrated by our staff's ATSSA, OSHA 10-hour, and ACI certifications.
- **Flexibility and responsiveness:** With Fisher Associates, you have a consultant partner who follows through and keeps in touch with you, even on a daily basis if needed.
- **Quality:** A product that is built within the intent of the plans and specifications, with quality assurance provided by ACI and asphalt certified, NICET inspectors.

Below are projects, similar in scope to your project, for which the Fisher Team has provided Construction Inspection services.

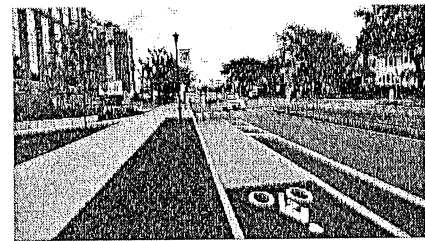
Middle Settlement Road Reconstruction, Oneida County DPW, NY: Mr. Cowen, in previous employment, served as the Project Manager for the construction inspection phase for the Middle Settlement Road Reconstruction from just south of Liberty Avenue in the Town of New Hartford to the intersection with Clark Mills Road in the Town of Whitestown. This \$1.2M project included milling and overlaying 3,300 feet of roadway and full-depth asphalt paving for the other 900 feet, full depth, and widened shoulders, signing, striping and stormwater management. Drainage improvements were made along with concrete sidewalk and ADA sidewalk ramps. The Construction was inspected by a Resident Engineer and an inspector. Mr. Cowen managed the inspection staff and was responsible for overseeing material acceptance, shop drawing reviews, construction administration, and coordination with



a subcontractor for materials testing and several utility companies. (Reference: Mark Laramie, P.E., 315.793.6236, 2009-2015)

Houck Road Bridge over Sconondoa Creek Bridge Replacement, Oneida County DPW, NY: Mr. Cowen, in previous employment, was the Project Manager for the construction inspection phase for the \$0.5M replacement of the Houck Road Bridge over Sconondoa Creek. Responsibilities included recruiting inspection staff, coordinating the project progression with the Chief Inspector, Contractor, County, and design consultant. Houck Road was closed during construction and an offsite detour was utilized to allow the contractor to complete this project in one season. Appia software was utilized for all inspector daily reports, quantity usage, photographs, change orders, and payment applications and records were provided to the County at project completion. (Reference: Mark Laramie, P.E., 315.793.6236, 2017)

Crittenden Boulevard, \$800K, Rochester, NY: Fisher provided design and construction inspection services for this \$800K project that included milling and resurfacing 1-1/2" of existing pavement along Crittenden Boulevard adjacent to Strong Memorial Hospital. The project also included spot base repair, spot curb repair, sidewalk repair inclusive of installation of American with Disabilities Act compliant ramps as well as equipping existing ramps with ADA tactile warning devices, adjustment of sewer and water castings along with repairing catch basins, and replacement of traffic loops and pavement markings.

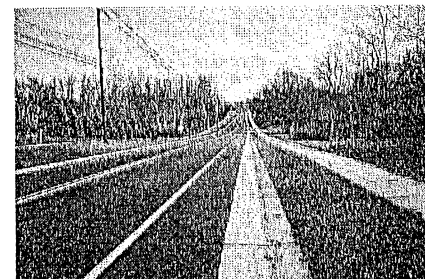


Fisher was responsible for project base-mapping, preliminary design, final design, and construction phase services. Coordination of this project included balancing the construction phase schedule with operations at the University of Rochester and Strong Memorial Hospital. The project area impacted both pedestrian and vehicular service to both institutions, so weekly communication was necessary to ensure safe access was always maintained.

The project results included a "Complete Streets" corridor that provides for an efficient flow of motor vehicular traffic and safely accommodates large volumes of pedestrian and bicycle traffic. These improvements support the recent mixed-use redevelopment of this area as University of Rochester's Collegetown. (Reference: Frank Bonn, County Engineer, 585.428.8257, 2015-2016)

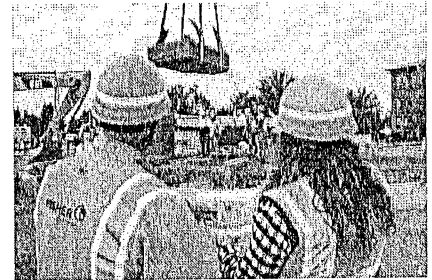
Whitney Road Improvement Project, \$6.5M, Monroe County, NY: Whitney Road, an Urban Minor Arterial in the Town of Perinton, consisted of two 10-foot travel lanes with 1 to 2-foot shoulders. The goal of this project was to extend the service life of the pavement structure between Turk Hill Road and Howell Road, ensure a comprehensive drainage system was incorporated, and widen the shoulder to improve safety.

The design for this project included milling and resurfacing the existing travel lanes and constructing new shoulders with concrete gutters along one segment of the roadway and a curbed section with new closed drainage along the remaining roadway segment. The design maintained the 10-foot travel wide lanes in both segments but provided 4-foot shoulders within the 3-foot gutter section and 6-foot-wide shoulders within the curbed section. A new concrete sidewalk was constructed on the south side of Whitney Road from



Amsterdam Drive to Howell Road where sidewalks did not previously exist, and the existing sidewalk from Watson Road to Lanaray Park on the north side of the road was replaced with new ADA compliant 5-foot-wide concrete sidewalk. This project also included full-depth reconstruction for vertical curve improvements at spot locations throughout the corridor. This project was named the 2019 APWA Public Works Project of the Year. (Reference: Tom Polech, PE, CPESC, CPSWQ, P.E., Monroe County Dept. of Transportation, 585.753.7747, 2016 – 2019)

North Main Street Cultural Connector Reconstruction, \$4.6M, Elmira, NY: This project includes the reconstruction of a 5-legged intersection in the County of Elmira with a modern roundabout. Project elements include environmental screening, work within a commercial corridor, pavement evaluation and design, utility coordination, extensive public outreach, signing, and pavement marking design, signal design, and ADA compliance. We also added sanitary and storm sewers, lightning, and significant aesthetic enhancements. Fisher is responsible for project basemapping, preliminary design, final design, and construction phase services. The project corridor is located within a heavily developed commercial corridor. The existing 5-legged intersection has a wide expanse of pavement with poor travel lane and pedestrian crossing delineation. Fisher Associates developed a roundabout design to improve the operational characteristics of the intersection and accommodate the large trucks (WB-60s) that service the neighboring manufacturing and retail properties.



The existing pavement along the corridor was in fair to poor condition. By utilizing a traditional pavement boring program, we were able to ascertain existing subsurface conditions and design a pavement structure to support the County's desired service life. In addition, the sidewalk throughout the corridor is substandard regarding ADA guidelines. We performed a field assessment to identify if any sidewalks were in good condition and could remain in place. We then incorporated the results of this study into our project design to ensure the final pedestrian facilities provide safe continuous passage for pedestrians and meet ADA standards.

Because of the significant geometric and operational changes associated with replacing the existing 5-legged intersection with a modern roundabout, an extensive public outreach program was conducted by Fisher Associates in collaboration with the County of Elmira. This program included public informational meetings, business focus group meetings, and one-on-one property owner meetings. The program was successful in ensuring that adjacent business operations were not adversely impacted, and that the public understood the safety improvements that would be realized with the roundabout, thereby resulting in public support.

Fisher Associates provided the Chief Inspector, NICET IV, office engineer, NICET IV, and two additional field inspectors, NICET IV and NICET II for this two-season multiple discipline project. This project was located in a high volume commercial area in the County of Elmira business district. Our inspection team coordinated extensively with the business in order to maintain access to deliveries and etc. During the construction season. (Reference: Andrew Avery, P.E., Commissioner of Public Works Chemung County, 607.739.3896, 2016-2020)

Level of Effort

Fisher does not have a lot of projects in construction in Central NY and can dedicate staff to ensuring the success of this project. Our proposed personnel are available and excited to work

on this project. Project Manager Al Cowen, P.E. was Lochner's Project Manager for the design phase of this Parkway project prior to Lochner deciding to close their New York offices. He has a vested interest in the success of this project. Senior Inspector Joe Cacoza anticipates being available in early June and looks forward to the opportunity to inspect the Parkway project and continue working in the area.

Fee Proposal

Please see the spreadsheet following this section.

Technical Assumptions

1. Project Manager and Chief Inspector will prepare for and attend a preconstruction meeting.
2. Chief Inspector will begin work one week prior to field construction startup to become familiar with the project and complete file/office setup.
3. Contractor will begin field work on July 5, 2021.
4. Contractor will substantially complete water main work August 13, 2021.
5. Contractor will work one more week and then shut down for remainder of season on August 20, 2021.
6. Contractor will return to field work March 7, 2022.
7. Contractor will substantially complete the project August 12, 2022.
8. Field work will continue until 100% complete on August 26, 2022.
9. Inspection closeout, finalize change order(s) if required, deliver final Appia records by September 30, 2022. Assume 24 hrs. time for Chief Inspector and 8 hrs. for Project Manager between August 26 and September 30, 2022.
10. Contractor will work 20 hrs. overtime in July 2021 and 10 hrs. overtime in August 2021.
11. Contractor will work 10 hrs. overtime in April 2022, and 20 hrs. overtime May through July 2022.

Allen Cowen, P.E.

Senior Transportation Manager

Years of Experience:

35

Education:

BS in Civil & Environmental Engineering, Clarkson University 1985

AS in Engineering Science, Mohawk Valley Community College 1983

AAS in Surveying, Paul Smith's College 1979

Professional Registration:

Professional Engineer: NY #067050

Affiliations:

- New York State Association of Transportation Engineers (NYSATE)
- New York State County Highway Superintendents Association, Inc. (NYSCHSA)
- American Council of Engineering Companies of New York (ACEC)

Certifications:

- FHWA-NHI Intersection Safety Workshop, July 2014
- OSHA 10-hour Construction Safety Training Program, February 2013, and February 2002
- Meeting the Updated Standards of the MUTCED-Traffic Signs Upgrade & Maintenance Program, January 2009
- Hot-in-Place Asphalt Recycling, January 2009
- Design & Construction Claims, June 2007
- Pavement Maintenance Techniques, January 2007
- Bridge Construction Quality Assurance, October 2006
- Automating Estimation Through Awards & Construction, February 2005
- Subsurface Investigation & Geotechnical Evaluation, November 2004
- Stormwater Runoff from Construction Activities, November 2004
- Geosynthetic Applications for Subgrade Improvement & Base Reinforcement, August 2004
- Performance Appraisals, May 2004
- Construction Litigation, August 2003

Allen Cowen has served as a Project Manager and Project Engineer on many diverse transportation projects. His expertise includes preliminary and final highway design and construction management of highway, bridge, canal, and civil related projects. Al has served in key roles on numerous New York State DOT and locally administered federal aid projects throughout the state. He has served as the Project Manager on over 125 construction projects with a total construction value of over \$150M. His responsibilities have included coordinating design and construction inspection projects with clients and subconsultants, developing project scopes, negotiating contract hours, preparing agreements, and scheduling project personnel. He has been the primary author of several design approval documents and is well versed in the preparation of final contract documents and construction management plans.

Project Experience (selected projects from previous employment)

Middle Settlement Road Reconstruction, Phase II; Town of New Hartford, Oneida County, NY: Al was the Project Manager for reconstruction of 0.65 miles of Middle Settlement Road from NYS Route 5 to Clinton Street. Project included an in-depth pavement evaluation which showed pavement reconstruction as the preferred option. Preliminary design included traffic analyses and environmental studies. Project required right-of-way acquisition. The project will provide curb, sidewalk, and closed drainage along Middle Settlement Road. Responsible for oversight of alternative development, design report preparation, and final design.

Houck Road Bridge over Sconodda Creek Bridge Replacement, Oneida County, NY: Al was the Project Manager for the construction inspection phase for this \$0.5M bridge replacement. Responsibilities included recruiting inspection staff, coordinating the project progression with the Chief Inspector, Contractor, County, and design consultant. Houck Road was closed during construction and an offsite detour was utilized to allow the contractor to complete this project in one season. Appia software was utilized for all inspector daily reports, quantity usage, photographs, change orders, and payment applications and records were provided to the County at project completion.

Oneida County Office Building-Parking Lot Expansion; Utica, Oneida County, NY: Al was the Project Manager for the construction phase and responsible for overseeing construction inspection services associated with the Parking Lot Expansion at the County Office Building. This project was constructed over two construction seasons and the work was phased to reduce impacts for parking for County employees and visitors.

2010 Construction Inspection Services for Oneida County; Oneida County, NY: Al was the Project Manager for term agreement to provide inspection services for bridge and culvert replacement projects throughout the County. Assignments included the rehabilitation of Mapledale Road Bridge over Tiondara Creek, the replacement of Butternut Road Bridge over Six Mile Creek and the slip lining of Walker Road Culvert C3-92. He was responsible for scheduling personnel, administering the contracts including contractor payment applications and change order development, and ensuring the projects were completed in conformance with the contract plans and specifications.

2009 Construction Inspection Services for Oneida County; Oneida County, NY: Al was the Project Manager for term agreement to provide inspection services for bridge and culvert replacement projects throughout the County. Assignments included two culvert replacements located along Jug Point Road in the Town of Verona, replacement of the Point Rock Bridge in the Town of Lee, Bear Creek Bridge replacement in the Town of Forestport, culvert replacement along North Steuben Road in the Town of Steuben, Powell Road Bridge replacement in the Town of Trenton, Fox Road culvert replacement in the Town of Marcy, Sheehan Road bridge deck rehabilitation in the Town of Annsville, and the Coleman Mills culvert replacement in the Town of Rome. Al was responsible for scheduling personnel, administering the contracts including contractor payment applications and change order development, and ensuring the projects were completed in conformance with the contract plans and specifications.

Joseph Cacozza
Construction Inspector – NICET IV

Years of Experience

53 1/2

Education

AAS, Civil Technology, Mohawk Valley Community College, 1971

Joe is a former employee of the New York State Department of Transportation (NYSDOT) with thirty-six years of NYSDOT project experience. In this capacity, Joe provided service as a Construction Inspector and as an Engineer-In-Charge for broad range of project assignments, with cost of construction values of up to millions of dollars. Joe is highly experienced and has a well-developed expertise in proper inspection and construction methods for all phases of earthwork (including slurry walls), all forms of drainage, sanitary sewers, water mains, signs, signals, guide rail, concrete pavement, bridges, and asphalt pavement. He has also had substantial field survey experience in support of construction and design projects.

Project Experience (selected projects from previous employment)

JBS Dirt. \$9M (Cree Site work). Joe is the QA/QC inspector for this utility project. Work included inspection and overseeing placement of 175,000 CY of select fill embankment, installation of about 5,000+/- LF of various size culvert pipes with 76 catch basins, 3,000+/- LF of various size sanitary pipes with 15 sanitary manholes including pressure testing of both. Installation of approximately 9,000+/- LF of various size water main, fire protection, PIV's, hydrants, 2 water service buildings with various types and sizes of valves, PRV's, etc. Pressure testing, chlorination, flushing, etc. of the entire system. Inspection and overseeing the construction and paving of assorted roadways and parking lots. Inspection of approximately 450 feet of 25 ft high pre-cast concrete retaining walls. (JBS Dirt, 2020 to 2021)

Mohawk Valley Edge. \$7.045M. Joe worked as the Resident Engineer and Sr. Construction Inspector for Phase I of the Marcy SUNY-IT Parkway project, which was for a new 1-mile, 4 lane road, 2 roundabouts, a 1-mile shared path, and 6500' of new sanitary sewer line. He acted as EIC, construction inspector, office engineer, and had another construction inspector working under him. (Bergmann Associates, 2011 to 2012)

NYSTA, Safety Improvement Project, D213753, TAS 08-05. \$2.3M. Joe was the Thruway Project Engineer (TPE). Work included new guide rail, stone block paving, slope flattening, culvert extensions, and removal of an existing and building a new emergency U-turn. His duties also required Joe to be an inspector on all phases of this project, as well as the office engineer. (Popli Design Group, 2008 to 2009)

NYSTA, TAS 07-28, D213694 between Little Falls – Herkimer, MP 210.00 – MP 220.00. \$7.4M. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, earthwork, guide rail, milling and inlay, and pavement markings. (Barton and Loguidice, 2008)

NYSTA TAS 06-42, D213631 between Herkimer – Utica, MP 220.00 – MP 233.50 and \$6.8 million Thruway Project, TAS 06-38, D213584, between Utica – Westmoreland, MP 233.50 – MP 240.90. \$8.5M. Senior Inspector. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, guide rail, milling and inlay, and pavement markings. (Prudent Engineering, LLP, 2007)

NYSTA TAS 06-42, D213631 between Herkimer – Utica, MP 220.00 – MP 233.50. \$8.5M. Senior Inspector. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, guide rail, milling and inlay, concrete pavement, and pavement markings. (Prudent Engineering, LLP 2006)

Appendix D

PUBLIC CONTRACT

The following section is an excerpt from the General Municipal Law:

§103-d Statement of non-collusion in bids and proposals to political subdivision of the state.

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services preformed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each Bidder and each person signing on behalf of any Bidder, 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 knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor:

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

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

(b) A bid shall not be consider for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which

sets forth in detail the reasons therefor. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (A).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services preformed or to be performed or good sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

(s) Fisher Associates, P.E., L.S., L.A., D.P.C

Legal name of person, firm or Corporation
Emily M. Smith, P.E.
By: Vice President *Emily M. Smith*
Title

Dated: March 1, 2021

SIGN AND RETURN WITH PROPOSAL

Appendix E

**CONTRACTORS RECYCLING
AND SOLID WASTE MANAGEMENT CERTIFICATION FORM
FOR ONEIDA COUNTY CONTRACTS**

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

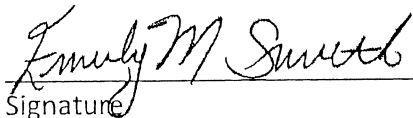
- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
- (c)

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Emily M. Smith, P.E.

Name (Printed)



Signature

Vice President

Title

March 1, 2021

Date

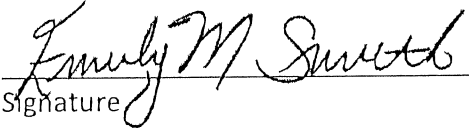
SIGN AND RETURN WITH PROPOSAL

Appendix F

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Emily M. Smith, P.E.	Vice President
_____ Name (Printed)	_____ Title
	March 1, 2021
_____ Signature	_____ Date

SIGN AND RETURN WITH PROPOSAL

Appendix G

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to New York State Finance Law § 165-a and New York General Municipal Law § 103-g the Office of General Services (OGS) is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List") as defined in that Act.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder or Contractor, or any person signing on behalf of any Bidder or Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

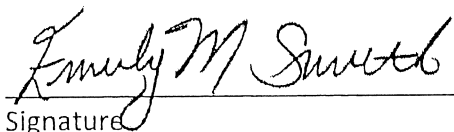
Additionally, Bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder or Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder or Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

Emily M. Smith, P.E.

Name (Print)



Signature

Vice President

Title

March 1, 2021

Date

SIGN AND RETURN WITH PROPOSAL

Appendix H

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Pursuant to State Finance Law Section 165(2)(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement.

Any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

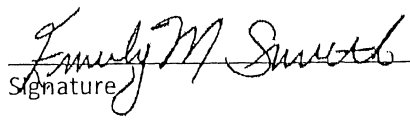
Certification of the Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County

Emily M. Smith, P.E.

Name (Print)



Signature

Vice President

Title

March 1, 2021

Date

SIGN AND RETURN WITH PROPOSAL

Contract No. #####
 Project No. PIN #####
 Change Order No. 1
 Effective Date Month, Day, Year

CHANGE ORDER

This Change Order modifies the Agreement entered into the X day of Month, Year, between Oneida County ("COUNTY") and C&S Engineers, Inc. ("CONSULTANT") as follows:

1. **Change in Services:**
 - 1.1. CONSULTANT shall provide additional construction inspection services as defined in Exhibit A, attached hereto and incorporated herein.
2. **Change in time of Performance** (attach schedule if appropriate):
 - 2.1. No Change.
3. **Change in CONSULTANT's Compensation:**
 - 3.1. CONSULTANT shall be compensated an additional fee in the amount of \$XXXX.00 as defined in Exhibit A, attached hereto and incorporated herein.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

CONSULTANT

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date:

Signature

Al Cowen, P.E.
Transportation Group Manager

Date:

Approved

Signature

Robert E. Pronteau
Assistant County Attorney



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

May 10, 2021

FN 20 21-162

Anthony J. Picente, Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, NY 13501

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

Enclosed is a contract for Construction Inspection Services associated with specified bridge and highway construction projects. An RFP was issued seeking a vendor to provide this service.

On April 7, 2021, the Oneida County Board of Acquisition & Contract accepted a proposal from Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. in the amount of \$191,020.00 to provide construction inspection services for the following projects:

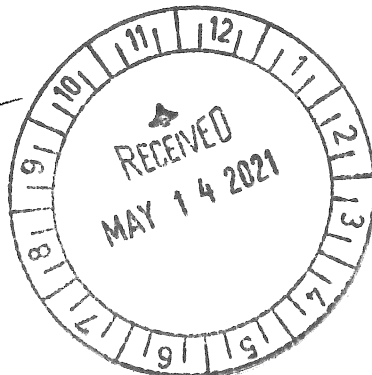
- Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill (H-615)
- Replacement of BIN 3310480, West Leyden Road over Moose Creek (H-615)
- Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd (H-615)
- Replacement of the Cooper St. Structure over Beaver Meadow Creek, Town of Westmoreland (H-615)
- Realignment of the Davis Road (18A)/Summit Road (CR7) Intersection, Town of Paris (H-614)

The term starts upon the issuance of a Notice to Proceed and ends upon the earlier of completion of work or December 31, 2021. It is anticipated that the consultant will be able to perform the work while complying with all applicable Covid-19 related restrictions. Please consider the enclosed contract for the above-mentioned services. If acceptable, please forward to the Oneida County Board of Legislators for approval.

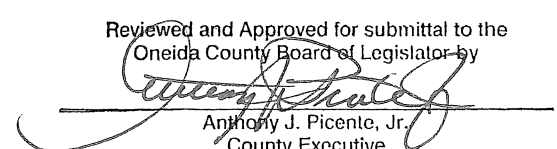
Thank you for your support.

Sincerely,


 Mark E. Laramie, P.E.
 Commissioner



Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by


 Anthony J. Picente, Jr.
 County Executive

Date 5-14-21

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Delta Engineers, Architects, Land Surveyors, &
Landscape Architects, D.P.C.
860 Hooper Road
Endwell, NY 13760

Title of Activity or Service: Professional Consulting Services
Proposed Dates of Operation: Start on Execution - 12/31/2021
Client Population/Number to be Served: N/A
Mandated or Non-mandated: Non-mandated

Summary Statements

1) Narrative Description of Proposed Services:

On April 7, 2021, the Oneida County Board of Acquisition & Contract accepted a proposal to provide construction inspection services for the following projects.

- Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill (H-615)
- Replacement of BIN 3310480, West Leyden Road over Moose Creek (H-615)
- Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd (H-615)
- Replacement of the Cooper Street Structure over Beaver Meadow Creek, Town of Westmoreland (H-615)
- Realignment of the Davis Road (18A)/Summit Road (CR7) Intersection, Town of Paris (H-614)

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding:

Account #:	H-615/H-614
Total Funding Requested:	\$156,380/\$34,640
Oneida County Dept. Funding Recommendation:	\$156,380/34,640

Proposed Funding Sources	Federal:	\$0.00
	New York State:	\$0.00
	County:	\$191,020.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), made this ___ 7st day of April 2021, by and between the COUNTY OF ONEIDA (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, and Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C., (hereinafter called "Consultant"), a domestic professional corporation, organized and existing under the laws of the State of New York with its place of business located at 860 Hooper Road, Endwell, New York 13760 (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, County requires construction inspection services associated with the following projects:

Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill;

Replacement of BIN 3310480, West Leyden Road over Moose Creek;

Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd;

Replacement of the Cooper St. Structure over Beaver Meadow Creek, Town of Westmoreland;
and

Realignment of the Davis Road (18A)/Summit Road (CR7) Intersection, Town of Paris; and

WHEREAS, the County issued an RFP seeking a vendor to provide these construction inspection services; and

WHEREAS, Consultant has submitted a proposal to provide such services, more fully defined herein; and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement; and

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, Consultant shall provide certain services identified in the original Request for Proposal, attached hereto as **Attachment B**, and the Consultant Proposal, attached hereto as **Attachment C** (both collectively hereinafter "the Services").

1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate upon completion of all work on all projects, but no later than December 31, 2021.

2. NOTICE TO PROCEED

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager, authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

3. COMPENSATION

3.1. Consultant will be paid a not-to-exceed fee of **One Hundred Ninety-One Thousand, Twenty dollars and Zero cents (\$191,020.00)**, for the Services identified in **Attachment B**.

3.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Attachment C**.

3.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the lump sum fixed fee and not-to-exceed fee.

3.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

3.5. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.6. Additional compensation, at a mutually agreed upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, that are not the fault of Consultant.

3.7. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

4. EXECUTORY OR NON-APPROPRIATION CLAUSE

4.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

5. SCOPE OF SERVICES

5.1. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment B**.

5.3. Consultant shall furnish any equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

6. PERFORMANCE OF SERVICES

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be completed and submitted in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in

this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

6.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.8. Consultant acknowledges and agrees that it and its employees and sub-consultants have no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with requirements of this Agreement.

7. **NON-ASSIGNMENT**

7.1. In compliance with New York General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by County.

8. **SUBCONTRACTS**

8.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of all sub-consultants to whom it proposes to award any portion of the Services.

8.3. Agreements between Consultant and any sub-consultants identified in Paragraph 8.1 shall be in accordance with the terms of this Agreement and shall include the conditions of

this Agreement including all Attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

10. PROJECT MANAGERS

10.1. County designates the Deputy Commissioner of the Department of Public Works, Division of Engineering, as their Project Manager (the "Project Manager"), who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its Project Manager, Consultant will be notified in writing.

10.2. Consultant designates Joseph Mieczkowski, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or sub-consultant shall be subject to approval by the Project Manager for County.

11. NOTICES

11.1. Any notice to County may be delivered personally or sent by United States mail, postage prepaid to the Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant may be delivered personally or sent by United States mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and its sub-consultant(s), if any, and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent

contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of County. County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

13. ASSUMPTION OF RISK

13.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of Consultant in the performance of this Agreement or from Consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or

otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by Consultant is absolute, excepting only reckless or intentional acts of County or its officers, agents or employees.

14. INSURANCE REQUIREMENTS

14.1. Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.2. Commercial General Liability (“CGL”) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as additional insureds, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

14.3. Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.

14.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as additional insureds on a primary and non-contributing basis.

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars

(\$5,000,000) per occurrence. County shall be included as additional insureds. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

14.6. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim.

14.7. Waiver of Subrogation: Consultant waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.8. County shall not issue a notice to proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender

including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

16.1.5. County shall regularly review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a period of time deemed reasonable to County, then this will be cause for Agreement termination.

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and

charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. TERMINATION

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days' written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement, and Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

18.1. All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by Consultant shall become County's property when the work is complete, and the Consultant has received final payment for the services under this Agreement. All documents, including and drawings and specifications prepared by the Consultant pursuant

to this Agreement, are instruments of service with respect to the projects. Such documents are not intended or represented to be suitable for reuse by County or others on extensions of these projects or on any other project. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

18.2. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County.

19. **ADDENDUM**

19.1. Consultant shall comply with **Attachment A**, Addendum - Standard Oneida County Conditions, attached hereto and hereby incorporated by reference.

20. **NON WAIVER**

20.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

21. **CHOICE OF LAW/FORUM**

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. **ORDER OF PRECEDENCE**

22.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

22.1.1. **Attachment A – Addendum**

22.1.2. **Attachment D – Change Order**, in reverse chronological order, if applicable

22.1.3. **This Agreement**

22.1.4. Attachment B – Request for Proposal

22.1.5. Attachment C – Consultant Proposal

23. SUCCESSORS AND ASSIGNS

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. SEVERABILITY

24.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

25. ENTIRE AGREEMENT

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. COUNTERPARTS

26.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

27. AUTHORITY TO ACT/SIGN

27.1. Consultant's signatory hereby represents and certifies that he has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

28. ADVICE OF COUNSEL

28.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

29. AMENDMENTS

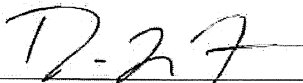
29.1. Amendments to this Agreement, if needed, shall be in the form of the Charge Order attached hereto as **Attachment D**.

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

DELTA ENGINEERS, ARCHITECTS, LAND
SURVEYORS, & LANDSCAPE ARCHITECTS,
D.P.C.



Daniel Faldzinski, P.E.
Director of Vernon Civil Engineering Services

APPROVED BY

Robert E. Pronteau, Esq.
Assistant County Attorney

Appendix A

Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

1.1. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

2.1. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements.

3.1. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

3.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.1.3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

3.2. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

3.2.1. The Contractor certifies that it and its principals:

3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

3.2.2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

3.3. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.3.1. The Contractor will or will continue to provide a drug-free workplace by:

3.3.1.1. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program;

and

3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position

title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

3.3.1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

3.3.1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

3.3.2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3.3.3. Place of Performance (street, address, city, county, state, zip code).

3.4. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.4.1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:

4.1. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

4.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

4.1.3. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

4.2. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.

4.3. The Contractor shall:

4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4.3.4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;

4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

4.3.9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:

4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

4.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

4.4.3. There is a material change in the business practices and procedures of the County.

4.5. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause. In accordance with Section 109 of the General Municipal Law, this 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive

payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements. To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. 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 this 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 this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, 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 this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. 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 of the Labor Law, neither the 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 Articles, 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, the 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 a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under

Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

11.1. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

11.2. Privacy Notification. (i) 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 County 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 liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law. This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

14.1. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

14.2. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

16.1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

16.2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit.

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

17.2. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

18.1. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

18.2. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

18.3. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

18.4. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. Prohibition on Tobacco and E-Cigarette use on County Property.

19.1. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

19.1.1. For the purposes of this provision, the “use of tobacco” shall include:

19.1.1.1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

19.1.1.2. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

19.1.2. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

19.2. For the purposes of this provision, “on Oneida County property” shall be defined as:

19.2.1. Upon all real property owned or leased by the County of Oneida; and

19.2.2. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

19.3. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. Compliance with New York State Labor Law § 201-G.

20.1. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

Oneida County Department of Public Works

Division of Engineering

5999 Judd Road, Oriskany, New York 13424

Request for Proposal

BRIDGE AND HIGHWAY

CONSTRUCTION INSPECTION SERVICES

February, 2021

REQUEST FOR PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES

1. Introduction

1.1. The County of Oneida (the “County”) is soliciting proposals from qualified consulting firms with demonstrated experience in providing similar services.

1.2. Proposals in response to this RFP must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to mlaramie@ocgov.net or via mail on a USB flash drive to:

Mark E. Laramie, P.E., Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

1.3. Packages containing proposals must be marked “Construction Inspection Services”.

1.4. Proposals are due at the above address no later than 2:00 p.m. on February 25, 2021.

1.5. Questions relating to this RFP should be directed to Mark Laramie at 315-793-6236 or mlaramie@ocgov.net.

1.6. Project specific questions should be directed to Tarik Hasanagic at 315-793-6233 or thasanagic@ocgov.net.

2. Project Description

2.1. Oneida County is soliciting proposals from qualified firms to provide Construction Inspection services for various highway, bridge, and structure replacement / rehabilitation projects, as described in **Appendix F**, attached hereto.

3. Scope of Services

3.1.1. The consulting firm selected for this project (the “Consultant”) shall be required to provide qualified inspectors and all services necessary for the performance and completion of all work. Construction Inspector Qualifications and Construction Inspection Services are described in **Appendix G**, attached hereto.

4. Terms and Conditions

4.1. The Project outlined in this RFP shall be awarded by County.

4.2. The County shall not be liable for costs incurred prior to the issuance of an executed

written Agreement and/or written Notice to Proceed.

4.3. A firm responding to this RFP (a “proposer”) may be designated for an interview with the County. The contents of the Consultant’s proposal may become part of the contractual obligations if deemed appropriate by the County.

4.4. The County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.

4.5. The Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

4.6. Firms and/or sub-consultants qualified and certified as Minority/Women Business Enterprises are encouraged to submit proposals. The Consultant and/or sub-consultants shall make a good faith effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

4.7. The Consultant shall be required to enter into a Professional Services Agreement (the “Agreement”) with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

4.8. The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

4.9. Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.

4.10. Each proposer shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Appendix A**.

4.11. Each proposer shall comply with and certify that the proposal was made pursuant to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix B**.

4.12. Each proposer shall comply with and certify the County’s Solid Waste Management Certification pursuant to Article 12 of the County’s Procurement Policy, attached hereto as **Appendix C**.

4.13. Each proposer shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix D**.

4.14. **Appendix E** shall become part of any contract, resulting from this proposal, between Consultant and County.

5. Payment for Services

5.1. Consultant shall invoice County monthly for services rendered.

5.2. Payment shall be based on established hourly billing rates.

5.3. Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

6. Indemnification

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. Insurance Requirements

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars

(\$1,000,000) for each occurrence and at least Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

7.7. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and at least Two Million Dollars (\$2,000,000) in the aggregate.

7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella policies to include the County as an additional insured on a primary and non-contributory basis with subrogation waived.

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of

attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8. Independent Contractor Status

8.1. For the purposes of this paragraph, the term "Independent Contractor" shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

8.2. The County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

9. Document Reproduction and Ownership of Original Drawings and Manuscripts

9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the

As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. Choice of Law

10.1. The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. Submittal Requirements

11.1. Cover page (one page).

11.2. List of sub-consultants (one page).

11.3. Signed **Appendix A** – Non Collusion Certification

11.4. Signed **Appendix B** – Iran Divestment Act Certification

11.5. Signed **Appendix C** – Solid Waste Certification

11.6. Signed **Appendix D** – Statement on Sexual Harassment

11.7. Completed **Appendix H** – Fee Proposal

11.8. Billable hourly rate schedule including sub-consultants.

12. Special Requirements

12.1. The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub-consultants.

13. Selection Process

13.1. The County shall review all proposals received and reserve the right to select proposers for further presentation and interview.

13.2. The following criteria shall be used in the selection process.

13.2.1. Approach to Project:

13.2.1.1. Understanding of Project scope

13.2.1.2. Understanding of implied or required activities

13.2.1.3. Reasonableness of proposed approach

13.2.1.4. Proposed Work/Services schedule

13.2.2. Experience/Qualifications of Project Personnel and Firm:

13.2.2.1. Previous experience with governmental agencies

13.2.2.2. Previous experience with similar projects

13.2.2.3. Project staff experience with similar projects

13.2.2.4. Project management expertise

13.2.3. Credentials of Firm:

13.2.3.1. Reference/client assessment of previous performances

13.2.3.2. Demonstrated ability to keep projects on schedule

13.2.3.3. Firm's most significant relevant project

13.2.4. Level of Effort:

13.2.4.1. Commitment of assigned personnel to the project

13.2.4.2. Firm's current workload and availability

13.2.5. Fee Proposal

13.3. The County shall prepare the Agreement with the Consultant selected. Any further modifications/amendments to the Agreement shall be negotiated with the County.

13.4. Should the Agreement be unacceptable to the Consultant, the County reserves the right to procure services from another proposer.

14. Responsibility of Consultant

14.1. All responding firms shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected.

**Appendix A
Non Collusion Certification**

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non- collusive Bidding Certification. By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, 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 their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

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

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

2) A Bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award

be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3) The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

4) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List:

Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By:

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature _____

Date: _____

Appendix C

Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix D

Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix E

Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WEHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

1.1. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

2.1. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

3.1. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

3.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.1.3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

3.2. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

3.2.1. The Contractor certifies that it and its principals:

3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

3.2.2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

3.3. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.3.1. The Contractor will or will continue to provide a drug-free workplace by:

3.3.1.1. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

3.3.1.4. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

3.3.1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or

3.3.1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

3.3.2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3.3.3. Place of Performance (street, address, city, county, state, zip code).

3.4. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.4.1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

4.1. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

4.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the

Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

4.1.3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

4.2. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.

4.3. The Contractor shall:

4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4.3.4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;

4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

4.3.9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:

4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

4.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

4.4.3. There is a material change in the business practices and procedures of the County.

4.5. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **Non-Discrimination Requirements.** To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic

predisposition or carrier status, or marital status. 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 this 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 this 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 this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. 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 the 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, the 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 a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, 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 County a non-collusive bidding certification on the Contractor's behalf.

10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

11.1. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

11.2. Privacy Notification. (1) 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 County 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 liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

14.1. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

14.2. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

16.1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

16.2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit.

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

17.2. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an

independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

18.1. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

18.2. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

18.3. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

18.4. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

Appendix F

PROJECT DESCRIPTIONS

Estimated Construction Timeframe is Spring 2021 – Summer 2022

1. **Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill.**
The existing bridge is a 68 ft. single span, adjacent prestressed beam bridge with a reinforced, cast in place concrete deck supported on cast in place concrete abutments. Rehabilitation will include existing superstructure deck repairs, concrete approach slab repairs, bridge fascia repairs, minor concrete beam repairs and replacement of the existing bridge rail.
Construction inspection duration is estimated at 8 weeks.
2. **Replacement of BIN 3310480, West Leyden Road over Moose Creek.**
The existing bridge is a 29 ft. single span, multigirder bridge with an open grate steel deck, supported on cast in place concrete abutments, which are founded on ledge rock. The new bridge will be widened to match the approach roadway section. The bridge will be lengthened to improve stream hydraulics and to facilitate construction. Major work includes: existing superstructure, substructure and bridge railing removal; new concrete footings, new concrete abutments, new prestressed concrete beams, new bridge railing, new bituminous concrete and milling and paving along West Leyden Road.
Construction inspection duration is estimated at 8 weeks.
3. **Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd.**
The existing structure is a 14 ft. span x 7.83 ft. rise corrugated metal pipe arch. The new structure will be upgraded to a bridge. Major work includes: existing structure removal, structure excavation, new concrete footings, new abutments stem, new precast concrete span units, heavy stone scour protection, new imported stem bed material, new headwalls, new bridge railing, roadway milling and paving.
Construction inspection duration is estimated at 8 weeks.
4. **Replacement of the Cooper Street Structure over Beaver Meadow Creek, Town of Westmoreland**
The existing pipe structure will be removed and replaced with a larger opening to increase the hydraulic capacity of the structure and to prevent further flooding.
Construction inspection duration is estimated at 4 weeks.
5. **Realignment of the Davis Road (18A)/Summit Road (CR7) Intersection, Town of Paris.**
The existing intersection is a Y-type intersection with one additional turning roadway. The project objective is to reconstruct the intersection and create a T-type intersection with no additional turning roadways. Major work includes: full-depth roadway reconstruction and asphalt concrete milling and paving.
Construction inspection duration is estimated at 10 weeks.

Appendix G

CONSTRUCTION INSPECTOR REQUIREMENTS

The Chief Inspector shall possess NICET Level III or Level IV Certification in Transportation / Highway Construction. In lieu of NICET Certification, proof of equivalent training and/or experience may be considered.

The Chief Inspector, shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to (a) maintain field and office records, (b) to perform complex quantity and engineering computations, (c) read and interpret plans and specifications, and (d) deal with people.

The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping (MURK).

CONSTRUCTION INSPECTION SCOPE OF WORK

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:
 - a. Keep a daily diary and digital photo log of all events pertinent to the progression of the project.
 - b. Verify that materials utilized are as specified in the contract documents.
 - c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
 - d. Document quantities in a manner sufficient to recommend payment for work completed.
 - e. Review and make recommendation of Contractor's requests for payment.
 - f. Keep County Liaison informed of progression of work.
2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.
3. The Consultants Project Manager or Chief Inspector will arrange for and conduct a preconstruction meeting. The Project Manager will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.
4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.
5. The inspector will keep a project specific daily diary. The diary will describe the

progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.

6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.
7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.
8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.
9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.
10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.
11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.
12. Consultant will invoice the County monthly for services rendered, based upon 2021 billing rates submitted with this proposal. In the event that projects continue into 2022 the Consultant has the option to perform work under the 2021 billing rate or submit revised billing rates for County's consideration.

Appendix H

For the purpose of equal evaluation of proposals submitted, the proposer shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

- A. Resident Engineer / Chief Inspector
- B. Project Manager
- C. Administrative Assistant

Construction documents were prepared by one project designer, and bid under five separate packages. Projects may be awarded to a single or multiple Contractors.

1. Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill				
Estimated Project Duration: 8 Weeks				
A. 400 hours @		/hour =	\$	Straight Time
A. 100 Hours @		/hour =	\$	Overtime
B. 50 Hours @		/hour =	\$	Straight Time
C. 20 Hours @		/hour =	\$	Straight Time
		Total	\$	

2. Replacement of BIN 3310480, West Leyden Road over Moose Creek				
Estimated Project Duration: 8 Weeks				
A. 400 hours @		/hour =	\$	Straight Time
A. 100 Hours @		/hour =	\$	Overtime
B. 50 Hours @		/hour =	\$	Straight Time
C. 20 Hours @		/hour =	\$	Straight Time
		Total	\$	

3. Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd				
Estimated Project Duration: 8 weeks				
A. 320 hours @		/hour =	\$	Straight Time
A. 80 Hours @		/hour =	\$	Overtime
B. 40 Hours @		/hour =	\$	Straight Time
C. 16 Hours @		/hour =	\$	Straight Time
		Total	\$	

4. Replacement of the Cooper Street Structure over Beaver Meadow Creek, Town of Westmoreland				
Estimated Project Duration: 4 weeks				
A. 320 hours @		/hour =	\$	Straight Time
A. 80 Hours @		/hour =	\$	Overtime
B. 40 Hours @		/hour =	\$	Straight Time
C. 16 Hours @		/hour =	\$	Straight Time
		Total	\$	

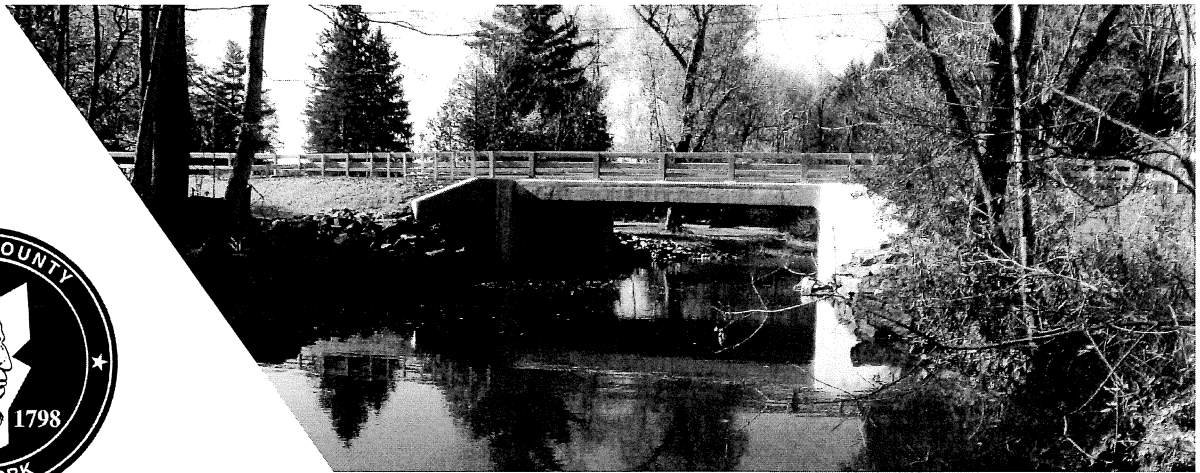
5. Realignment of the Davis Road (18A)/Summit Road (CR7) Intersection, Town of Paris.
 Estimated Project Duration: 10 weeks

A. 320 hours @		/hour =	\$	Straight Time
A. 80 Hours @		/hour =	\$	Overtime
B. 40 Hours @		/hour =	\$	Straight Time
C. 16 Hours @		/hour =	\$	Straight Time
		Total	\$	

Attachment B



**ONEIDA COUNTY DPW
BRIDGE AND HIGHWAY CONSTRUCTION
INSPECTION SERVICES**



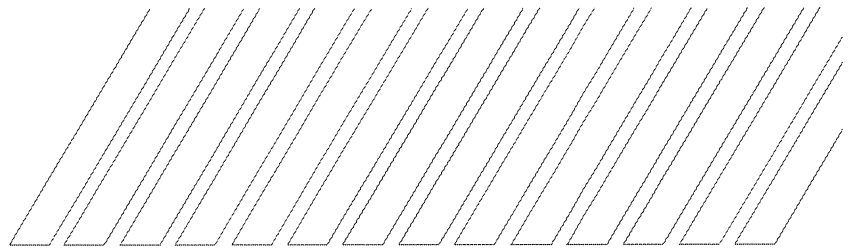
FEBRUARY 23, 2021

AN ISO 9001:2015 CERTIFIED COMPANY



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Mr. Mark E. Laramie, PE
Deputy Commissioner
Oneida County
Department of Public Works
5999 Judd Road
Oriskany, New York 13424

**Re: Oneida County DPW
2021 Bridge and Highway
CI Services**

FEBRUARY 23, 2021

Dear Mr. Laramie,

Thank you for the opportunity to present our qualifications in response to the Oneida County Department of Public Works (OCDPW) Request for Proposals for bridge and highway construction inspection services. Based on our review of the information provided and our extensive experience with Oneida County, we are confident that **Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta)** will provide exactly what the OCDPW is looking for - a knowledgeable, experienced, and competent inspection team that will meet and exceed all stated objectives. We have structured this submittal to respond directly to the information requested and have transmitted it via e-mail in PDF format.

Delta, an ISO 9001:2015 certified company, has offered an array of professional engineering and construction services to assist our municipal project partners since our establishment in 1976. Our firm employs 125 employees at five offices located in nearby Vernon, NY, Syracuse, NY, Endwell, NY, Schenectady, NY, and Chevy Chase, MD. **Delta** has provided services for many locally-funded bridge projects and, in doing so, has established excellent working relationships with our local project partners.

Our Vernon, NY office is located less than 30 minutes from the location of the majority of the Oneida County projects identified on the project experience table provided. This proximity will allow our Project Manager and inspector(s) to be on site quickly and efficiently.

Our Transportation and Vernon Site/Civil Groups collectively have a staff that currently consists of 21 people, including nine PEs, two EITs, and three seasonal construction inspectors. Dennis R. Wilson, PE, our Resident Engineer/Chief Inspector, will oversee all inspection activities. With over 45 years of experience (including 39 with NYSDOT), Dennis has provided Construction Inspection oversight services for municipal and NYSDOT projects of all sizes and types. His duties will include inspection staffing, performance and oversight of inspection staff, adherence to specifications and client standards, completeness and compliance of record keeping, and overall client satisfaction. He also has a strong working knowledge of construction materials and methods. We can ensure the OCDPW of exceptional construction oversight by a knowledgeable and experienced inspection team that will be committed to the producing excellent results.

Delta does not cite any current or anticipated obligations that may affect our performance or use of identified personnel proposed for this project. Our current workload is well within historic norms and would easily accommodate the inspection services needed by Oneida County.

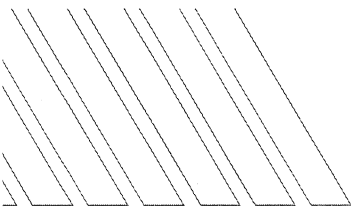
We believe that our team of qualified specialists will provide the experience and depth of knowledge to provide excellent construction inspection services. We strive to be a "seamless extension of our clients' organizations" and look forward to the opportunity to serve Oneida County on this project. If you have any questions or require additional information, please contact me directly at (315) 953-4200.

Respectfully,

DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC



Daniel L. Faldzinski, PE
Vernon Group Director



II. SUBCONSULTANT USE

Delta will self perform all project requirements since there are no specific MBE/WBE/SDVOB requirements stated. In the event that the scope of work requires the addition of subconsultant participation, **Delta** will be responsible for the coordination of services and the supervision of all inspectors and subconsultants.

III. APPENDICIES

Appendix A Non Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non-collusive Bidding Certification. By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, 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 their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

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

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

2) A Bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award

be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3) The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

4) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC

(Legal Name of Person, Firm or Corporation)

Name: Anthony R. Paniccia, PE, JD

Title: President & CEO

Signature: *Anthony R. Paniccia*

Date: 2/22/2021

(SIGN AND RETURN WITH PROPOSAL)

III. APPENDICES

Appendix B Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site [*****.ogs.ny.gov/about/regs/docs/ListofEntities.pdf](http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf) a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List:

Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By:

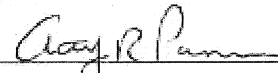
Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC

(Legal Name of Person, Firm or Corporation)

Name: Anthony R. Paniccia, PE, JD

Title: President & CEO

Signature



Date:

2/22/2021

III. APPENDICES

Appendix C Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECT
(Legal Name of Person, Firm or Corporation)

Name: ANTHONY R. PANUCCI

Title: President & CEO

Signature: *Anthony R. Panucci*

Date: 2/22/2021

(SIGN AND RETURN WITH PROPOSAL)



III. APPENDICIES

Appendix D

Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By

Delta Engineers, Architects, Land Surveyors, &
Landscape Architects, DPC

(Legal Name of Person, Firm or Corporation)

Name: Anthony R. Paniccia, PE, JD

Title: President & CEO

Signature: Anthony R. Paniccia

Date: 2/22/2021

(SIGN AND RETURN WITH PROPOSAL)

IV. FEE PROPOSAL

Appendix H

For the purpose of equal evaluation of proposals submitted, the proposer shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

- A. Resident Engineer / Chief Inspector
- B. Project Manager
- C. Administrative Assistant

Construction documents were prepared by one project designer, and bid under five separate packages. Projects may be awarded to a single or multiple Contractors.

1. Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill				
Estimated Project Duration: 8 Weeks				
A. 400 hours @	\$75	/hour =	\$ 30,000	Straight Time
A. 100 Hours @	\$65	/hour =	\$ 6,500	Overtime
B. 50 Hours @	\$120	/hour =	\$ 6,000	Straight Time
C. 20 Hours @	\$40	/hour =	\$ 800	Straight Time
		Total	\$ 43,300	

2. Replacement of BIN 3310480, West Leyden Road over Moose Creek				
Estimated Project Duration: 8 Weeks				
A. 400 hours @	\$75	/hour =	\$ 30,000	Straight Time
A. 100 Hours @	\$70	/hour =	\$ 7,000	Overtime
B. 50 Hours @	\$120	/hour =	\$ 6,000	Straight Time
C. 20 Hours @	\$40	/hour =	\$ 800	Straight Time
		Total	\$ 43,800	

3. Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd				
Estimated Project Duration: 8 weeks				
A. 320 hours @	\$75	/hour =	\$ 24,000	Straight Time
A. 80 Hours @	\$65	/hour =	\$ 5,200	Overtime
B. 40 Hours @	\$120	/hour =	\$ 4,800	Straight Time
C. 16 Hours @	\$40	/hour =	\$ 640	Straight Time
		Total	\$ 34,640	

4. Replacement of the Cooper Street Structure over Beaver Meadow Creek, Town of Westmoreland				
Estimated Project Duration: 4 weeks				
A. 320 hours @	\$75	/hour =	\$ 24,000	Straight Time
A. 80 Hours @	\$65	/hour =	\$ 5,200	Overtime
B. 40 Hours @	\$120	/hour =	\$ 4,800	Straight Time
C. 16 Hours @	\$40	/hour =	\$ 640	Straight Time
		Total	\$ 34,640	

5. Realignment of the Davis Road (18A)/Summit Road (CR7) Intersection, Town of Paris.				
Estimated Project Duration: 10 weeks				
A. 320 hours @	\$75	/hour =	\$ 24,000	Straight Time
A. 80 Hours @	\$65	/hour =	\$ 5,200	Overtime
B. 40 Hours @	\$120	/hour =	\$ 4,800	Straight Time
C. 16 Hours @	\$40	/hour =	\$ 640	Straight Time
		Total	\$ 34,640	



IV. FEE PROPOSAL

2021 RATE SCHEDULE

Effective Thru: 12/31/21



LABOR

TITLE	HOURLY RATE
PRINCIPAL	\$190
SENIOR PROJECT MANAGER	\$175
PROJECT MANAGER	\$145
PROFESSIONAL LAND SURVEYOR	\$140
SENIOR PROJECT ARCHITECT/ENGINEER	\$130
PROJECT ARCHITECT/ENGINEER	\$115
SENIOR ARCHITECT/ENGINEER	\$100
INTERIOR DESIGNER	\$100
ARCHITECT/ENGINEER	\$90
ASSISTANT ARCHITECT/ENGINEER	\$85
SENIOR TECHNICIAN	\$80
TECHNICIAN	\$60
ASSISTANT TECHNICIAN	\$45
ADMINISTRATIVE ASSISTANT	\$65
SENIOR ENVIRONMENTAL SCIENTIST	\$130
ENVIRONMENTAL SCIENTIST	\$85
INDUSTRIAL HYGIENIST	\$65
PARTY CHIEF	\$100
SURVEY TECHNICIAN	\$70
CONSTRUCTION SUPERVISOR	\$140
LEVEL 4 INSPECTOR	\$120
LEVEL 3 INSPECTOR	\$110
LEVEL 2 INSPECTOR	\$85

REIMBURSABLE EXPENSES

ITEM	BILLING RATE
MILEAGE	AT IRS RATE
MEALS/LODGING	AT COST
PRINTS (ANY SIZE)	\$ 0.25/Square Foot
VELLUM	\$ 0.50/Square Foot
MYLAR	\$ 0.75/Square Foot
PHOTOCOPIES	\$ 0.10/Sheet
OVERNIGHT SHIPPING (UPS, FEDERAL EXPRESS, ETC.)	AT COST
SUBCONTRACT SERVICES	COST + 10%
HIGH DEFINITION LASER SCANNER	\$500/Day; \$250/Half Day
CONSUMABLE INSPECTION / FIELD SUPPLIES	AT COST



V. PROJECT APPROACH

Delta understands that the scope of work is to provide construction inspection services for the following projects:

1. Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill.
 - a. The existing bridge is a 68 ft. single span, adjacent prestressed beam bridge with a reinforced, cast in place concrete deck supported on a cast in place concrete abutments. Rehabilitation will include existing superstructure deck repairs, concrete approach slab repairs, bridge fascia repairs, minor concrete beam repairs and replacement of the existing bridge rail. Construction inspection duration is estimated at 8 weeks.
2. Replacement of BIN 3310480, West Leyden Road over Moose Creek.
 - a. The existing bridge is a 29 ft. single span, multigirder bridge with an open grate steel deck, supported on a cast in place concrete abutments, which are founded on ledge rock. The new bridge will be widened to match the approach roadway section. The bridge will be lengthened to improve stream hydraulics and to facilitate construction. Major work includes: existing superstructure, substructure and bridge railing removal; new concrete footings, new concrete abutments, new prestressed concrete beams, new bridge railing, new bituminous concrete and milling and paving along the West Leyden Road. Construction Inspection duration is estimated at 8 weeks.
3. Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd.
 - a. The existing structure is a 14 ft. span x 7.83 ft. rise corrugated metal pipe arch. The new structure will be upgraded to a bridge. Major work includes: existing structure removal, structure excavation, new concrete footings, new abutments stem, new precast concrete span units, heavy stone scour protection, new imported stream bed material, new headwalls, new bridge railing, roadway milling and paving. Construction inspection duration is estimated at 8 weeks.
4. Replacement of the Cooper Street Structure over Beaver Meadow Creek, Town of Westmoreland.
 - a. The existing pipe structure will be removed and replaced with a larger opening to increase the hydraulic capacity of the structure and

to prevent further flooding. Construction inspection duration is estimated at 8 weeks.

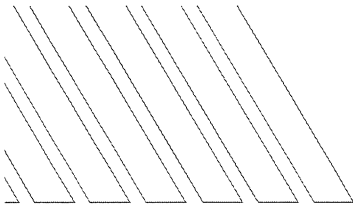
5. Realignment of the Davis Road (18A)/Summit Road (CR7) Intersection, Town of Paris.
 - a. The existing intersection is a Y-type intersection with one additional turning roadway. The project objective is to reconstruct the intersection and create a T-type intersection with no additional turning roadways. Major work includes: full depth roadway reconstruction and asphalt concrete milling and paving. Construction inspection duration is estimated at 8 weeks.

We acknowledge that Oneida County requires a Professional Engineer on staff, who will be responsible for the coordination of services and the supervision of all inspectors. We have included resumes and NYS Professional License information for Daniel L. Faldzinski, PE and Dennis R. Wilson, PE, both of whom are licensed engineers.

Delta will not utilize subconsultants for this project. In the event that the scope of work requires the addition of subconsultant participation, **Delta** will be responsible for the coordination of services and the supervision of all inspectors and subconsultants.

Delta has selected Dennis R. Wilson, PE as the Engineer-in-Charge to oversee all inspection activities. We acknowledge that the inspector must possess a minimum of 5 years of civil or highway construction inspection experience, along with knowledge of construction materials and methods. Dennis has provided construction inspection oversight for municipal and NYSDOT projects for various sizes and types, and as a result, is familiar with the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping. He has the ability to maintain office records, perform complex quantity computations, read and interpret plans and specifications, as well as work effectively with other people.

Delta understands that the selected inspector will document the progress of the projects daily, verify that the correct materials are utilized, verify that the project is constructed according to the approved specifications, record the quantities used for reimbursement, review and make



V. PROJECT APPROACH

recommendations of the contractor's requests for payment, and keep the County Liaison informed of the progression of the work.

As the Chief Inspector, Dennis will conduct a preconstruction meeting and the project manager will compile and distribute meeting minutes. Oneida County will forward bid results, plans and specifications to the inspector of the selected firm. The contractor will provide the schedule and the project designer will review and approve the shop drawings.

Delta places significant emphasis on our project management approach. Our selected project manager will ensure that the construction is completed in accordance to the plans and

specifications, identify any additional work that may be required and provide a letter of recommendation detailing such, prepare change orders to the construction contract for review and approval by the county, advise the county of changes needed to the construction drawings, maintain a log of the reasons for the implementation of changes, provide any field testing and approval of materials, and handle communications with the construction contractor.

The estimated construction timeframe from the referenced projects is spring 2021 through summer 2022. With our current workload well within historic norms and our close proximity to Oneida County, **Delta** finds this timeframe reasonable.



DANIEL L. FALDZINSKI, PE

Project Manager

Mr. Faldzinski is a Project Manager in Delta's Facilities Group. Dan has over 20 years of engineering experience in the areas of land development, site planning, and municipal water, sewer and stormwater management design. Municipal engineering is his primary focus and his versatility includes consulting to municipal boards, highway and public works departments, and water treatment works. He designs for wastewater treatment and conveyance systems, pumping systems, stormwater pollution prevention plans, erosion and sediment control plans, paving and grading plans, municipal roadway designs, floodplain management solutions, stream restoration, and wetland mitigation.

LICENSES/CERTIFICATIONS

Registered Engineer NY
NYS License: 081299

EDUCATION

Clarkson University, BS, Civil/Environmental Engineering Technology, 1996

SUNY Potsdam, Computer Science/Math, 1993

EXPERIENCE

24 years total, 4 years with Delta



RELEVANT PROJECT EXPERIENCE

ONEIDA COUNTY HAMILTON COLLEGE CAMPUS ROAD CR77 RECONSTRUCTION *Senior Civil Engineer*

This \$0.630 million project consisted of the reconstruction and widening of Campus Road (CR 77) on the Hamilton College campus in the Town of Kirkland in Oneida County, NY. The reconstruction included removal of deteriorated concrete paving and curbing, replacement with new granite curbing, the full depth restoration using asphalt pavement, new drainage inlets, ADA-compliant curb ramps and crosswalks, the relocation of pedestrian scale lighting, and the installation of Stormwater treatment measures. *Project Owner: Oneida County Department of Public Works*

CITY OF ROME LIBERTY & GEORGE STREET PARKING GARAGE DEMOLITION *Senior Civil Engineer*

Under the City of Rome's Downtown Revitalization Initiative (DRI) Grant through the Empire State Development funding, Delta was awarded the design and construction administration contract for the demolition for a 1970's era concrete parking garage constructed under an Urban Renewal initiative. The demolition is the first phase of implementing a long-term revitalization effort for the downtown area, and was partially completed as a landscaped public parking area with the remainder of the site available for development as residential and retail space. Delta provided engineering design services; a management plan for solid waste; asbestos and hazardous materials testing, abatement design, project monitoring services, and all aspects of construction administration. *Project Owner: City of Rome, NY*

CITY OF OSWEGO RIVERWALK WEST DR43348 INFRASTRUCTURE REPAIRS *Project Manager*

Maintenance of high lake levels through the implementation of Plan 2014 by the International Joint Commission (IJC), and in conjunction with extreme rainfall, a rapid snow melt in the spring of 2017, resulted in significantly higher water levels on Lake Ontario, causing widespread flooding. The flooding damaged much of the waterfront infrastructure and homes along the southern and eastern shores of Lake Ontario. The Federal Emergency Management Agency (FEMA) declared a state of emergency, and provided funding for repairs. During this long-term flooding event, the cities' premier riverfront public park sustained long-term damage. High water levels of the Oswego River also damaged sidewalks, stone revetment walls, and railings along the Riverwalk Park. Delta is currently designing repairs to the riverfront infrastructure, including sidewalks, retaining walls, ornamental railings, stairs, and also stabilization of compromised embankments. *Project Owner: City of Oswego, NY*



DENNIS R. WILSON, PE

Engineer-in-Charge

Mr. Wilson is a Construction Supervisor in Delta's Transportation Group. With over 40 years of experience including thirty-five with NYSDOT, Dennis has provided Construction Inspection services for municipal and NYSDOT projects of all sizes and types. While at NYSDOT, he served over 15 years as Region 9 Rail Coordinator. Dennis manages inspection staffing and ensures that each project phase receives sufficient inspection oversight. He and his staff ensure construction adheres to design specifications and client standards, producing complete and compliant records. With extensive background in construction inspection, Dennis provides in-depth insight to plan for contingencies. He is particularly skilled at performing constructability reviews during the design phase to avoid unnecessary delays and complications when construction begins.

Dennis has significant experience providing services to the Oneida County Department of Public Works previously.

LICENSES/CERTIFICATIONS

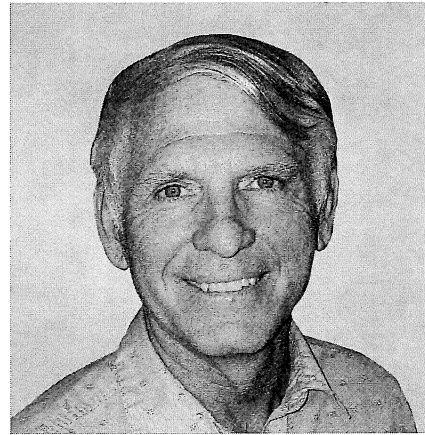
Professional Engineer: NY
License Number: 060007-1

EDUCATION

SUNY Delhi, AAS, Heavy Highway, 1968

EXPERIENCE

49 years of experience, 10 years with Delta



RELEVANT PROJECT EXPERIENCE

ONEIDA COUNTY REPLACEMENT OF BIN 3310910, OLD SR 12 (CR 82) OVER CINCINNATTI CREEK CONSTRUCTION INSPECTION

Engineer-in-Charge

Delta performed construction inspection on the existing bridge consisting of a 49 ft. span jack arch with concrete deck and parapets. Abutments are cast in place concrete on spread footings. The new bridge consists of integral abutments supported on piles, prestressed concrete beams with a concrete wearing surface, new bridge rail and approach rail. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY SUPERSTRUCTURE REPLACEMENT OF BIN 3311380, LOWELL ROAD (CR 52) OVER MUD CREEK CONSTRUCTION INSPECTION

Engineer-in-Charge

Delta performed construction inspection on the existing bridge consisting of a 34 ft. span steel beam bridge with a wood deck and asphalt overlays. Abutments are cast in place concrete on spread footings. Prestressed beams were installed on a modified bridge seat and a concrete wearing surface. Minor vertical curve correction also took place. New bridge rail and approach rail were installed. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY REHABILITATION OF CULVERT 12+96, RANDEL ROAD (CR 48) CONSTRUCTION INSPECTION

Engineer-in-Charge

Delta performed construction inspection on the existing structure consisting of a 4 ft. span x 4.5 ft. rise concrete box culvert. A new concrete box culvert replaced the existing box culvert. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY PRESTON HILL BRIDGE REPLACEMENT CONSTRUCTION INSPECTION

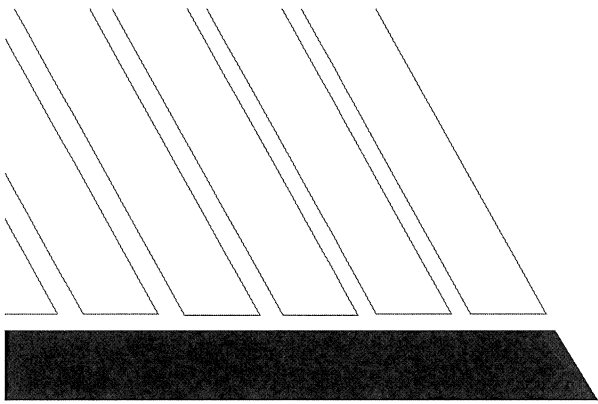
Engineer-in-Charge

The existing steel superstructure of the Preston Hill Bridge (BIN 3311300) was replaced with prestressed concrete beams during this project. In addition, existing bridge sub-structures were rehabilitated and paving upgrades, striping, and guide rail installation were completed. Traffic maintenance measures were also necessary to ensure a safe worksite and smooth traffic flow during construction. Delta provided construction inspection services for this project. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY STARR HILL DRAINAGE IMPROVEMENTS CI

Engineer-in-Charge

Existing corrugated metal culverts were replaced at three separate locations along Starr Hill Road with precast concrete box culverts. Stream restoration measures were used at the inlet and outlet of each replaced culvert. In addition, paving upgrades, striping, and guiderail installation were completed. Traffic maintenance measures were necessary to ensure a safe worksite and smooth traffic flow during construction. Delta provided construction inspection services for this project. *Project Owner: Oneida County Department of Public Works*



TODD M. KOGUT

Project Engineer

Mr. Kogut is a Civil Engineer in the Delta Facilities Group and is based in our Vernon, NY office. Todd has over 30 years of engineering experience in the areas of site/civil, mechanical, and plumbing design for clients in the education, health care, municipal, and industrial sectors. Site/civil engineering is his primary focus, and his versatility includes site layout and grading design, utility coordination, wetland mitigation, SWPPP development, and sanitary/storm sewer design. He is also an expert designer of roads, parking areas, retaining walls, pedestrian amenities, and recreational facilities. Todd is capable of creating as-built documentation for complex plumbing and mechanical systems, existing facility demolition plans, and comprehensive site plans for large developments. He is also a seasoned construction inspector and has provided these services for municipalities and authorities throughout Central New York.

Todd has significant experience providing services to the Oneida County Department of Public works previously.

EDUCATION

Mohawk Valley Community College, AS,
Mechanical Drafting Technology, 1988

EXPERIENCE

33 years of experience, 5 years with Delta



RELEVANT PROJECT EXPERIENCE

ONEIDA COUNTY REPLACEMENT OF STRUCTURE C1-46, DEANS HIGHWAY OVER DEANS CREEK CONSTRUCTION INSPECTION

Project Engineer

Delta performed construction inspection on the existing bridge consisting of a 16 ft. span pre-stressed concrete slab bridge supported on concrete abutments. The roadway section was widened, a new concrete three-sided structure was placed on cast in place concrete spread footings-keyed into bedrock. New concrete wearing surface, new bridge rail, new approach rail, and a closed drainage system were installed.

Project Owner: Oneida County Department of Public Works

ONEIDA COUNTY REPLACEMENT OF BIN 3310910, OLD SR 12 (CR 82) OVER CINCINNATI CREEK

Project Engineer

Delta performed construction inspection on the existing bridge consisting of a 49 ft. span jack arch with concrete deck and parapets. Abutments are cast in place concrete on spread footings. The new bridge consists of integral abutments supported on piles, prestressed concrete beams with a concrete wearing surface, new bridge rail and approach rail.

Project Owner: Oneida County Department of Public Works

ONEIDA COUNTY REPLACEMENT OF BIN 3310470, HAWKINSVILLE ROAD (CR-61) OVER CUMMINGS CREEK, TOWN OF BOONVILLE CONSTRUCTION INSPECTION

Project Engineer

Delta performed construction inspection on the existing bridge consisting of a 33 ft. span steel beam bridge with a reinforced concrete deck with asphalt overlays. Abutments were cast in place concrete on spread footings. The roadway section was widened, a new concrete three-sided structure was placed on cast in place concrete spread footings-keyed into bedrock. New concrete wearing surface, new bridge rail and new approach rail were installed. Due to the lengthy detour a single lane temporary bridge was installed adjacent to the existing bridge. This was constructed with steel sheeting, steel girders, and wood matting.

Project Owner: Oneida County Department of Public Works

ONEIDA COUNTY REHABILITATION OF CULVERT 12+96, RANDEL ROAD (CR 48) CONSTRUCTION INSPECTION

Project Engineer

Delta performed construction inspection on the existing structure consisting of a 4 ft. span x 4.5 ft. rise concrete box culvert. A new concrete box culvert replaced the existing box culvert. *Project Owner: Oneida County Department of Public Works*

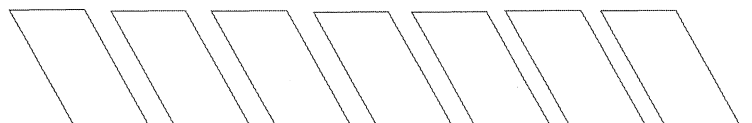
ADDITIONAL PROJECT EXPERIENCE

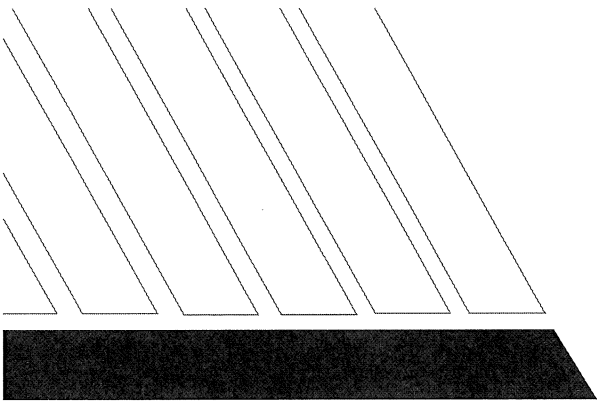
OSWEGO SUPPLEMENTAL FLOOD REPORT

Project Owner: City of Oswego, NY

ONEIDA COUNTY TOWN OF BRIDGEWATER UNADILLA RIVER

Project Owner: Oneida County Department of Public Works





JASON M. SWISTAK

Engineering Technician

Mr. Swistak is a Civil Engineering Technician in the Delta Facilities Group. Jason has a broad base of design technician expertise that makes him a versatile member of any project team. His background includes experience executing design for general site/civil and grading layouts, sanitary and storm sewer projects, road and parking lot assignments, and utility coordination.

He is well-versed in the development of storm water pollution protection plans (SWPPP) and related inspections and holds several certifications related to work in the concrete industry.

Jason has one year of experience as a NYSDOT Construction Inspector.

LICENSES/CERTIFICATIONS

- Concrete Plant Testing Technician: NY
- ACI Concrete Field Testing Technician - Grade I
- Certified QC/QA Technician for Hot Mix Asphalt

EDUCATION

Mohawk Valley Community College, Civil Engineering Technology

EXPERIENCE

3 years of experience, 2 years with Delta



RELEVANT PROJECT EXPERIENCE

ONEIDA COUNTY REPLACEMENT OF STRUCTURE C1-12, NORTH ROAD OVER TRIBUTARY OF SCONONDOA CREEK CONSTRUCTION INSPECTION

Engineering Technician

Delta is performing construction inspection on the existing 6 ft. span x 4 ft.-lin. rise x 80 ft. long multiplate pipe arch. The new precast concrete box culvert was placed on undisturbed earth, installed new precast concrete cut-off walls and installed precast concrete wing-walls. New concrete wearing surface, new bridge rail, new approach rail, and a closed drainage system will be installed. The new structure is located approximately 100 ft. north of the existing pipe arch. The Town of Augusta is constructing a new stream channel to meet the new alignment. Following the completion of the new stream channel, the old structure will be removed, and the site restored. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY STRUCTURE REPLACEMENT EMPYVILLE ROAD OVER COBB BROOK CONSTRUCTION INSPECTION

Engineering Technician

Delta performed construction inspection services for the this project. There was an existing 48 inch diameter corrugated metal pipe that functions as an outlet pipe to an 11 acre pond. It is was anticipated the pipe would be replaced and an outlet control structure and an appropriately sized pip beyond the structure. Bank protection was placed along the outlet embankment. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY REPLACEMENT OF BIN 331150, WILLIAMS STREET OVER SCONONDOA CREEK CONSTRUCTION INSPECTION

Engineering Technician

Delta performed construction inspection on the existing bridge. The project scope consisted of refacing existing abutments, wing walls and provide scour protection along the footings; repair existing concrete deck surface and overlay entire deck. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY SUPERSTRUCTURE REPLACEMENT OF BIN 3311280, DWYER ROAD OVER STONY CREEK CONSTRUCTION INSPECTION

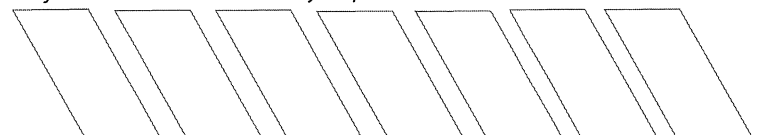
Engineering Technician

Delta performed construction inspection on the existing bridge. The project scope consisted of removing the existing multi-girder superstructure and replace it with pre-stressed concrete slab units overlaid with an asphalt wearing surface. *Project Owner: Oneida County Department of Public Works*

ADDITIONAL PROJECT EXPERIENCE

ONEIDA COUNTY CAMPUS ROAD CONSTRUCTION INSPECTION SERVICES

Project Owner: Oneida County Department of Public Works

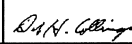


VI. EXPERIENCE/QUALIFICATIONS

Delta has extensive experience providing services to the Oneida County Department of Public Works. The following matrix provides a representative sample of our project experience, illustrating our collective ability to seamlessly meet the needs of Oneida County for the entirety of this project. We encourage you to contact our listed contacts in reference to our capabilities and our ability to adhere to a project schedule.

PROJECT NAME	CLIENT	CONTACT INFORMATION	COMPLETED
Oneida County Replacement of Structure C1-46 Deans Highway over Deans Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2020
Oneida County Replacement of Structure C6-67A Empeyville Road Culvert over Cobb Brook	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2020
Oneida County Superstructure Replacement of BIN 3311280 Dwyer Road over Stony Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2019
Oneida County Replacement of BIN 3311150 Williams Street over Sconodda Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2019
Replacement of C1-5A Donley Road over Branch Unadilla River	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2017
Replacement of Hawkinsville Road Bridge (BIN 3310470) over Cummings Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2017
South Court Street over Clockville Creek Bridge Replacement	Madison County Highway Department	Joseph F. Wisinski Highway Superintendent 315-366-2221	2017
Bridge Rehabilitation Utica Street over Oriskany Creek	Town of Whitestown	Shaun Kaleta-Town of Whites-town & Timothy Decker Assistant Engineer 315-793-6228	2017
Bridge Rehabilitation of Woodhull Road over Big Woodhull Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2018
Bridge Rehabilitation of Mill Street over Fish Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2019
Osborne Hill Road Steel Pipe Culvert Replacement & Streambank Stabilization	Town of Herkimer	David McManus Highway Superintendent 315-866-1803	2013

VI. AFFIRMATIONS AND FORMS

Client#: 48884		DELTAENG					
ACORD™ CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) 10/28/2020				
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022		CONTACT NAME: Nicole Larsen PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: Nicole.Larsen@greyling.com					
INSURED Delta Engineers, Architects & Land Surveyors, & Landscape Architects, DPC 860 Hooper Road Endwell, NY 13760		INSURER(S) AFFORDING COVERAGE					
		INSURER A : Sentinel Insurance Company NAIC # 11000					
		INSURER B : Hartford Casualty Ins. Co. 29424					
		INSURER C : Hartford Fire Insurance Co. 19682					
		INSURER D : CNA Insurance Companies 35289					
		INSURER E : INSURER F :					
COVERAGES		CERTIFICATE NUMBER: 20-21					
REVISION NUMBER:							
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER W/VD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20SBWKJ0894	11/01/2020	11/01/2021	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		20UEGZV3349	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		20XHGXU5623	11/01/2020	11/01/2021	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	20WBGAT0960	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	<input checked="" type="checkbox"/> Professional Liab & Pollution Liability		AEH276183123	11/01/2020	11/01/2021	Per Claim \$2,000,000 Aggregate \$2,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
Sample Certificate				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03) 1 of 1
#S2438972/M2435709

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NLAR1

VI. AFFIRMATIONS AND FORMS



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Delta Engineers, Architects, Land Surveyors & Landscape Architects, DPC 860 Hooper Road Endwell NY 13760</p>	<p>1b. Business Telephone Number of Insured</p> <p>(607) 231-6677</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>16-1294009</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>Sun Life and Health Insurance Company (U.S.)</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>823999</p> <p>3c. Policy effective period</p> <p><u>01/01/2021</u> to <u>12/31/2021</u></p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes of employer's employees:</p> <p>_____</p> <p>_____</p>	
<p>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.</p>	
<p>Date Signed _____ By <u>Russell Cross</u></p> <p>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</p>	
<p>Telephone Number <u>860-737-4535</u> Name and Title <u>Russell Cross Client Advocate Support</u></p>	
<p>IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.</p> <p>If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.</p>	

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)



VI. AFFIRMATIONS AND FORMS

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Delta Engineers, Architects, Land Surveyors & Landscape Architects, D.P.C. 860 Hooper Road Endwell, NY 13760</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 607-231-6600</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 161294009</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>For Proposal Purposes Only</p>	<p>3a. Name of Insurance Carrier Hartford Fire Insurance Co.</p> <p>3b. Policy Number of entity listed in box "1a" 20WBGAT0960</p> <p>3c. Policy effective period 11/01/2020 to 11/01/2021</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy**). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Lorrie Osterhage
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Lorrie Osterhage 10/28/2020
(Signature) (Date)

Title: Broker

Telephone Number of authorized representative or licensed agent of insurance carrier: 770-552-4225

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-07)

www.web.state.ny.us

VI. AFFIRMATIONS AND FORMS

2/19/2021

NYS Professions - Online Verifications



Office of the Professions

Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

License Information *

02/19/2021

Name : FALDZINSKI DANIEL LEE
Address : SHERRILL NY
Profession : PROFESSIONAL ENGINEERING
License No: 081299
Date of Licensure : 09/23/2003
Additional Qualification :
Status : REGISTERED
Registered through last day of : 04/21

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to licensee list.
- You may [search](#) to see if there has been recent disciplinary action against this licensee.
- Note: The Board of Regents does not discipline *physicians (medicine)*, *physician assistants*, or *specialist assistants*. The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.



VI. AFFIRMATIONS AND FORMS

2/19/2021

NYS Professions - Online Verifications



Office of the Professions

Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

License Information *

02/19/2021

Name : WILSON DENNIS ROBERT
Address : HARPURSVILLE NY
Profession : PROFESSIONAL ENGINEERING
License No: 060007
Date of Licensure : 03/04/1983
Additional Qualification :
Status : REGISTERED
Registered through last day of : 02/22

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to licensee list.
- You may [search](#) to see if there has been recent disciplinary action against this licensee.
- Note: The Board of Regents does not discipline *physicians (medicine)*, *physician assistants*, or *specialist assistants*. The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.



DELTA-EAS.COM



Contract No.	<u>#####</u>
Project No.	<u>PIN #####</u>
Change Order No.	<u>1</u>
Effective Date	<u>Month, Day, Year</u>

CHANGE ORDER

This Change Order modifies the Agreement entered into the X day of Month, Year, between Oneida County ("COUNTY") and Delta Engineers, Architects, & Land Surveyors, D.P.C. ("CONSULTANT") as follows:

1. **Change in Services:**
 - 1.1. CONSULTANT shall provide additional construction inspection services as defined in Exhibit A, attached hereto and incorporated herein.

2. **Change in time of Performance** (attach schedule if appropriate):
 - 2.1. No Change.

3. **Change in CONSULTANT's Compensation:**
 - 3.1. CONSULTANT shall be compensated an additional fee in the amount of \$XXXX.00 as defined in Exhibit A, attached hereto and incorporated herein.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

CONSULTANT

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date:

Signature

Daniel Faldzinski, P.E.
Director of Vernon Civil Engineering Services

Date:

Approved

Signature

Robert E. Pronteau
Assistant County Attorney



ONEIDA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
 County Executive
 MARK E. LARAMIE, P.E.
 Commissioner

FN 20 21-163

May 10, 2021

Anthony J. Picente, Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, New York 13501

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the involved Cities, Towns, and Villages for pavement marking for the 2021 season.

Attached is the proposed template agreement between Oneida County and the various municipalities. The terms found in this document will become the template for all other pavement marking agreements for the 2021 season. The County purchases the materials and is reimbursed by the various municipalities.

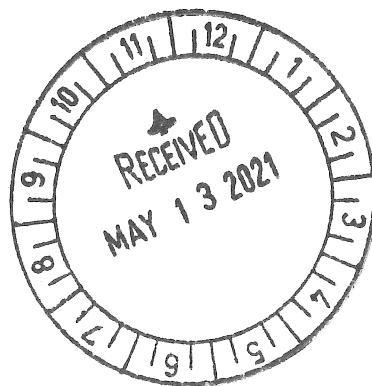
I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner

Enclosures

cc: File



Reviewed and Approved for submittal to the
 Oneida County Board of Legislator by

 Anthony J. Picente, Jr.
 County Executive
 Date 5-13-21

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Various Municipalities in Oneida County

Title of Activity or Service: Striping of various roads for Cities, Towns and Villages within Oneida County
This contract is to be used as the master template for all pavement marking contracts for 2021

Proposed Dates of Operation: May 1, 2021 to November 1, 2021

Client Population/Number to be Served: All those who travel on Oneida County Roads

Mandated/Non-Mandated: Non-mandated

Summary Statements

- 1) **Narrative Description of Proposed Services:** Painting center lines and edge lines per Exhibit A, provided from respective municipality.
- 2) **Program/Service Objectives and Outcomes:** Revenue for the County and clearly marked roads for the traveling public.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$TBD **Account # D1710 (Revenue)**

Oneida County Dept. Funding Recommendation: \$TBD

Proposed Funding Sources (Federal \$/ State \$/County \$): N/A (Revenue)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

PAVEMENT MARKING AGREEMENT 2021

THIS AGREEMENT (the "Agreement"), by and between the County of Oneida (hereinafter referred to as "County"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and the Town of _____ (hereinafter referred to as "Town") a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____ (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, County proposes to perform pavement marking on the improved Town road system located within its geographical boundaries; and

WHEREAS, the governing body of Town has adopted a resolution accepting the proposal of County and authorizing Town to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

1. TERM OF AGREEMENT

1.1. The term of this Agreement shall begin May 1, 2021 and continue until November 1, 2021.

1.2. The Parties agree that this Agreement shall not be renewable.

2. SCOPE OF WORK

2.1. The "Work" consists of using reflectorized paint to apply center and edge lines to the pavement surface of the improved Town roads (hereinafter the "Roads") described in the attached **EXHIBIT A**.

2.2. Town shall be responsible for identifying the Roads to be marked with center and/or edge lines, and for determining the length of said lines, measured in miles.

2.3. NUMBER (#) miles of center lines and NUMBER (X) miles of edge lines shall be marked pursuant to this Agreement, described with specificity in **EXHIBIT A**.

2.4. Town shall be responsible for identifying passing zones and no passing zones, and shall pre-mark the roads as such. County shall apply center lines as indicated by Town.

2.5. Town shall be responsible for the proper preparation of the pavement surface prior to marking by removing dust, dirt, loose particles and other foreign matter immediately before applying pavement markings.

2.6. County shall furnish all equipment, machinery, materials, tools, supervision and labor necessary to perform the Work.

2.7. County shall schedule the Work when the pavement surface is expected to be dry. Marking material shall not be applied within forty-eight (48) hours of rain or other inclement weather. Pavement surface temperature shall not be less than fifty (50) degrees Fahrenheit at the time of application.

2.8. County shall select road striping paint and/or glass beads from the New York State Department of Transportation pre-approved list.

2.9. Pavement markings shall present a uniform appearance and exhibit good workmanship. Paint shall be fifteen (15) mils thick with a tolerance of plus or minus five (+/-5) mils. Beads shall be applied to the surface of the paint by a bead dispenser attached to the paint applicator so that glass beads dispense simultaneously.

2.10. County shall cleanup and dispose of solvents and residue left behind from the Work, in accordance with all applicable federal, state and local requirements.

3. PERFORMANCE OF WORK

3.1. The Parties shall comply with all applicable governmental laws, ordinances, regulations, and rules.

3.2. County shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

3.3. County shall take all necessary precautions for the safety of its employees and the public on and around the Roads as the Work is performed. County shall erect safeguards and traffic signs as required by law or regulation.

3.4. County may, at its own expense, employ or engage the services of subcontractors as County deems necessary to perform the Work.

4. PAYMENT

4.1. Town agrees to reimburse County for all labor, materials, machinery, and equipment used by County to perform the Work.

4.2. The estimated cost per mile for the center line, consisting of two four inch lines shall be Seven Hundred Seventy Dollars and Sixty-Eight Cents (\$770.68).

4.3. The estimated cost per mile for the edge line (for both sides of the road, consisting of two six inch lines) shall be One Thousand One Hundred Ninety-Nine Dollars and No Cents (\$1,199.00).

4.4. The Parties agree that the base amount under this Agreement shall be DOLLARS (\$\$\$\$\$).

5. ADDITIONAL WORK

5.1. Any additional pavement marking requested by Town shall be at the same rates. Town shall submit in writing its request for additional pavement marking.

6. INDEMNIFICATION

6.1. County agrees that it shall defend, indemnify and hold harmless Town from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of negligent performance of the Work by County.

6.2. County shall NOT be required to defend, indemnify and/or hold harmless Town from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from or alleging negligent acts by Town, including claims for negligent identification of the Roads by Town, negligent design, and negligent signing of the Roads.

7. INSURANCE REQUIREMENTS

7.1. County agrees that it shall maintain a policy of insurance which will insure against all claims under the New York State Workers' Compensation Law, at statutory limits. Said policy shall be maintained at County's expense, and remain in force at all times during the term of this Agreement.

8. INDEPENDENT CONTRACTOR STATUS

8.1. It is expressly agreed that the relationship of County, its subcontractors, and all of their collective employees, to Town shall be that of independent contractors. In accordance with their status, County, its subcontractors, and all of their collective employees covenant and agree that they will neither hold themselves out as, nor claim to be, officers or employees of Town and that they will not make any claim, demand or application for any right or privilege applicable to officers or employees of Town.

9. TERMINATION

9.1. Both Parties shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice to the other.

9.2. Town shall have the right to terminate this Agreement, for cause, immediately.

10. SEVERABILITY

10.1. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision with one that comes as close as possible to expressing the original intention of the Parties. Further, the Parties agree that all other provisions shall remain valid and enforceable.

11. ENTIRE AGREEMENT

11.1. This Agreement contains the binding agreement of the Parties and supersedes all other discussions and representations, written or oral, on the subject matter.

12. INCORPORATION BY REFERENCE

12.1. Exhibit A is deemed incorporated by reference into this Agreement, whether or not actually attached.

13. NON-WAIVER

13.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by either of the Parties to any provision of this Agreement shall not imply preceding or subsequent waiver of any other provision.

14. INTERPRETATION

14.1. A provision of this Agreement which requires a Party to perform an act shall be construed to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall be construed to prohibit the Party from permitting others within its control to perform the act.

14.2. Each Party shall be deemed to be required to perform all of its respective obligations under this Agreement, at its own expense, except to the extent that this Agreement specifies otherwise.

14.3. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

14.4. The terms "hereby," "hereto," "herein," "hereunder," and any similar term, as used in this Agreement, refer to this Agreement.

15. SECTIONAL HEADINGS

15.1. The sectional headings are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

16. AUTHORITY TO ACT/SIGN

16.1. The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein

17. ADVICE OF COUNSEL

17.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF (NAME)

By:

Anthony J. Picente, Jr.
Oneida County Executive

By:

NAME
Town Supervisor

Date: _____

Date: _____

By:

Mark E. Laramie, Commissioner
Oneida County DPW

By:

NAME
Highway Superintendent

Date: _____

Date: _____

APPROVED

By:

Robert Pronteau
Assistant County Attorney

Exhibit B

MATERIAL COST FOR PAINTING

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

February 5, 2021

COST FOR ONE (1) MILE OF CENTER LINE YELLOW PAINT

FOR TWO (2) 4" LINES

26 GALLONS YELLOW ROAD STRIPING PAINT PER MILE @ \$ 10.97 PER GALLON:	\$ 285.22
7 LBS BEADS PER GALLON OF YELLOW PAINT = 182 LBS @ \$0.22 PER POUND:	\$ 40.04
EQUIPMENT COST:	\$ 161.77
LABOR COST:	\$ 283.65
<u>TOTAL COST FOR ONE (1) MILE OF CENTER LINE YELLOW PAINT:</u>	<u>\$ 770.68</u>

COST FOR ONE (1) MILE OF EDGE LINE WHITE PAINT

FOR TWO (2) 6" LINES

32 GALLONS WHITE ROAD STRIPING PAINT PER MILE @ \$ 8.09 PER GALLON:	\$ 258.88
14 LBS BEADS PER GALLON OF WHITE PAINT = 224 LBS @ \$0.22 PER POUND:	\$ 49.28
EQUIPMENT COST:	\$ 323.54
LABOR COST:	\$ 567.30
<u>TOTAL COST FOR ONE (1) MILE OF EDGE LINE WHITE PAINT:</u>	<u>\$1,199.00</u>

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Dawn Catera Lupi
First Assistant

Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow

FN 20 21 - 164

PUBLIC SAFETY

WAYS & MEANS

May 12, 2021

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

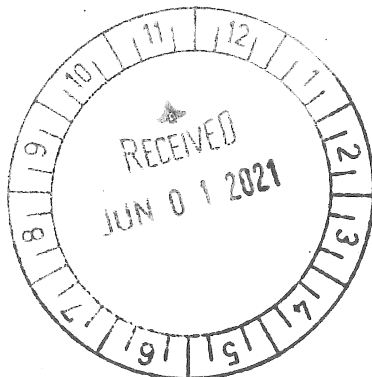
Enclosed is the yearly Federal Equitable Sharing Agreement for the District Attorney's Office. This is a federal forfeiture account used for providing equipment, training, and other services. This agreement provides a certification of an annual accounting of funds in the account. The total ending equitable sharing funds balance in 2020 was \$328,323.81.

I am hereby requesting your review and approval of this agreement. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

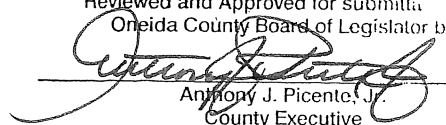
SDM/kn
Enc.



Sincerely,


Scott D. McNamara
Oneida County District Attorney

Reviewed and Approved for submission
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 6-1-21

Oneida Co. Department: District Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County District Attorney's Office
235 Elizabeth Street
Utica, New York 13501

Title of Activity or Service: Federal Equitable Sharing Agreement

Proposed Dates of Operation: 01/01/2020 – 12/31/2020 (Prior year's accounting)

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services

Federal forfeiture account used for providing equipment, training and other services. This is an annual accounting of funds in this account. A total amount of \$173,361.21 was received in 2020. The ending balance for 2020 is \$328,323.81. This includes a beginning balance of \$153,909.08 from the prior year.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: N/A

Account # N/A

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): Federal Forfeiture \$

Cost Per Client Served: None

Past Performance Data: None

O.C. Department Staff Comments: None

Mandated: X **Not Mandated:** _____

No additional County costs associated with this agreement.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: NY032013A
 Agency Name: Oneida County District Attorney's Office
 Mailing Address: 235 Elizabeth Street
 Utica, NY 13501

Type: Prosecutor's Office

Agency Finance Contact

Name: McNamara, Scott D.
 Phone: 315-798-5237 Email: smcnamara@ocgov.net

Jurisdiction Finance Contact

Name: Carvelli, Anthony
 Phone: 315-798-5750 Email: acarvelli@ocgov.net

ESAC Preparer

Name: DeMellier, Sarah
 Phone: 315-798-5611 Email: SDeMellier@ocgov.net

FY End Date: 12/31/2020

Agency FY 2021 Budget: \$4,970,335.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$153,909.08	\$0.00
2	Equitable Sharing Funds Received	\$173,361.21	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$1,053.52	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$174,414.73	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$328,323.81	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Matthew Montalbo

Company: Drescher and Malecki

Phone: (716)565-2299

Email: mmontalbo@dreschermalecki.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES NO

Prior year Single Audit Number Assigned by Harvester Database: 850077

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. **Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. **Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

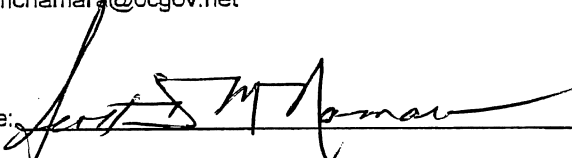
Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: McNamara, Scott D.
Title: Oneida County Dist. Atty.
Email: Smcnamara@ocgov.net

Signature:  _____ Date: 5/29/2021

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Picente, Anthony J.
Title: Oneida County Executive
Email: Apicente@ocgov.net

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



ONEIDA COUNTY
 DEPARTMENT OF EMERGENCY SERVICES
 FIRE COORDINATOR
 911 CENTER
 STOP DWI PROGRAM

ANTHONY J. PICENTE, JR.
 County Executive

EDWARD STEVENS
 Director

120 Base Road • Oriskany, New York 13424
 Phone: 315-765-2526 • Fax: 315-765-2529

May 10, 2021

Anthony J. Picente, Jr.
 Oneida County Executive
 Oneida County Office Building
 800 Park Ave
 Utica, N.Y. 13501

FN 20 21-165
PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The Department of Emergency Services has been awarded another grant from New York State Department of Homeland Security in the amount of \$64,000.00. This grant will be combined with another grant from New York State (a prior HazMat grant from 2018) for a total of \$128,000.00. These funds are going to be used to purchase much needed hazmat equipment. I respectfully request you forward this to the Board of Legislators for consideration at their next meeting.

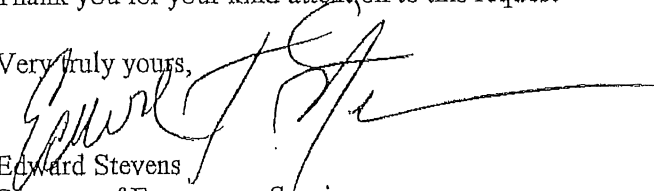
In addition, in order to spend these additional funds it is necessary to make some budgetary adjustments to Capital Project H-595.

I, therefore, request your approval and the Board's approval for an amendment to **Capital Project H-595 Emergency Services DHS 2018 HAZMAT Grant:**

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
H595 NYS Aid	\$64,000.00	\$64,000.00	\$128,000.00
Totals	\$64,000.00	\$64,000.00	\$128,000.00

Thank you for your kind attention to this request

Very truly yours,


 Edward Stevens
 Director of Emergency Services

CC: Comptroller
 County Attorney
 Budget

Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by


 Anthony J. Picente, Jr.
 County Executive

Date 5-18-21

Oneida Co. Department: Emergency Service

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Division of Homeland Security and
Emergency Services
1220 Washington Avenue
Building 7A, Suite 710
Albany, NY 12242

Title of Activity or Service: Haz Mat Grant

Proposed Dates of Operation: 4/1/2021 – 8/31/2022

Client Population/Number to be Served: Oneida County Residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** Funding will be used to upgrade Haz-Mat response equipment. This funding will cover the purchase of a HazMat Spectrometry System, as well as other upgrades and maintenance of hazmat equipment.
- 2) **Program/Service Objectives and Outcomes:**
Upgrade Haz-Mat equipment and related items with grant funding.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$64,000.00

Account #H-595

Oneida County Dept. Funding Recommendation: \$64,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State Grant Funds

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

Mandated: X **Not Mandated:** _____

Additional County Costs:

The County is planning to purchase a HazMat Spectrometry System. The Department of Emergency Services has a current quote for that System in the amount of \$102,000.00. This grant funding is being combined with the 2018 HazMat funding in the same amount, for a total of \$128,000.00. After the purchase of the HazMat Spectrometry System, there will be a balance of \$26,000.00 to upgrade and purchase other needed HazMat equipment. There are no additional costs to the County.

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p>NYS COMPTROLLER'S NUMBER: C835098 (Contract Number) ORIGINATING AGENCY CODE: 01077</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-8000460 MUNICIPALITY NO: (If applicable) 300100000 000 SFS VENDER NO: 1000002595 DUN & BRADSTREET NO: 075814186</p>	<p>INITIAL CONTRACT PERIOD: FROM 04/01/2021 TO 08/31/2022 FUNDING AMOUNT FOR INITIAL PERIOD: \$84,000.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (If applicable)</p>
<p>CHARITIES REGISTRATION NUMBER:</p> <p>n/a</p> <p>(Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: _____ Date: _____ State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente Jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>

4/16/2021

Award Contract

Award Contract

Project No.

HM19-1010-D00

Grantee Name

Oneida County

04/16/2021

Award Contract**Project No.**

HM19-1010-D00

Grantee Name

Oneida County

04/16/2021

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this 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 the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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 a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

total expenditure in excess of \$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 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. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment 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.

16. **NO ARBITRATION.** Disputes involving this 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.

17. **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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their 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 they offer will 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 they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall 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).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2012

Certified by - on

Award Contract**Project No.**

HM19-1010-D00

Grantee Name

Oneida County

04/16/2021

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') 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 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 TERMS AND CONDITIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the 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 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 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 categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

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

1. Appendix A-1¹

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D
4. The Face Page
5. Appendices B, C and D
6. Other attachments, including, but not limited to, the request for proposal or program application

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

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the 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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the 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 Contract shall attempt in good faith to reform the 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.

K. Interpretation: The headings in the 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 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.

L. 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.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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 services 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 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.

M. 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.

N. 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 Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. 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 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 Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 DHSES 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 Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

R. No Arbitration: Disputes involving the 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.

S. Secular Purpose: Services performed pursuant to the 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.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the 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.

U. 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.²

V. 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.

W. 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.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.

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

a. Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the 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 Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the 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 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 Contract as required in this Section and State Finance Law §179-t, the 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 Contract.

C. Termination:

1. Grounds:

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

b. Cause: The State may terminate the 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 Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

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

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

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

f. Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the 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 Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

Where the 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 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 Contract; or

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES 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 Contract shall not be reimbursed.

3. The 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 Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, 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. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=logIn>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. If travel expenses are an approved expenditure under this 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 Appendix C (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 (Appendix C) 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

Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (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 Appendix 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 Appendix C (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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:³ 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 Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contractor as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part

from any single payment or combination of payments otherwise due under the 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 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 Contract shall be submitted to DHSES 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 DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES 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 thirty (30) 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 DHSES contracting to purchase the goods or services or lease the real or personal property covered by the 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 Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. 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 Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the 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 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 Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

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

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall

comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (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 Appendix C (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 Appendix D (Work Plan and Special Conditions). 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 Appendix C (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 Appendix C (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 Contract, not later than the time period listed in Appendix C (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 Appendix D (Work Plan and Special Conditions).

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 Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

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

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (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 Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (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 DHSES 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 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 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 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 Contract and/or any subcontract entered into under the 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 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 Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

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

5. If requested by the State, 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 DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the 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 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 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 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 DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the 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 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 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 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 Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

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 Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 DHSES or State Agencies involved in the 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 2 CFR Part 200. 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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

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 Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the 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 Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G) (2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based Intranet and Internet information and applications development, or programming delivered pursuant to the 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 DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the 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 nondiscrimination 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 identity or 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 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 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 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 Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 – 6 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 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 Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the 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 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 Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the 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 DHSES 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 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 Contract. The Contractor further covenants and represents that as of the date of execution of the 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 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 Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

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

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

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

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the

term of the Contract.

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES 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 Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

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 Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to 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 DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these

terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

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

i. 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.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

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

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

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

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

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
- b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
- c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

- 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 Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES 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 DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will

also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, 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 financial capacity.

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES 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 the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES 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.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from

any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed Itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/state-agencies/travel>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR §200.320(f). A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable

deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for Interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier

subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=dlv6>.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.
2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.
3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the

Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmaticaly consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding

agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ 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 Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ 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 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.

⁷ Fifth Quarter Payments occur 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.

⁸ Not applicable to not-for-profit entities

VER 07/2020

Certified by - on

Award Contract

Project No.
HM19-1010-D00

Grantee Name
Oneda County

04/16/2021

Budget Summary by Participant

Oneda County
Oneda County Emergency Services - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	HazMat Spectrometry System	07CD-01-DPRS	1	\$64,000.00	\$64,000.00	\$64,000.00	\$0.00
Total					\$64,000.00	\$64,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$64,000.00	\$64,000.00	\$0.00

Herkimer County

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$64,000.00	\$64,000.00	\$0.00

Award Contract**Project No.**

HM19-1010-D00

Grantee Name

Oneida County

04/16/2021

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES 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. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. 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 Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) 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.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue

Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
 Attention: Contracts Unit
 State Office Building Campus – Bldg. 7A
 1220 Washington Avenue, Suite 610
 Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
 Calendar Quarter: April 1 - June 30 -- Report Due: July 30
 Calendar Quarter: July 1 - September 30 -- Report Due: October 30
 Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

4/16/2021

Award Contract

Rev. 07/2020

Certified by - on

Award Contract**Project No.**

HM19-1010-D00

Grantee Name

Onelida County

04/16/2021

Work Plan**Goal**

To promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - CBRNE Detection, Response and Decontamination

NYS Critical Capability

Primary - CBRNE Response and Decontamination

The development, sustainment and/or enhancement of HazMat team assets.

Task #1 for Objective #1

Purchase allowable CBRNE/Hazmat response equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced regional HazMat response team capabilities in the region. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

4/16/2021

Award Contract

Award Contract

Project No.

HM19-1010-D00

Grantee Name

Oneida County

04/16/2021

Special Conditions

Office of the Sheriff

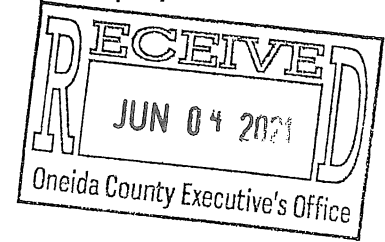
County of Oneida



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol



June 1, 2021

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 21-166

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has received an insurance claim in the amount of \$604.98. The insurance recovery is due to windshield damage to Sheriff's vehicle #457. I would like to request a Supplemental Appropriation of Funds in the amount of \$604.98 for Sheriff Auto Fleet Repairs.

I respectfully request your Board approval for the following **2021** supplemental appropriation:

TO:		
A3110.4522	Automotive Repairs	\$604.98

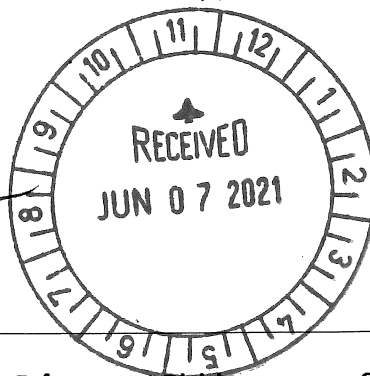
This supplemental appropriation will be fully supported by anticipated revenue in:

A2681	Insurance Recoveries - Sheriff	\$604.98
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I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,
Oneida County Sheriff



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 6/7/21

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

April 16, 2021

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Ave.
Utica, NY 13501

FN 20 21-167

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

The Sheriff's Office is requesting approval of a grant contract with the New York State Division of Criminal Justice Services that will enable the Sheriff's Office to purchase Livescan equipment. The grant award is in the amount of \$15,000.00 and requires a match of \$5,000.00 from the County. This grant is set to begin on December 1, 2020 and will expire November 30, 2021.

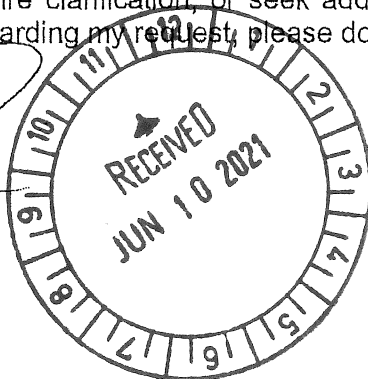
The funds obtained from this grant will be used to replace equipment that was purchased in 2010 and has reached end of life. This old equipment can no longer be repaired to comply with current DCJS standards.

If you find the enclosed grant contract acceptable, I respectfully request that you forward it to the Board of Legislators for approval at their next meeting date.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

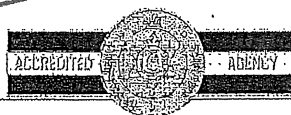
Robert M. Maciol
Robert M. Maciol
Sheriff



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 6-9-21



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Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	Grant

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: Grant for Purchase of LiveScan Equipment

Proposed Dates of Operation: December 1, 2020 to November 30, 2021

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** This grant will be used to replace LiveScan equipment that has reached end of life and can no longer be repaired.
- 2) **Program/Service Objectives and Outcomes:** This will give the Sheriff's Office the ability to replace equipment that was purchased in 2010 that can longer be repaired.
- 3) **Program Design and Staffing:** LiveScan Systems in Patrol Booking will be replaced with new LiveScan systems to comply with current DCJS Standards.

Total Funding Requested: \$20,000.00	Account #	A3120.295 Expense
		A3384 Revenue

Oneida County Dept. Funding Recommendation: \$20,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$15,000 State/\$5,000 County

Cost Per Client Served: NA

Past Performance Data: NA

O.C. Department Staff Comments: This funding will allow the Sheriff's Office to purchase LiveScan equipment which will replace the old, outdated equipment purchased back in 2010.

Mandated: X **Not Mandated:** _____

County funding is needed in the amount of \$5,000.00 as a required match in the grant.

Additional County Costs are incurred with this purchase, as the grant does not fully cover the equipment.

New York RIC LiveScan System Desktop Tenprint/Palmprint - \$20,600.00

Data Migration (one time fee) - \$2,500.00

Annual Subscription – NY RIC/CAPS TPE Identity Services Platform - \$2,500.00

Total: \$25,600.00

Minus grant funding \$15,000.00

County cost of: \$10,600.00

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T662342 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> Livescan Equipment Program 2020 <u>DCJS NUMBERS:</u> CH19662342 <u>CFDA NUMBERS:</u> 16.554</p>
<p><u>INITIAL CONTRACT PERIOD:</u> FROM 12/01/2020 TO 11/30/2021 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$15,000.00</p>	<p><u>AMENDED CONTRACT PERIOD:</u> FROM TO <u>FUNDING AMOUNT FROM AMENDED PERIOD:</u></p>
<p><u>TRANSACTION TYPE:</u> New</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000 <u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. <u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A1 Master Grant Agreement & Program Specific Terms and Conditions <input checked="" type="checkbox"/> APPENDIX A2 Federally Funded Grants Special Conditions <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.</p>	
<p><u>NYS Division of Criminal Justice Services</u> BY: , Date: Office of Program Development and Funding <u>State Agency Certification:</u> In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. <u>GRANTEE:</u> In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master</p>	

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

BY: Hon. Anthony J. Picente jr., County Executive Date:

ATTORNEY GENERAL'S SIGNATURE	APPROVED, Thomas P. DiNapoli, State Comptroller
Title:	Title:
Date:	Date:

Award Contract

Livescan Equipment Program 2020

Project No.

Grantee Name

LS20-1134-D00

Oneida County

01/28/2021

NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES
GRANT CONTRACT

APPENDIX A-1

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) 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 Contract,

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

STATE 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 this Contract to the Contractor or to anyone else beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the 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 Contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law 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 Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

C. Order of Precedence:

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

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix B, Appendix C and Appendix D
4. The Face Page
5. Appendix B, Appendix C and Appendix D
6. Modification to Appendix A-1
7. Other appendices, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Funding Amount for Initial Period' 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 Contract shall not exceed the applicable amounts specified in the applicable Appendix B (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the 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 Contract, the parties shall revise or complete the appropriate appendix form(s). In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become invalid, 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 this Appendix in Section V(C) herein.

G. Governing Law: This 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 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 Contract shall attempt in good faith to reform the 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 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 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 services, or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).
3. Notices to the Contractor shall be addressed to the Contractor's designee.
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 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 representatives for the purposes of receiving notices under the 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 Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 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 Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or in interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 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 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 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: Service performed pursuant to the 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 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.

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 Contract are identified in Appendix D (Workplan and Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal law, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix D (Workplan and Special Conditions) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.

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

a) Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the 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 the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the 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 circumstances.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the 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 Contract as required in this Section and State Finance Law §179-t, the 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 Contract.

C. Termination:

1. Grounds:

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

b) Cause: The State may terminate the 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 Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

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

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

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the 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 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 Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the 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 Contract. In no event shall the state be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

Where the 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 Contract for the purposes set forth herein, the State may, as 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 Contract, or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the 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 approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The 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 Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under this 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 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 Appendix C (Payment and Reporting Schedule) and Appendix D (Workplan and Special Conditions).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Appendix C (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) 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 Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpected 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 Contract in accordance with this Section and the applicable claiming schedule in Appendix C (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 Appendix B (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 (iii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (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 Appendix D (Work Plan and Special Conditions).

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 Appendix D (Work Plan and Special Conditions).

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 Appendix D (Work Plan and Special Conditions).

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 Reimbursement²: 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 Appendix C (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement³: Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement⁴: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement⁵: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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

i) Fifth Quarter Payments⁶: Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

2 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 Contract effort.

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

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

5 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 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.

6 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.

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 Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the 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 to setoff and recoupment.

5. The State shall not be liable for payments on the 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 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 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 of 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 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 person 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 service or lease the real or personal property covered by the 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 Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. 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 Office address listed in Section V (A)(2).

2. If at the end or termination of the Contract, there remains any unexpected balance of the monies advanced under the 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 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 Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the 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 Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (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 Appendix C (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 Appendix C (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 Appendix D (Work Plan and Special Conditions). 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 Appendix C (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 Appendix C (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 Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilizing in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) and Appendix D (Work Plan and Special Conditions) as applicable:

(i) *Progress Reports*: 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 Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (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 Appendix C (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 Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (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 Appendix C (Payment and Reporting Schedule) and Appendix D (Workplan and Special Conditions) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Work Plan and Special Conditions) as applicable.

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 Contractor 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 Contract, including but not limited to the following: death or serious injury, an arrest or possible criminal activity that could impact the successful completion of this project, any destruction of property, significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the 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 Contract and/or any subcontract entered into under

the 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 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 Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the state, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

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

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State Agency, as applicable, rendered and required for supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the 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 as 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 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 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 Contract and its own cost and expense. The Contractor shall procure and maintain insurance 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 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 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 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 Contract.

a) For cost-reimbursement 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 Contract shall be governed by the terms and conditions of the most recent versions of the *DOJ Grants Financial Guide*.

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 Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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 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) 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 2 CFR Part 200. 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 Appendix D (Workplan

and Special Conditions).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the 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 and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

G. Publicity:

1. Publicity includes, but is not limited to: news conferences, new 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, presentation or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best effort to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements, or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the 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 acknowledgements and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Intranet information and applications development, or programming delivered pursuant to the 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 when 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 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 identity or 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 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 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 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 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 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 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status,
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts,
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation,
4. At the request of the State, the Comptroller 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 should 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 Contract, or (ii) unemployment 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 Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the 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 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 Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the 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 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 Contract. The Contractor further covenants and represents that as of the date of execution of the 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 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 Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor, and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any

time during the term of the Contract based on:

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

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

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

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

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

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

7 Not applicable to not-for-profit entities.

V. AGENCY SPECIFIC TERMS AND CONDITIONS

A. Designees

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)
Office of Program Development and Funding
80 S. Swan St.
Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1), refunds shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services, Grants Unit
80 S. Swan St.
Albany, NY 12210

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

B. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

C. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs a. and b., including multiple budget modifications that cumulatively exceed the thresholds provided, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs a. or b., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

3. Grant Amendment Request (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the Contract for such contract budget term. The reallocation request must also include the completed Grant Amendment

Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

D. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determined and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

E. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

F. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable. 2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

4. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

G. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all

procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

1. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.
2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:
 - a) If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
 - b) A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
 - c) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.
 - d) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.
4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services, equal provision of information to all interested parties, reasonable deadlines, sealed bids opened at one time before a committee who will certify the process, establishment of the methodology for evaluating bids before the bids are opened, and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.
5. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

H. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

- a) The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state contracts as defined therein, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b) The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS 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 group members and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be 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 V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which has been specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following Internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250, (212) 803-2414, or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where the MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to 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 DCJS for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

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

b) Contractor shall comply with the following provisions of Article 15-A:

i. 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.

ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the

contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a.) through (c.) above and Paragraph (e) of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

d) Workforce Employment Utilization Report

i. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

4. MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for

the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

b) If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a) Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

- i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and
- ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are accessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's 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 DCJS.

8. M/WBE and BEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

a) M/WBE

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

- i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.
- iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.
- v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- vi. Ensure that progress payments to M/WBEs are made on a timely basis so that financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

b) EEO

- i. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- ii. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.
- iii. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- iv. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- v. This organization will include the provisions of sections (i) through (iv) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Contractor agrees to comply with all MWBE and EEW contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Contract.

I. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

J. Accounting and Audits

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.
2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.
3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.
4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
5. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
6. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements, maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles, and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

K. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

L. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

M. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

N. Refunds

If at the end of this Contract there remains any unexpected balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpected balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

O. Limit on Overtime Earnings

If Appendix B, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

P. Subawards/Subcontractor

None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

- * Activities to be performed,
- * Time schedule,
- * Project policies,

- * Other policies and procedures to be followed,
- * Dollar limitation of the agreement,
- * Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Work Plan and Special Conditions) of the Contract, and
- * Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

Q. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

R. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

S. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

T. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

U. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate in the Upstate New York State Intelligence Center (UNYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

V. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at:
<http://www.its.ny.gov/tables/technologypolicyindex.htm>.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/adytech/ebts.pdf>

http://criminaljustice.ny.gov/stdpractices/main_menu.htm

<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

W. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) services as applicable.

X. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found online at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf.

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Z. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

AA. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-I, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification

cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification from described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcmtgrntfrms.htm> and is required from grantees as part of the submission in the applicable state grants management system.

VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

Aid to Crime Labs Program

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially effecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity of forensic results committed by employees of the subcontractor. The contractor further agrees the integrity of forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationships with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effective in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if

appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Initiatives Request for Applications (RFA).

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

New York State Defender's Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program, in which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract, understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA

attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets, or would otherwise compromise the interest of any client.

10/31/19 VERSION

Certified by - on

Award Contract

Livescan Equipment Program 2020

Project No.

Grantee Name

LS20-1134-D00

Oneida County

01/28/2021

ATTACHMENT A-2, FEDERAL AWARD SPECIAL CONDITIONS

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1. Requirements of the award, remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of the award. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the Contractor, the authorized Contractor official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized Contractor official.

Failure to comply with any one or more of these award requirements - whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs (OJP) or Office on Violence Against Women (OVW), as applicable, taking appropriate action with respect to the Contractor and the award. Among other things, the OJP/OVW may withhold award funds, disallowing costs, or suspend or terminate the award. The U.S. Department of Justice ('DOJ'), including OJP/OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18

U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in the United States Code of Federal Regulations (CFR) found at C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the 'Part 200 Uniform Requirements') apply to this FY 20xx award from the Office of Justice Programs (OJP) or Office on Violence Against Women (OVW), as applicable.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 20xx award supplements funds previously awarded by OJP/OVW under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 20xx award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ('subgrants'), see the OJP website at:

<https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Contractor must retain - typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies - and to which the Contractor must provide access, include performance measurement information, in addition, to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333. The Contractor agrees that all financial records indicated at 2 C.F.R. 200.333. The Contractor agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final expenditure report or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

In the event that a grant-related question arises from documents or other materials prepared or distributed by DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor is to contact DCJS promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

Reference to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the 'DOJ Grants Financial Guide' available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The Contractor agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 2, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially to a new Title 34, entitled 'Crime Control and Law Enforcement.' The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been

reclassified to the new Title 34. This rule of construction specifically includes through award conditions, and references set out in other award requirements.

5. Requirements related to 'de minimis' indirect cost rate

A Contractor that is eligible under the Part 200 Uniform Requirements and other applicable law to use the 'de minimis' indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the 'de minimis' indirect cost rate, must advise DCJS in writing to both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The 'de minimis' rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirements related to System for Award Management and Universal Identifier

The Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the Contractor's obligations related to SAM and to unique entity identifiers are posted on the OJP website at <https://ojp.gov/funding/Explore.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. Employment eligibility verification for hiring under the award

The Contractor must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the Contractor's obligations under this condition are posted on the OJP website at: <https://www.ojp.gov/funding/Explore/LegalOverview2019> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJS, before award acceptance.

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Contractor must have written procedures in place to respond in the event of an actual or imminent 'breach' (OMB M-17-12) if it (or a Subcontractor) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of 'personally identifiable information (PII)' (2 C.F.R. 200.79) within the scope of an OJP/OVW grant-funded program or activity, or (2) uses or operates a 'Federal information system' (OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP/OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. All subawards ('subgrants') must have specific federal authorizations

The Contractor must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a 'subaward' (and therefore does not consider a procurement 'contract').

The details of the requirement for authorization of any subaward are posted on the OJP website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ('subgrants') must have specific federal authorization), and are incorporated by reference here.

10. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Contractor must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a procurement 'contract' (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

11. Unreasonable restrictions on competition under the award, association with federal government

No Contractor may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an 'associate of the federal government' (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

The details of the Contractor's obligations under this condition are posted on the OJP website at: <https://www.ojp.gov/funding/Explore/LegalOverview2019> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Unreasonable restrictions on competition under the award, association with federal government), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including requirements and OJP/OVW authority to terminate award)

The Contractor must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as 'employees' of the Contractor.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by Contractors related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award) is to benefit a set of individuals under 18 years of age.

The Contractor, must make determinations of suitability before certain individuals may interact with

participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at: <https://ojp.gov/funding/Explore/Interact-Minors.htm> and on the OVW website at <https://www.justice.gov/ovw/award-condition> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Contractor must comply with all applicable laws, regulations, policies and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of 'Postaward Requirements' in the '2015 DOJ Grants Financial Guide').

15. Training Guiding Principles

Any training or training materials that the Contractor - develops or delivers with these funds must adhere to the Training Guiding Principles for Grantees and Subgrantees, available at:

OJP - <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>

OVW - <https://www.justice.gov/ovw/grantees#Resources>.

16. Effect of failure to address audit issues

The Contractor understands and agrees that DCJS may withhold award funds, or may impose other related requirements, if (as determined by the DCJS or the DOJ awarding agency) the Contractor does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain 'education programs'.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Contractors that are faith-based or religious organizations.

The text of the regulation, now entitled 'Partnerships with Faith-Based and Other Neighborhood Organizations', is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR 'current' data.

20. Restrictions on 'lobbying'

In general, as a matter of federal law, federal funds awarded by OJP/OVW may not be used by the Contractor, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

(There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. For example, the Contractor may, use OVW federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.)

Another federal law generally prohibits federal funds awarded by OJP/OVW from being used by the Contractor to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Contractor would or might fall within the scope of these prohibitions, the Contractor is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS.

21. Compliance with general appropriations-law restrictions on the use of federal funds (FY 20xx)

The Contractor must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various 'general provisions' in the Consolidated Appropriations Act, 20xx, are set out at: <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award conditions: General appropriations-law restrictions on use of federal award funds) and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS.

22. Reporting potential fraud, waste, and abuse, and similar misconduct

The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award - (1) submitted a claim that violates the False Claims Act, or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W, Room 4706, Washington, DC 20530, (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at 800-869-4499 (phone) or 202-616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

23. Restrictions and certifications regarding non-disclosure agreements and related matters

No Contractor under this grant, or entity that receives a procurement contract or subcontract with any funds under this grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this grant, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this grant, the Contractor-

a. represents that it neither requires nor has required internal confidentiality agreement or statements for employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit presumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Contractor does or is authorized under this grant to make subgrants, procurement contracts, or both-

a. it represents that-

1) it has determined that no other entity that the Contractor's application proposes may or will receive grant funds (whether through a subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and

2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to DCJS and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

24. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal, notice to employees)

The Contractor must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

25. Encourage of policies to ban text messaging while driving

Pursuant to Executive Order 13513, 'Federal Leadership on Reducing Text Messaging While Driving,' 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Contractors to adopt and enforce policies banning employees while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

26. Consultant compensation rates

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, Contractors must submit to DCJS a detailed justification and have such justification approved by DCJS, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Contractors are required to maintain documentation to support all daily or hourly consultant rates.

27. Requirement for data on performance and effectiveness under the grant

The Contractor must collect and maintain data that measure the performance and effectiveness of work under this grant. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

28. Compliance with National Environmental Policy Act and related statutes

Upon request, the Contractor must assist DOJ Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the Contractor or by a subgrantee. Accordingly, the Contractor agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the Contractor agrees to contact BJA.

The Contractor understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Contractor, a subgrantee, or any third party, and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

1. New construction;
2. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register for Historic Places;
3. A renovation, lease, or any proposed use of a building or facility that will either

- a. result in a change in its basic prior use or
 - b. significantly change its size;
4. Implementation of a new program involving the use of chemicals other than chemicals that are
 - a. purchased as an incidental component of a funded activity and
 - b. traditionally used, for example, in office, household, recreational, or education environments, and
 5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Contractor understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The Contractor further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjia.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Contractor's Existing Programs or Activities: For any of the Contractor's existing programs or activities that will be funded by these grant funds, the contractor, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

29. FFATA reporting: Subawards and executive compensation

DCJS must comply with applicable requirements to report Contractor awards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the Contractor. The details DCJS obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at: <https://ojp.gov/funding/Explore/FFATA.htm> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Program-Specific Federal Award Conditions - Section 2

30. The following terms and conditions apply only to the Contractors receiving funds under the Identified program:

Edward Byrne Memorial Justice Assistance Grant (Byrne JAG) - Section 2.1

Justice Information Sharing - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Contractor must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. The Contractor shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/fsp_grantcondition. The Contractor shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Avoidance of duplication of networks - To avoid duplication existing networks or information technology (IT) systems in any initiatives funded by this grant for law enforcement information sharing systems which involve

interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Contractor can demonstrate to the satisfaction of DCJS that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Compliance with 28 C.F.R. Part 23 - With respect to any information technology system funded or supported by funds under this award, the Contractor must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the Contractor may be fined as per 42 U.S.C. 3789g(c)-(d). The Contractor may not satisfy such a fine with federal funds.

Protection of human research subjects - The Contractor must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

Law enforcement task forces - required training - Within 120 days of award acceptance, each current member of a law enforcement task force funded with grant funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this grant, or once every four years if multiple OJP grants include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If grant funds are used to support a task force, the Contractor must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's website and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Required attendance at BJA-sponsored events - The Contractor must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

Prohibition on use of award funds for match under BVP program - JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Certification of body armor 'mandatory wear' policies - The Contractor agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this grant have a written 'mandatory wear' policy in effect. This policy must be in place for at least all uniformed officers before any funds must be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Body armor - compliance with NIJ standards - Ballistic-resistance and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/bodyarmor/pages/safety-initiative.aspx>.

Required data on law enforcement agency training - Any law enforcement agency receiving funding from this JAG grant must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Prohibition Expenditures List - Grant funds may not be used for items that are listed on the Prohibited

Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here:
<https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

Controlled expenditures - prior written approval required - Grant funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA.

The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

Controlled expenditures - incident reporting - If an agency uses grant funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-(1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source, and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LEEequipment-WG-Final-Report.pdf>.

Sale of items on Controlled Expenditure List - Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with grant funds may be transferred or sold to the third party, except as described below:

- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.
- b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this grant.
- c. Agencies may not transfer or sell any Controlled Equipment purchased under this grant to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The Contractor must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with grant funds, and must abide by any applicable laws (including regulations) in such disposal.

Prohibited or controlled expenditures - Effect of failure to comply - Failure to comply with a grant condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

Controlled expenditures - Standards - Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with grant funds must adopt robust and specific written policies and protocols governing General Policies Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing, (b) Constitutional Policing, and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment, (b) Supervision of Use, (c) Effectiveness Evaluation, (d) Auditing and Accountability, and (e) Transparency and Notice Considerations. Upon OJP's request, the Contractor must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

Use of funds for DNA testing, upload of DNA profiles - If grant funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ('CODIS',

the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this grant may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Grant funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

Investigations of Clandestine Methamphetamine Laboratories - No monies from this award or the accompanying match may be obligated to support the investigations, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capacity to ensure compliance and monitor activities.

Confidentiality of data - The Contractor must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

Paul Coverdell Forensic Sciences Improvement Grant (Coverdell) - Section 2.2

Generally Accepted Laboratory Practices - The Contractor shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies. External Investigations. The Contractor shall ensure that requirements associated with 34 U.S.C. section 10562(4) (which relate to process in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office) that will receive any portion of the award either is accredited, or will use a portion of this award to prepare and apply for accreditation, the Contractor shall ensure that for any sub-award it makes under this award, it will require in a legally-binding and enforceable writing, such as the sub-award documentation (for example, sub-award terms and conditions), that its subrecipient: 1) if accredited, must continue to demonstrate such accreditation as a condition of receiving or using the sub-award funds, or 2) if not accredited, must use the sub-award funds to prepare and apply for accreditation. The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Forensic Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding the NIJ will consider to be acceptable documentation of accreditation. The Contractor is to contact the NIJ grant manager for clarification or guidance if it should have any question as to what constitutes proper accreditation for the purposes of the Coverdell program. Award funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that NIJ determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient. The Contractor agrees to notify NIJ promptly upon any change in the accreditation status of any forensic science laboratory or forensic laboratory system that receives funding under this award.

Use of Funds, No Research - Funds provided under this award shall be used for the purposes and types of expenses set forth in the solicitation. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ grant manager prior to incurring the expense or commencing the activity in question.

Performance Measures. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the end of grant period), if applicable to the award, and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with these Coverdell funds, if applicable to the award. Contractors are required to collect and report data relevant to these measures.

The Contractor understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The Contractor further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit. The Contractor understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The Contractor further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the solicitation. The Contractor understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The Contractor further understands and expended within ninety (90) days of the end of the award period must be returned to OJP.

The Contractor understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its methods of allocating fees received for such services to program income. Notice must be provided in writing to the NIJ grant manager for the award within ten (10) business days of implementation of the change.

The Contractor acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, NIJ assumes that Contractors (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The Contractor shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award, (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this award be extended, the Contractor shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the Contractor shall submit the required information as to any period not covered by prior reports as part of its final report. The Contractor understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

Copyright, Data Right - The Contractor acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or sub-award, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. 'Data' includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General). It is the responsibility of the Contractor (and of each subrecipient, if applicable) to ensure that this condition is included in any sub-award under this award. The Contractor has the responsibility to obtain from subrecipients and subcontractors (if any) all rights and data necessary to fulfill the Contractor's obligations to the Government under this award. If a proposed sub-recipient or subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data

collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

To assist in information sharing, the Contractor shall provide the NIJ grant manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the Contractor for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NU in responding to any inquiries that may arise. Any publications - excluding press release and newsletters - whether published at the Contractor's or government's expense, shall contain the following statement: 'This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.' This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

John R. Justice Prosecutors and Defenders Incentive Act - Section 2.3

By accepting this award, the Contractor agrees to abide by and comport with all requirements, applicable definitions, and conditions of the authorizing statute (34 U.S.C. 10671) and any related regulations or other guidance promulgated by the Department of Justice.

Subawards using these funds shall be made to lending institutions holding qualifying loans and may not be made directly to an individual beneficiary. No JRJ funds may be applied to repay a loan described in 42 U.S.C. §3797cc-21(b)(3)(B).

Contractors agree to cooperate with BJA in requiring that all current fiscal year beneficiaries of JRJ funds execute the John R. Justice Student Loan Repayment Program (JRJLRP) Service Agreement, Secondary Service Agreements, as well as any addenda and associated documentation thereto. As part of this responsibility, Contractors will be required, on a schedule to be determined by BJA, to both: (1) collect said documentation from each individual JRJ beneficiary in their State, and (2) submit to BJA the compiled record of all documents collected under sub. (1) by uploading the same into OMS (or in a manner otherwise prescribed by BJA).

In selecting individual beneficiaries, Contractors agree to give priority consideration to those individuals who have an ongoing John R. Justice Loan Repayment Program (JRJLRP) Service Agreement obligation at the time of selection. The Contractor will only re-select individuals whom the Contractor reasonably believes will continue to maintain their eligibility to receive JRJ benefits.

Contractors agree to cooperate with BJA by annually assessing, through engagement with prosecutor and public defender offices, the impact of the John R. Justice Grant Program on the recruitment and retention of prosecutors and public defenders in the state or territory. This may be accomplished qualitatively, through surveys, leader interviews, a focus group or other methods. As part of this responsibility, Contractors will be required, on a schedule to be determined by BJA, to submit to BJA a copy of the impact assessment(s) by uploading the same into OMS (or in a manner otherwise prescribed by BJA).

Confidentiality of data - The Contractor must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

The Contractor agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted

dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or government's expense, shall contain the following statements: 'This project was supported by Grant No. 2019-J2-BX-0005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.' The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

National Criminal History Improvement Program (NCHIP) & NICS Act Record Improvement Program (NARIP) - Section 2.4

Contractor agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard. 'Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information' (ANSI/NIST-ITL 1-2007 Part I) and other reporting standards of the FBI.

Contractor agrees that criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds will be compatible, where applicable, with the National Incident-Based Reporting System (NIBRS, the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.

Protective order systems developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the Contractor must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio-visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) cost of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators, and
- 14) any other costs associated with the event.

The Contractor must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported. Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (A Contractor may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

The value or amount of any 'non-federal share', 'match', or cost-sharing contribution incorporated into the OJP OCFO-approved budget for this award is part of the 'project cost' for purposes of the Part 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the OJP-approved budget that are provided as 'match' or through 'cost sharing'.

Residential Substance Abuse Treatment for State Prisoners (RSAT) - Section 2.5

The Contractor agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or government's expense, shall contain the following statements: 'This project was supported by Grant No. 2019-J2-BX-0005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.' The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (A Contractor may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Sexual Assault Services Formula Program (SASP) & Violence Against Women Formula Grant (VAWA) - Section 2.6

Sexual Assault Services Formula Program (SASP) - Special Conditions of SASP Awards - Section 2.6.1

Use of funds for direct intervention and related assistance - The Contractor agrees that funds will only be used for the provision of direct intervention and related assistance to victims of sexual violence and their family and household members, including 24-hour crisis line services, medical and criminal justice/civil legal accompaniment, advocacy, and short-term individual and group support counseling. Funds cannot be used towards prevention education efforts, projects focused on training allied professionals and/or communities, or the establishment or maintenance of Sexual Assault Response Teams.

Violence Against Women Formula Grant (VAWA) - Special Conditions for VAWA Awards - Section 2.6.2

Ongoing compliance with statutory certifications - The Contractor agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the Contractor's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. §10449(e) (regarding judicial notification), 34 U.S.C. §10450

(regarding certain fees and costs), and 34 U.S.C. §10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination of suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

Requirements for Contractors providing legal assistance - The Contractor agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the Contractor. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or (B)(i) is partnered with any entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide, (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim services provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials, (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work, and (4) the Contractor's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The Contractor also agrees to ensure that any subrecipient ('subgrantee') at any tier will comply with this condition.

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

Sexual Assault Services Formula Program (SASP) & Violence Against Women Formula Grant (VAWA) - Conditions Applicable to both SASP & VAWA Awards - Section 2.6.3

Availability of general terms and conditions on OVW website - The Contractor agrees to follow the applicable set of general terms and conditions that are available at: <https://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in this award document.

Compliance with statutory and regulatory requirements - The Contractor agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

VAWA 2013 nondiscrimination condition - The Contractor acknowledges that 34 U.S.C. §12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ('subgrantees') at any tier will comply with this provision.

Misuse of award funds - The Contractor understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Confidentiality and information sharing - The Contractor agrees to comply with the provisions of 34 U.S.C. §12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and 'Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. §12291(b)(2))' on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs.grantees>. The recipient also agrees to ensure that all subrecipient ('subgrantees') at any tier meet these requirements.

Activities that compromise victim safety and recovery or undermine offender accountability - The Contractor agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims, project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing, or any other activities outlined in the solicitation under which the approved application was submitted.

Subcontractor product monitoring - The Contractor agrees to monitor subcontractors to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

Copyrighted works - Pursuant to 2 C.F.R. 200.315(b), the Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a Contractor, for federal purposes, and to authorize others to do so.

In addition, the Contractor (or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work, or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Contractor (and of each subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

Publication disclaimer - The Contractor agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: 'This project was supported by Grant No. awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice.' The Contractor also agrees to ensure that any subrecipient at any tier will comply with this condition.

Publication disclaimer for SAS Formula subrecipients and VAWA Stop Formula - The Contractor agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: 'This project was supported by Subgrant No. awarded by the state administering office of the Office on Violence Against Women, U.S. Department of Justice's SAS Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice.'

Contractor program income - Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without the prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, Contractors must seek approval from DCJS prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by DCJS must be reported by the Contractor to DCJS so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases and decreases) during the project period, DCJS must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both DCJS and the Contractor.

Coronavirus Emergency Supplemental Funding Program (CESF) - Section 2.7

The 'Emergency Appropriations for Coronavirus Health Response and Agency Operations' law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.

Justice Information Sharing - Recipients are encouraged to comply any information-sharing projects under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to confirm to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must Document approaches to information sharing and describe compliance with GSP and appropriate privacy policy that protects shared information.

Avoidance of duplication of networks - To avoid duplicating existing networks or IT systems in any initiatives funded by this grant for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

Expenditure requiring prior approval - No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

Nothing in the award special conditions shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to 'supplant' State or local funds.

Use of funds for DNA testing, upload of DNA profiles - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ('CODIS', the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this grant may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

Body armor - compliance with NIJ standards and other requirements - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-

resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/bodyarmor/pages/safety-initiatives.aspx>.

Victims of Crime Act (VOCA) Awards - Section 2.8

The recipient, and any subrecipient ('subgrantee') at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 201.03(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victims assistance 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and undeserved victims of violent crimes as identified by the State.

Demographic Data

The recipient assures that its subrecipient will collect and maintain information, on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have been on services to crime victims within the jurisdiction.

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated, OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY2017, are available until the end of FY 2020).

Certified by - on

Award Contract

Livescan Equipment Program 2020

Project No.

Grantee Name

LS20-1134-D00

Oneida County

01/28/2021

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	LiveScan Equipment	1	\$20,000.00	\$20,000.00	\$15,000.00	\$5,000.00
Justification: Replace outdated end of life LiveScan Equipment purchased in 2010						
Total				\$20,000.00	\$15,000.00	\$5,000.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$20,000.00	\$15,000.00	\$5,000.00

Oneida County Sheriffs Office

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$20,000.00	\$15,000.00	\$5,000.00

Award Contract

Livescan Equipment Program 2020

Project No.

Grantee Name

LS20-1134-D00

Oneida County

01/28/2021

ATTACHMENT C, PAYMENT AND REPORTING SCHEDULE**III. Special Payment and Reporting Provisions****For All Grantees:**

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office

of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applicantgrntfirms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly as defined in Attachment D Section II of this Master Contract. Prior period adjustments shall be reported in the same accounting period that the correction was made. Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services, Grants Unit
80 So. Swan St.
Albany, NY 12210

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

Certified by - on

<u>Award Contract</u>	Livescan Equipment Program 2020
Project No.	Grantee Name
LS20-1134-D00	Oneida County
	01/28/2021

APPENDIX D - Work Plan

Goal

To purchase and replace outdated equipment

Objective #1

Reflective of the award purpose, the Oneida County Sheriff's Office will identify the Livescan equipment to be acquired, research costs, purchase, and install the Livescan equipment by the end of the contract period.

Task #1 for Objective #1

Within the first three months of the contract period, the grantee will obtain quotes and identify a vendor based upon appropriate procurement policies and procedures.

Performance Measure

- 1 Provide the accepted quote for the LiveScan to be ordered by upload as an attachment in GMS

Task #2 for Objective #1

On or before the end of the second quarter, the grantee will work with the chosen vendor to order the selected equipment.

Performance Measure

- 1 Provide the description of the Livescan to be ordered, outlining how it meets DCJS Standards
- 2 Provide the date the Livescan was ordered

Task #3 for Objective #1

By the end of the contract period, the grantee will have all Livescan equipment installed and operational.

Performance Measure

- 1 Provide the date and location of the installation of each LiveScan unit.
- 2 Indicate the date the Equipment Inventory Report (EIR) module was completed in GMS
- 3 Provide a brief narrative describing your agencies plan to institutionalize the Livescan program when DCJS funds are no longer available.

Award Contract

Livescan Equipment Program 2020

Project No.

Grantee Name

LS20-1134-D00

Oneida County

01/28/2021

Additional Special Conditions



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

June 7, 2021
The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 20 21-168

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office was recently awarded a grant from the New York State Division of Criminal Justice Services in the amount of \$500.00 under the GIVE project. I am requesting approval of this grant contract.

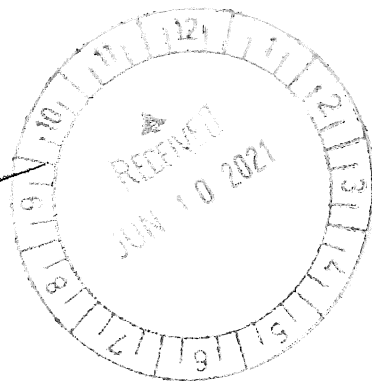
The grant contract began on July 1, 2020, and ends on June 30, 2021. There are no County Dollars needed for this contract. The goal of GIVE is to assign deputies on an overtime basis to conduct narcotics operations (involving gun possession), robbery investigations (involving gun monitoring), warrant executions on top offenders, gang monitoring and surveillance, and multi-agency collaborations to reduce shootings and homicides. Deputies are assigned to the Gun Violence Strike Team (headed by UPD) and utilized in addition to the established multi-agency Emergency Response Team (ERT).

If you find the enclosed grant contract acceptable, I ask that you forward the same to the Board of Legislators for approval at their next meeting date. This contract will require electronic signature in the GMS portal once approved.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 6-9-21



Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other **XXX**

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: Grant Contract

Proposed Dates of Operation: July 1, 2020 – June 30, 2021

Client Population/Number to be Served: Oneida County Residents

Summary Statements:

- 1) **Narrative Description of Proposed Services:** This grant is part of the GIVE Project. The goal of this grant is to assign deputies on an overtime basis, to conduct narcotics operations (involving gun possession), robbery investigations (involving gun monitoring), warrant executions on top offenders, gang monitoring and surveillance, and multi-agency collaborations to reduce shootings and homicides. Deputies will be assigned to the Gun Violence Strike Team (headed by UPD) and will be utilized in addition to the established multi-agency Emergency Response Team (ERT).
- 2) **Program/Service Objectives and Outcomes:** Using an average overtime cost of \$50 per hour, the Sheriff's Office will schedule approximately 10 hours throughout the year.
- 3) **Program Design and Staffing:** This grant will be used to pay overtime expenses.

Total Funding Requested: \$500.00 **Account #** A3384

Oneida County Dept. Funding Recommendation: \$500.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State Grant Funds

Cost Per Client Served: N/A

Past Performance Data: This has been a good program.

O.C. Department Staff Comments: E-Signature Required

Mandated: X **Not Mandated:** _____

Additional County costs are possible depending upon needs for overtime.

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T484739 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> GIVE Initiative <u>DCJS NUMBERS:</u> GV20484739 <u>CFDA NUMBERS:</u></p>
<p><u>INITIAL CONTRACT PERIOD:</u> FROM 07/01/2020 TO 06/30/2021 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$500.00</p>	<p><u>AMENDED CONTRACT PERIOD:</u> FROM TO <u>FUNDING AMOUNT FROM AMENDED PERIOD:</u></p>
<p><u>TRANSACTION TYPE:</u> New</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000 <u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. <u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</div></p>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> <u>APPENDIX A1</u> Master Grant Agreement & Program Specific Terms and Conditions <input type="checkbox"/> <u>APPENDIX A2</u> Federally Funded Grants Special Conditions <input checked="" type="checkbox"/> <u>APPENDIX B</u> Budget <input checked="" type="checkbox"/> <u>APPENDIX C</u> Payment and Reporting Schedule <input checked="" type="checkbox"/> <u>APPENDIX D</u> Program Workplan <input type="checkbox"/> <u>APPENDIX F</u> Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> <u>APPENDIX G</u> Procedural Guidelines for the Control of Surveillance Equipment <input checked="" type="checkbox"/> <u>Other (Identify)</u> Updated A-1 and C.</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.</p>	
<p><u>NYS Division of Criminal Justice Services</u> BY: _____, Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. <u>GRANTEE:</u> In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. BY: Hon. Anthony J. Picente Jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**GIVE Initiative****Project No.****Grantee Name**

GV20-1033-D00

Oneida County

05/13/2021

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County Sheriffs Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Police Officer OT @ MVCAC	1	\$500.00	\$500.00	\$500.00	\$0.00
Justification: tbd						
Total				\$500.00	\$500.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$500.00	\$500.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$500.00	\$500.00	\$0.00

Award Contract**GIVE Initiative****Project No.**

GV20-1033-D00

Grantee Name

Oneida County

05/13/2021

APPENDIX D - Work Plan**Goal**

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides, or aggravated assaults where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

Objective #1

Oneida County Sheriffs Office will, using the relevant elements of the GIVE Strategy Self-Assessment Guide, implement and record GIVE-strategy related activities and provide details to the primary police department for insertion into the appropriate GIVE Strategy Monitoring Tool upon conclusion of the reporting quarter.

Task #1 for Objective #1

Record and send to the primary police department information on your agencies hot-spots implementation efforts (including chronic offenders)

Performance Measure

- 1 Hot-spots implementation efforts recorded and sent to primary police department.

Task #2 for Objective #1

If applicable, record and send to the primary police department information on your agencies CPTED implementation efforts

Performance Measure

- 1 CPTED implementation efforts recorded and sent to primary police department (if applicable).
- 2 Email a copy of the completed SAT to the county District Attorney (DA) representative by the end of the month following the end of each quarter.

The county DA office is to merge individual partner SAT responses for each strategy into a final SAT. This should be completed within 30 days of the end of each reporting quarter. Additionally, electronic copies of the final SATs should be distributed to the DCJS GIVE Representative and all GIVE partners within the jurisdiction, including but not limited to, the executive heads of each agency and the day-to-day operations liaison previously identified.

Task #3 for Objective #1

If applicable, record and send to the primary police department information on your agencies Focused Deterrence efforts

Performance Measure

- 1 Focused Deterrence implementation efforts recorded and sent to primary police department (if applicable).

Objective #2

Oneida County Sheriff's Office will, if applicable, complete the GIVE Tracker for all overtime details that use GIVE funding. The tracker shall be uploaded to GMS as an attachment and emailed to give@dcjs.ny.gov

Task #1 for Objective #2

Complete and upload to GMS a copy of the GIVE Tracker

Performance Measure

- 1 Give Tracker completed and uploaded (if applicable).

Award Contract

GIVE Initiative

Project No.

Grantee Name

GV20-1033-D00

Oneida County

05/13/2021

Additional Special Conditions

Award Contract**GIVE Initiative****Project No.**

GV20-1033-D00

Grantee Name

Oneida County

05/13/2021

NEW YORK STATE
 DIVISION OF CRIMINAL JUSTICE SERVICES
 GRANT CONTRACT

APPENDIX A-1

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) 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 Contract,

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

STATE 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 this Contract to the Contractor or to anyone else beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the 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 Contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law 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 Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

C. Order of Precedence:

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

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix B, Appendix C and Appendix D
4. The Face Page
5. Appendix B, Appendix C and Appendix D
6. Modification to Appendix A-1
7. Other appendices, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Funding Amount for Initial Period' 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 Contract shall not exceed the applicable amounts specified in the applicable Appendix B (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the 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 Contract, the parties shall revise or complete the appropriate appendix form(s). In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become invalid, 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 this Appendix in Section V(C) herein.

G. Governing Law: This 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 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 Contract shall attempt in good faith to reform the 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 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 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 services, or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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 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 representatives for the purposes of receiving notices under the 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 Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 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 Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or in interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 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 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 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: Service performed pursuant to the 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 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.^[1]

[1] As 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.

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 Contract are identified in Appendix D (Workplan and Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal law, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix D (Workplan and Special Conditions) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as

specified within the 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 Contract.

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

a) Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the 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 the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the 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 circumstances.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the 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 Contract as required in this Section and State Finance Law §179-t, the 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 Contract.

C. Termination:

1. Grounds:

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

b) Cause: The State may terminate the 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 Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

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

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

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the 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 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 Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the 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 Contract. In no event shall the state be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

Where the 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 Contract for the purposes set forth herein, the State may, as 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 Contract, or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the 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 approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of

the Contract shall not be reimbursed.

3. The 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 Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under this 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 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 Appendix C (Payment and Reporting Schedule) and Appendix D (Workplan and Special Conditions).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Appendix C (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) 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 Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpected 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 Contract in accordance with this Section and the applicable claiming schedule in Appendix C (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 Appendix B (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 (iii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (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 Appendix D (Work Plan and Special Conditions).

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 Appendix D (Work Plan and Special Conditions).

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 Appendix D (Work Plan and Special Conditions).

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^[2]: 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 Appendix C (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement^[3]: Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement^[4]: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement^[5]: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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

i) Fifth Quarter Payments^[6]: Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

[2] 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 Contract effort.

[3] Fee for Service is a rate established by the Contractor for a service or services rendered.

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

[5] 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 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.

[6] 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.

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 Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the 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 to setoff and recoupment.

5. The State shall not be liable for payments on the 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 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 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 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 person 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 service or lease the real or personal property covered by the 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 Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this

Appendix. 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 Office address listed in Section V (A)(2).

2. If at the end or termination of the Contract, there remains any unexpected balance of the monies advanced under the 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 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 Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the 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 Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (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 Appendix C (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 Appendix C (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 Appendix D (Work Plan and Special Conditions). 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 Appendix C (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 Appendix C (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 Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilizing in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) and Appendix D (Work Plan and Special Conditions) as applicable:

(i) Progress Reports: 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 Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (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 Appendix C (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 Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (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 Appendix C (Payment and Reporting Schedule) and Appendix D (Workplan and Special Conditions) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Work Plan and Special Conditions) as applicable.

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 Contractor 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 Contract, including but not limited to the following: death or serious injury, an arrest or possible criminal activity that could impact the successful completion of this project, any destruction of property, significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the 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 Contract and/or any subcontract entered into under the 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 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 Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 Contract. No contractual relationship shall be deemed

to exist between the subcontractor and the State.

2. If requested by the state, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

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

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State Agency, as applicable, rendered and required for supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the 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 as 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 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 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 Contract and its own cost and expense. The Contractor shall procure and maintain insurance 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 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 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 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 Contract.

a) For cost-reimbursement 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 Contract shall be governed by the terms and conditions of the most recent versions of the *DOJ Grants Financial Guide*.

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 Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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 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) 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 2 CFR Part 200. 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 Appendix D (Workplan and Special Conditions).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the 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 and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

G. Publicity:

1. Publicity includes, but is not limited to: news conferences, new 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, presentation or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

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

funding agency, and

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best effort to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements, or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the 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 acknowledgements and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Intranet information and applications development, or programming delivered pursuant to the 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 when 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 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 identity or 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 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 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 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 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 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 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status,
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts,
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation,
4. At the request of the State, the Comptroller 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 should 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 Contract, or (ii) unemployment 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 Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the 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 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 Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the 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 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 Contract. The Contractor further covenants and represents that as of the date of execution of the 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 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 Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor, and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

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

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

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

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

P. Consultant Disclosure Law:^[7] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Admissibility of Reproduction of Contract: Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial

of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

[7] Not applicable to not-for-profit entities.

V. AGENCY SPECIFIC TERMS AND CONDITIONS

A. Designees

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)
Office of Program Development and Funding
80 S. Swan St.
Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1), refunds shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services, Grants Unit
80 S. Swan St.
Albany, NY 12210

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

B. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

C. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs a. and b., including multiple budget modifications that cumulatively exceed the thresholds provided, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs a. or b., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget

amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

3. Grant Amendment Request (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the Contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

D. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determined and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

E. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

F. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable. 2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

4. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not

required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

G. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

1. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

a) If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

b) A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

c) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

d) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services, equal provision of information to all interested parties, reasonable deadlines, sealed bids opened at one time before a committee who will certify the process, establishment of the methodology for evaluating bids before the bids are opened, and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

5. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

H. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a) The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state contracts as defined therein, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and

construction.

b) The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS 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 group members and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be 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 V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which have specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250, (212) 803-2414, or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where the MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to 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 DCJS for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics 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:

i. 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.

ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a.) through (c.) above and Paragraph (e) of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

d) Workforce Employment Utilization Report

i. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

4. MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

b) If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a) Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

- i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and
- ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are accessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's 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 DCJS.

8. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

a) M/WBE

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

- i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

- ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.
- iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.
- v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- vi. Ensure that progress payments to M/WBEs are made on a timely basis so that financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

b) EEO

- i. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- ii. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.
- iii. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- iv. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- v. This organization will include the provisions of sections (i) through (iv) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Contractor agrees to comply with all MWBE and EEW contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Contract.

I. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

J. Accounting and Audits

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.
2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.
3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.
4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
5. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
6. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements, maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles, and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

K. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

L. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

M. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

N. Refunds

If at the end of this Contract there remains any unexpected balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpected balance payable to the order of the **Sate of New York** and return it to the DCJS Office of Financial Services at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

O. Limit on Overtime Earnings

If Appendix B, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

P. Subawards/Subcontractor

None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

- * Activities to be performed,
- * Time schedule,
- * Project policies,
- * Other policies and procedures to be followed,
- * Dollar limitation of the agreement,
- * Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Work Plan and Special Conditions) of the Contract, and
- * Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

Q. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

R. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

S. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

T. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

U. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate in the Upstate New York State Intelligence Center (UNYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

V. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: <http://www.its.ny.gov/tables/technologypolicyindex.htm>.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS

standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:
<http://criminaljustice.ny.gov/advtech/ebts.pdf>
http://criminaljustice.ny.gov/stdpractices/main_menu.htm
<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>
or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

W. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) services as applicable.

X. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in

accordance with the new domestic violence reporting requirements. These requirements can be found online at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf.

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Z. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

AA. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-I, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification from described above is available at <https://www.criminaljustice.ny.gov/ofpa/applicantgrntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

Aid to Crime Labs Program

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially effecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the

integrity to forensic results committed by employees of the subcontractor. The contractor further agrees the integrity of forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationships with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effective in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Initiatives Request for Applications (RFA).

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for

the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

New York State Defender's Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program, in which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract, understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets, or would otherwise compromise the interest of any client.

10/31/19 VERSION

Certified by - on

Award Contract

GIVE Initiative

Project No.**Grantee Name**

GV20-1033-D00

Oneida County

05/13/2021

ATTACHMENT C, PAYMENT AND REPORTING SCHEDULE**III. Special Payment and Reporting Provisions****For All Grantees:**

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applcngntfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly as defined in Attachment D Section II of this Master Contract. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services, Grants Unit
80 So. Swan St.
Albany, NY 12210

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the

prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

Certified by - on



**ONEIDA COUNTY
DEPARTMENT OF PLANNING**

Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive

James J. Genovese II
Commissioner

June 1, 2021

FN 20 21-169

Anthony J. Picente, Jr.
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

**ECONOMIC DEVELOPMENT
& TOURISM**

Re: Nonpoint Source Planning Grant Application
Consolidated Funding Application (CFA) Program 2021

WAYS & MEANS

Dear County Executive Picente:

Governor Cuomo announced the availability of grants for local governments help pay for the initial planning of non-agricultural nonpoint source water quality improvement projects in the 2021 Consolidated Funding Program (CFA). The New York State Department of Environmental Conservation (DEC) is requesting proposals with the goal of getting nonpoint source projects ready for construction with modeling and conceptual design in order to apply for implementation funding in the future. The Sauquoit Creek has multiple locations that would benefit from this funding and the Sauquoit Creek Basin Intermunicipal Commission (SCBIC) is requesting that Oneida County apply for these funds on their behalf.

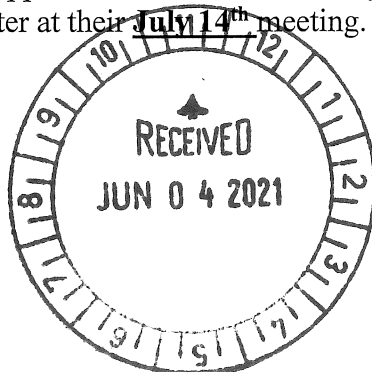
The SCBIC would like to request funds for modeling and conceptual engineering design for five locations: Pietryka Park and South of Main Street Bridge (Village of NY Mills), Brookline Drive (City of Utica), Rte. 8/Victoria Drive (Town of New Hartford) and Hand Place (Town of New Hartford). These locations will be modeled and a conceptual design completed that continues the work underway downstream in Whitestown. By working our way upstream in a coordinated and methodical manner, the benefits of cooperation and teamwork will lead to the reduction in flooding and create a more resilient watershed.

Grants of up to \$30,000 per site are available for streambank stabilization projects and applicants may apply for a maximum of five nonpoint source-planning reports per round. The NPS program requires a local match of 10% that will come from SCBIC member's contributions. Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application on behalf of the SCBIC to the NYS DEC Nonpoint Source Planning Grant program for an amount not to exceed \$150,000.

Since the deadline for applications in the CFA is July 30, 2021, it is essential that the Board of Legislators take action on this matter at their July 14th meeting. Should you have any questions regarding this matter please contact me.

Sincerely,

James J. Genovese, Jr.
Commissioner



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 6-3-21



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

June 10, 2021

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 21-170

**ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS**

Honorable Members:

I am forwarding the proposed 2021-2022 Operating Budget for the Mohawk Valley Community College (MVCC), which was approved by their Board of Trustees at the May 17, 2021 meeting. This proposed budget has gross expenditures of \$52,394,547, a \$2,102,752 increase of approximately 4% in comparison with the 2020-2021 budget year.

This budget calls for a local sponsor share of \$8,317,121, which is the same as the 2020-2021 share.

MVCC proposes to freeze tuition at the previous year's Full Time Tuition rate of \$4,594 and freezing the tuition of part time students for the 2021-2022 school sessions at \$191 per credit hour. The New York State budget passed increasing New York State aid by \$50 per FTE for a total estimated state aid of \$12,635,061 for a \$730,250 decrease, which is a direct result of the estimated decrease in students. Unfortunately, Chargebacks and Out of State Tuition are expected to decrease by a combined amount of \$1,072,972. The proposed budget also anticipates the FTE's to decrease 3.4% in the enrollment for the upcoming 2021-2022 academic year on top of a 9.5% decrease in the 2020-2021 academic year.

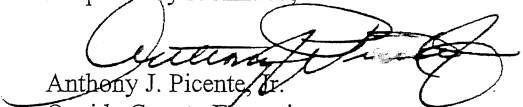
The proposed budget calls for using approximately \$1,000,000 of its current fund balance, which is \$556,000 more than the previous year's budget. The fund balance is estimated to be \$2.6 million at August 31, 2021 which represents approximately 4.96 percent of total appropriations for the year and which just falls below the 5% minimum recommended by New York State.

MVCC is also asking to continue the specific request of \$100,000 to be used to for STEM related programs and equipment. This will enable MVCC to maintain its scheduled equipment replacement schedule. MVCC has also requested an additional \$125,000 to continue funding for Achieving the Dream Initiative along with the request of \$50,000 to provide funding for dual-credit scholarship programs, which are offered at no cost to students.

I fully support continuing our local share along with the additional funding for the various causes. Supporting this budget will serve to demonstrate our continuing commitment to maintaining Mohawk Valley Community College as an affordable institution of quality education in Oneida County.

I believe that this is a sound and responsible budget. I urge your early consideration for approval and respectfully request your full board act on this legislation at your **July 14, 2021** meeting.

Respectfully submitted,


Anthony J. Picente, Jr.
Oneida County Executive

AJP:tbk
Attach.

CC: Chairperson, MVCC Board of Trustees
President, MVCC
Comptroller
County Attorney
Budget

MOHAWK VALLEY COMMUNITY COLLEGE

2021-2022 OPERATING BUDGET REQUEST

Board of Trustees Meeting

May 17, 2021

**Mohawk Valley Community College
2021-22 Budget Request**

INDEX

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**Mohawk Valley Community College
2020 - 2021 to 2021 - 2022
Budget Request**

Full Time Tuition:	\$	4,594								
Part Time Tuition:	\$	191								
Chargeback Rate:	\$	3,110								
State Aid:	\$	2,997								
		<u>Adopted 2020-21 Budget</u>	<u>Percent of Net Budget</u>	<u>(1)</u>	<u>2021-22 Request</u>	<u>Increase (Decrease)</u>	<u>Percent Change</u>	<u>Percent of Net Budget</u>		
<u>Estimated Revenues:</u>										
Tuition	\$	16,970,556	39.38%		\$ 15,711,151	\$ (1,259,405) (3)	-7.42%	38.84%		
State Aid	\$	13,365,311	31.01%		\$ 12,635,061	\$ (730,250)	-5.46%	31.23%		
Chargebacks	\$	3,483,159			\$ 2,410,187	\$ (1,072,972)	-30.80%			
Out-of-State	\$	516,000			\$ 380,728	\$ (135,272)	-26.22%			
Fed Aid/Offsets	\$	5,298,649			\$ 10,208,350	\$ 4,909,700	92.66%			
Fund Balance	\$	444,000			\$ 1,000,000	\$ 556,000	125.23%			
Sponsor Appropriation	\$	8,317,121			\$ 8,317,121	\$ -	0.00%	29.93%		
Subtotal:	\$	48,394,795	100.0%		\$ 50,662,597	\$ 2,267,801	4.69%	100.0%		
Grants & Non Credit:										
Grants & Non Credit:	\$	450,000			\$ 450,000	\$ -	0.00%			
Non-Credit Offsets	\$	1,447,000			\$ 1,281,950	\$ (165,050)	-11.41%			
Subtotal:	\$	1,897,000			\$ 1,731,950	\$ (165,050)	-8.70%			
Grand Total Revenue:	\$	50,291,795			\$ 52,394,547	\$ 2,102,751	4.18%			

Mohawk Valley Community College
2020 - 2021 to 2021 - 2022
Budget Request

Full Time Tuition:	\$ 4,594					
Part Time Tuition:	\$ 191					
Chargeback Rate:	\$ 3,110					
State Aid:	\$ 2,997					
	Adopted	Percent	2021-22	Increase	Percent	Percent
	2020-21	of Net	Request	(Decrease)	Change	of Net
	Budget	Budget	(1)		Budget	Budget
Estimated Revenues:						
Tuition	\$ 16,970,556	39.38%	\$ 15,711,151	\$ (1,259,405) (3)	-7.42%	38.84%
State Aid	\$ 13,365,311	31.01%	\$ 12,635,061	\$ (730,250)	-5.46%	31.23%
Chargebacks	\$ 3,483,159		\$ 2,410,187	\$ (1,072,972)	-30.80%	
Out-of-State	\$ 516,000		\$ 380,728	\$ (135,272)	-26.22%	
Fed Aid/Offsets	\$ 5,298,649		\$ 10,208,350	\$ 4,909,700	92.66%	
Fund Balance	\$ 444,000		\$ 1,000,000	\$ 556,000	125.23%	
Sponsor Appropriation	\$ 8,317,121	29.61% (2)	\$ 8,317,121	\$ -	0.00%	29.93%
Subtotal:	\$ 48,394,795	100.0%	\$ 50,662,597	\$ 2,267,801	4.69%	100.0%
Grants & Non Credit:						
Grants & Non Credit:	\$ 450,000		\$ 450,000	\$ -	0.00%	
Non-Credit Offsets	\$ 1,447,000		\$ 1,281,950	\$ (165,050)	-11.41%	
Subtotal:	\$ 1,897,000		\$ 1,731,950	\$ (165,050)	-8.70%	
Grand Total Revenue:	\$ 50,291,795		\$ 52,394,547	\$ 2,102,751	4.18%	

**Mohawk Valley Community College
State Aid Calculations
2021-2022**

	Actual
Fundable FTEs: 2018-19	4,470.9
Fundable FTEs: 2019-20	4,350.4
Fundable FTEs: 2020-21	3,969.2

Weighting Factors x Actual Funded FTEs

2018-19	20%	4,470.9	894.2
2019-20	30%	4,350.4	1,305.1
2020-21	50%	3,969.2	1,984.6
Weighted Average			4,183.9
Funded FTEs = Greater Weighted Average or Prior Year's Actual			4,183.9

Base State Aid	\$ 2,997		\$ 12,539,148
Adjustment to Base Aid (rounding)			\$ -
Rental			\$ 67,067
Funding High Needs Programs			\$ -
Supplemental State Aid			\$ -
Total Calculated State Aid			\$ 12,606,215
2020-21 Budgeted State Aid	\$ 12,892,919		
Total 98% Floor State Aid			\$ 12,635,061
2021-22 Budgeted State Aid-Greater of Floor or Calculated			<u>\$ 12,635,061</u>

**Mohawk Valley Community College
Tuition Computation Calculations
2021-2022**

	<u>Head Count</u>	<u>Credit Hrs.</u>	<u>Rate</u>	<u>Tuition</u>
<u>Full Time</u>			\$ 4,594	
Fall 2021	2,455.2	36,895.5		
Spr. 2022	2,215.0	32,508.8		
Average	2,335.1			\$ 10,727,449
<u>Part Time - Regular</u>			\$ 191	
Fall 2021	983.6	6,325.7		\$ 1,208,209
Spr. 2022	1,027.4	6,639.8		\$ 1,268,202
<u>Intersession</u>	63.0	194.0		\$ 37,054
<u>Part Time - High School Program</u>				
Fall 2021	2,621.0	11,084.0		\$ 705,681
Spr. 2022	3,000.0	15,463.0		\$ 984,478
<u>Summer 2022</u>	837.0	5,913.2		\$ 1,129,421
Total Part Time		45,620.0		\$ 5,333,045
Tuition Adjustment (writeoffs)				\$ (200,000)
County Dual Credit Scholarship				\$ (50,000)
Rounding				\$ (99,344)
Total Tuition				\$ 15,711,150
Total Credit Hours		115,024.3		
Total Full Time Equivalentents (FTEs)		3,834.1		

DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID

Budget Request

2021-22

	Budget		Budget		Budget
	2019-20		2020-21		2021-22
Offset to Expense					
Gymnasium	\$ 25,000	\$	25,000	\$	12,500
Transcript Fees	\$ 250	\$	37,000	\$	25,000
Protested Check Fee	\$ 300	\$	225	\$	300
Credit by Exam/Life Experience	\$ 10,500	\$	9,000	\$	8,148
Late Fees	\$ 100	\$	116	\$	60
Air Frame & PowerPlant Fee	\$ 150,000	\$	190,000	\$	190,000
Welding Fee	\$ 12,000	\$	12,000	\$	10,000
Art Studio Lab Fee	\$ 32,000	\$	16,000	\$	16,000
Internet Course Fee	\$ 900	\$	-	\$	-
Technology Fee	\$ 1,550,000	\$	1,665,459	\$	1,517,694
Student Support Fee	\$ 265,000	\$	255,209	\$	275,663
Student Accident & Health Service Fee	\$ 155,000	\$	155,000	\$	130,251
Nursing Lab Fee	\$ 25,000	\$	23,000	\$	30,000
Science Lab Fees	\$ 70,000	\$	70,000	\$	66,507
Interest Earnings	\$ 20,000	\$	50,000	\$	50,000
Commissions/Vending	\$ -	\$	-	\$	-
Sale of Equipment	\$ 20,000	\$	16,000	\$	20,000
Refund of Prior Year Expense	\$ 319,816	\$	336,258	\$	295,694
Food Service Income	\$ -	\$	-	\$	-
Other Miscellaneous	\$ 916,041	\$	1,158,674	\$	709,985
Parking Fines	\$ 1,600	\$	1,300	\$	650
Library Fines (Copier)	\$ 325	\$	200	\$	-
Dorm Utility Charges	\$ 110,000	\$	119,766	\$	106,346
Dorm Security & Maintenance Charges	\$ 147,000	\$	202,746	\$	153,248
Rental of Facilities	\$ 147,000	\$	130,000	\$	65,000
ASC Contribution	\$ 250,000	\$	220,000	\$	-
MVCC Foundation Contribution	\$ 635,000	\$	417,000	\$	-
Total Other Offsets	\$4,862,832		\$5,109,953		\$3,683,046
FEDERAL AID					
COVID Funding (CARES, Other)	\$ -	\$	-	\$	5,892,395
VA Reporting Fees	\$ 1,300	\$	2,865	\$	2,500
Fed. Funds Admin. Allowance	\$ 40,000	\$	30,000	\$	25,000
Federal Work Study	\$ 140,000	\$	155,831	\$	155,409
Total Federal Aid	\$ 181,300	\$	188,696	\$	6,075,304
Total Offsets/Federal Aid:	\$5,044,132		\$5,298,649		\$9,758,350

DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID

Budget Request

2021-22

	Budget 2019-20	Budget 2020-21	Budget 2021-22
Balance Forward (previous page):	<u>\$5,044,132</u>	<u>\$5,298,649</u>	<u>\$9,758,350</u>
Grants and Non-Credit			
Grants	\$ 450,000	\$ 450,000	\$ 450,000
Contract Course Fees	\$ 195,000	\$ 300,000	\$ 180,000
Self Sustaining Non Credit Offerings	\$ 1,748,000	\$ 1,147,000	\$ 1,101,950
Total Grants & Non-Credit	<u>\$2,393,000</u>	<u>\$1,897,000</u>	<u>\$1,731,950</u>
Grand Total:	<u><u>\$7,437,132</u></u>	<u><u>\$7,195,649</u></u>	<u><u>\$11,490,300</u></u>

**Mohawk Valley Community College
Employee Benefits & Rental Expense
2020-2021 To 2021-2022**

<u>EMPLOYEE BENEFITS</u>	2020-21 Adopted	2021-22 Request	% Change
Health Insurance Waiver	\$ 45,000	\$ 40,000	-11.1%
Holiday Pay Out	\$ 40,000	\$ 35,000	-12.5%
NYS Teachers Retirement	\$ 521,000	\$ 610,000	17.1%
TIAA/CREF Retirement	\$ 1,380,000	\$ 1,300,000	-5.8%
NYS Employees Retirement	\$ 1,600,000	\$ 1,790,000	11.9%
Social Security	\$ 2,175,000	\$ 2,145,000	-1.4%
Health Insurance	\$ 6,675,000	\$ 7,100,000	6.4%
Unemployment Compensation	\$ 100,000	\$ 150,000	50.0%
Workers Compensations	\$ 474,000	\$ 381,000	-19.6%
Employee Tuition Waivers	\$ 20,000	\$ 20,000	0.0%
Dependent Tuition Waivers	\$ 100,000	\$ 95,000	-5.0%
Med LTD & Life Insurance	\$ 32,400	\$ 32,400	0.0%
Nursing Liability Insurance	\$ 500	\$ 500	0.0%
Vision Insurance	\$ 28,000	\$ 27,000	-3.6%
Other Employee Benefits (Flex, EAP)	\$ 11,000	\$ 20,000	81.8%
Compensated Absences - FICA	\$ 8,000	\$ 11,000	37.5%
PA Retirement Incentive	\$ 414,000	\$ 414,000	0.0%
Total Fringe Benefits	\$ 13,623,900	\$ 14,170,900	4.02%
 <u>RENTAL EXPENSE</u>			
Bowling Lanes	\$ 2,000	\$ 2,000	0.0%
Golf Course	\$ 1,000	\$ -	-100.0%
Indoor Baseball	\$ 7,500	\$ 7,000	-6.7%
Rental Other (MHA)	\$ 40,817	\$ 29,000	-29.0%
Rental Griffiss	\$ 50,000	\$ 50,000	0.0%
Carpentry & Masonry	\$ 62,000	\$ 65,494	5.6%
Total Rentals	\$ 163,317	\$ 153,494	-6.0%

**Mohawk Valley Community College
Grants Adopted vs. Amended
2020-21**

	Personal Services	Equipment	Contractual	Fringe Benefits	Total
2020-21 Adopted Budget:	\$ 313,500	\$ 60,000	\$ 21,500	\$ 55,000	\$ 450,000
2020-21 Amended Budget:					
Dev Math Corps - Local Sponsors			\$ 19,028		\$ 19,028
Mohawk Valley Upward Bound (Yr 3)	\$ 171,565		\$ 113,738	\$ 62,541	\$ 347,844
Youthbuild 2017 - US DOL	\$ 7,859		\$ 85,267	\$ 2,138	\$ 95,264
SUNY PIF Apprentice Program	\$ 286,323		\$ 3,140,352	\$ 79,131	\$ 3,505,806
Microcredential Unmanned Aerial (3 yr)	\$ 114,541	\$ 1,170	\$ 97,901	\$ 35,845	\$ 249,457
ATE Regional Center Nanotech	\$ 20,022		\$ 36,671	\$ 5,284	\$ 61,977
AACC Expanding CC Apprenticeship	\$ 9,088		\$ 82,684	\$ 8,788	\$ 100,560
SUNY Guided Pathways Cohort II - PIF	\$ 6,000		\$ 7,969		\$ 13,969
Remote Lab-Sharing Models Mfg (3 yr)	\$ 82,258	\$ 25,837	\$ 252,852	\$ 30,798	\$ 391,745
Small Business Development Center	\$ 38,910		\$ 13,998	\$ 24,995	\$ 77,903
Utica GEAR-UP, (US DOE) Year 2			\$ 26,740		\$ 26,740
Reintegration of Ex-Offenders, DOL	\$ 418,168		\$ 757,035	\$ 185,879	\$ 1,361,082
Pathway to Grad Project, Title III (Yr 5)	\$ 29,605	\$ 24,335	\$ 32,076	\$ 12,594	\$ 98,610
Scaling Apprenticeship Sector Strategies	\$ 260,400		\$ 2,908,050	\$ 76,119	\$ 3,244,569
FY19 OSHA Susan Harwood Trg - DOL	\$ 7,866		\$ 9,008		\$ 16,874
Volunteer Generation Program, Yr 3	\$ 23,051		\$ 2,569	\$ 11,867	\$ 37,487
Youthbuild 2020 - US DOL	\$ 484,406		\$ 607,635	\$ 159,075	\$ 1,251,116
Develop Semiconductor Cert Prog	\$ 36,213	\$ 15,000	\$ 22,938	\$ 7,747	\$ 81,898
MEP-AIM (Yr5) Regional Tech Dev Ct	\$ 120,531		\$ 87,089	\$ 38,720	\$ 246,340
FY'20 Americorps YB Utica	\$ 20,000		\$ 15,030	\$ 1,530	\$ 36,560
FY'21 Perkins III	\$ 255,858		\$ 58,021	\$ 66,044	\$ 379,923
FY'21 Diversity Honors Scholarship			\$ 1,821		\$ 1,821
FY'21 Library Collection			\$ 8,095		\$ 8,095
FY'21 CJII CIPP @ Marcy,DANY, Yr4	\$ 31,658		\$ 50,634	\$ 5,587	\$ 87,879
FY'21 STEP	\$ 88,333		\$ 144,675	\$ 26,234	\$ 259,242
FY'21 Adult Literacy (ALE)	\$ 120,767		\$ 10,514	\$ 19,014	\$ 150,295
Small Business Development Ctr- Yr3	\$ 259,040		\$ 49,561	\$ 76,499	\$ 385,100
Utica GEAR-UP, (US DOE) Year 3	\$ 270,269	\$ 78,214	\$ 276,876	\$ 99,642	\$ 725,001
2020 NCAE-C Cybersecurity,NSA (2 yr)	\$ 547,399	\$ 44,982	\$ 811,939	\$ 74,190	\$ 1,478,510
JobCorps Scholars Prog (3 yr) -US DOL	\$ 243,375		\$ 849,190	\$ 94,335	\$ 1,186,900
FY20 SusanHarwood Targeted Trg-DOL	\$ 27,399		\$ 46,444	\$ 5,665	\$ 79,508
DOD Cybersecurity Assistance, ESD	\$ 184,990		\$ 627,946	\$ 87,064	\$ 900,000
MEP-AIM (Yr1) Regional Tech Dev Ct	\$ 337,053		\$ 129,930	\$ 108,017	\$ 575,000
FY'21 Americorps YB Utica	\$ 20,000		\$ 15,220	\$ 1,530	\$ 36,750
SUNY Apprenticeship - Other	\$ 80,000		\$ 900,000	\$ 20,000	\$ 1,000,000
SUNY Apprenticeship - IT	\$ 80,000		\$ 1,500,000	\$ 20,000	\$ 1,600,000
SUNY Apprenticeship - Healthcare			\$ 400,000		\$ 400,000
Subtotal - Amended Grants thru Budget Amendment #5	\$ 4,682,947	\$ 189,538	\$ 14,199,496	\$ 1,446,872	\$ 20,518,853

**Mohawk Valley Community College
Insurance Program
2020-21 to 2021-22**

	2020-21 Adopted	2020-21 Amended	2021-22 Request	% Change
Data Processing	\$ 2,220	\$ 2,220	\$ 2,287	3.0%
Employee Dishonesty	\$ 2,592	\$ 2,592	\$ 2,670	3.0%
Commercial	\$ 329,844	\$ 329,844	\$ 339,739	3.0%
Automobile	\$ 14,614	\$ 14,614	\$ 15,052	3.0%
Other	\$ 6,923	\$ 6,923	\$ 12,131	75.2%
Total	\$ 356,193	\$ 356,193	\$ 371,879	4.4%

**Mohawk Valley Community College
Historical Comparison
Sponsor Appropriation**

	Sponsor Contribution	Increased Amount	% Increase
2002 - 03	\$ 5,812,059	\$ 497,000	9.35%
2003 - 04	\$ 5,862,059	\$ 50,000	0.86%
2004 - 05	\$ 6,362,059	\$ 500,000	8.53%
2005 - 06	\$ 6,462,059	\$ 100,000	1.57%
2006 - 07	\$ 6,862,059	\$ 400,000	6.18%
2007 - 08	\$ 7,068,059	\$ 206,000	3.00%
2008 - 09	\$ 7,280,100	\$ 212,041	3.00%
2009 - 10	\$ 7,280,100	\$ -	0.00%
2010 - 11	\$ 7,280,100	\$ -	0.00%
2011 - 12	\$ 7,280,100	\$ -	0.00%
2012 - 13	\$ 7,280,100	\$ -	0.00%
2013 - 14	\$ 7,280,100	\$ -	0.00%
2014-15	\$ 7,498,503	\$ 218,403	3.00%
2015-16	\$ 7,723,458	\$ 224,955	3.00%
2016-17	\$ 7,723,458	\$ -	0.00%
2017-18	\$ 7,916,544	\$ 193,086	2.50%
2018-19	\$ 8,074,875	\$ 158,331	2.00%
2019-20	\$ 8,317,121	\$ 242,246	3.00%
2020-21	\$ 8,317,121	\$ -	0.00%
2021-22	\$ 8,317,121	\$ -	0.00%

Mohawk Valley Community College
Historical Comparison
Fund Balance

Fiscal Yr. Ending	Next Year's		Actual Unreserved Fund Balance at End of Fiscal Year	Actual Ending Fund Balance As a % of Budget	Budget Fund Balance Appropriated For Next Year	Planned Unappropriated Balance For Next Year	Planned Unappropriated Fund Balance as a % of Oper Budget	Minimum Recommend Bal 5% of Total Appropriations
	Proposed Budget Total Appropriations	Budget % Increase (Decrease)						
August 31, 2002	\$ 31,105,667	3.35%	\$ 263,432	0.85%	\$ -	\$ 263,432	0.85%	\$1,555,283
August 31, 2003	\$ 32,640,102	4.93%	\$ 1,170,082	3.58%	\$ 434,103	\$ 735,989	2.25%	\$1,632,005
August 31, 2004	\$ 35,123,246	7.61%	\$ 1,950,693	5.55%	\$ 1,402,868	\$ 547,825	1.56%	\$1,756,162
August 31, 2005	\$ 36,458,478	3.80%	\$ 1,989,256	5.46%	\$ 1,040,000	\$ 949,256	2.60%	\$1,822,924
August 31, 2006	\$ 37,940,000	4.06%	\$ 3,545,798	9.35%	\$ 842,850	\$ 2,702,948	7.12%	\$1,897,000
August 31, 2007	\$ 39,618,571	4.42%	\$ 4,676,914	11.80%	\$ 1,840,152	\$ 2,836,762	7.16%	\$1,980,929
August 31, 2008	\$ 40,856,287	5.08%	\$ 6,755,498	16.53%	\$ 2,125,000	\$ 4,630,498	11.33%	\$2,042,814
August 31, 2009	\$ 42,859,530	4.90%	\$ 7,750,956	18.08%	\$ 3,000,000	\$ 4,750,956	11.08%	\$2,142,977
August 31, 2010	\$ 44,516,961	3.87%	\$ 8,763,566	19.69%	\$ 3,995,248	\$ 4,768,318	10.71%	\$2,225,848
August 31, 2011	\$ 47,281,208	6.21%	\$ 6,925,126	14.65%	\$ 3,976,826	\$ 2,948,300	6.24%	\$2,364,060
August 31, 2012	\$ 49,623,766	4.95%	\$ 5,797,370	11.60%	\$ 1,268,579	\$ 4,528,791	9.13%	\$2,481,188
August 31, 2013	\$ 50,037,922	0.83%	\$ 5,991,864	11.97%	\$ 1,396,877	\$ 4,594,987	9.18%	\$2,501,896
August 31, 2014	\$ 51,804,021	3.53%	\$ 6,653,371	12.84%	\$ 1,300,000	\$ 5,353,371	10.33%	\$2,590,201
August 31, 2015	\$ 53,902,042	4.05%	\$ 6,652,021	12.34%	\$ 500,000	\$ 6,152,021	11.41%	\$2,695,102
August 31, 2016	\$ 51,437,073	-4.57%	\$ 5,433,338	10.56%	\$ 1,500,000	\$ 3,933,338	7.6%	\$2,571,854
August 31, 2017	\$ 49,968,925	-2.85%	\$ 4,438,548	8.88%	\$ 290,000	\$ 4,148,548	8.3%	\$2,498,446
August 31, 2018	\$ 51,925,451	3.92%	\$ 3,000,220	5.78%	\$ 1,290,000	\$ 1,710,220	3.3%	\$2,596,273
August 31, 2019	\$ 51,380,242	-1.05%	\$ 3,026,278	5.89%	\$ 800,000	\$ 2,226,278	4.3%	\$2,569,012
August 31, 2020	\$ 50,291,795	-2.12%	\$ 3,046,231	6.06%	\$ 444,000	\$ 2,602,231	5.17%	\$2,514,590
August 31, 2021 *	\$ 52,394,547	4.18%	\$ 2,602,231	4.97%	\$ 1,000,000	\$ 1,602,231	3.06%	\$2,619,727

* - Estimated

Mohawk Valley Community College
Budgeted Vs Budgeted FTEs
2020-2021 To 2021-2022

	Budgeted FTEs 2020-21	Budgeted FTEs 2021-22	FTE Difference	% Difference
<u>Fall</u>				
Full Time	1,444.8	1,229.9	(214.9)	-14.9%
Part Time	522.5	580.3	57.8	11.1%
<u>Intersession</u>	12.6	6.5	(6.1)	-48.7%
<u>Spring</u>				
Full Time	1,164.1	1,083.6	(80.5)	-6.9%
Part Time	733.9	736.8	2.8	0.4%
<u>Summer</u>				
Part Time	177.4	197.1	19.7	11.1%
Totals:	4,055.3	3,834.1	(221.2)	-5.5%

**Mohawk Valley Community College
Enrollment Projections
2021-2022**

	Actual 2012-13	Actual 2013-14	Actual 2014-15	Actual 2015-16	Actual 2016-17	Actual 2017-18	Actual 2018-19	Actual 2019-20	Estimated 2020-21	Budget 2021-22	% Chg. 12-13 to 13-14	% Chg. 13-14 to 14-15	% Chg. 14-15 to 15-16	% Chg. 15-16 to 16-17	% Chg. 16-17 to 17-18	% Chg. 17-18 to 18-19	% Chg. 18-19 to 19-20	% Chg. 19-20 to 20-21	% Chg. 20-21 to 21-22
Full Time Headcount																			
Full Time Headcount																			
Fall	4,599	4,616	4,021	3,626	3,429	3,343	3,155	3,030	2,576	2,455	0.37%	-12.89%	-5.43%	-2.51%	-5.62%	-3.96%	-14.98%	-4.69%	-4.69%
Spring	4,281	3,996	3,550	3,250	3,126	2,993	2,681	2,794	2,324	2,215	-6.66%	-11.16%	-3.82%	-4.25%	-3.74%	-3.02%	-16.02%	-4.69%	-4.69%
Fall	67,802	68,517	59,591	53,066	51,276	50,241	47,502	46,278	38,711	36,886	1.05%	-13.03%	-4.79%	-2.02%	-5.45%	-2.58%	-16.35%	-4.69%	-4.69%
Spring	62,623	59,099	52,406	48,176	46,490	44,454	42,607	41,741	34,109	32,509	-5.03%	-11.33%	-3.50%	-4.38%	-4.15%	-2.03%	-18.29%	-4.69%	-4.69%
Part Time Headcount																			
Part Time Headcount																			
Fall	2,863	2,817	3,174	3,129	3,212	3,229	3,135	3,204	3,653	3,605	-1.61%	12.67%	2.65%	0.53%	-2.91%	2.20%	14.01%	-1.32%	-1.32%
Spring	3,274	3,294	3,515	3,417	3,654	3,700	3,786	3,865	4,078	4,027	0.61%	6.71%	6.94%	1.26%	2.32%	2.09%	5.51%	-1.24%	-1.24%
Summer & Intersession	1,589	1,528	1,302	1,102	1,194	1,160	907	787	900	900	-3.84%	-14.79%	1.02%	-2.85%	-21.81%	-13.23%	14.36%	0.00%	0.00%
Fall	15,161	14,887	16,308	16,053	16,444	16,324	15,964	16,612	17,721	17,410	-1.61%	9.55%	2.43%	-0.73%	-2.21%	4.06%	6.68%	-1.76%	-1.76%
Spring	17,453	18,089	18,991	18,947	19,898	20,164	20,568	21,114	22,430	22,103	3.64%	4.99%	5.02%	1.33%	2.01%	2.65%	6.23%	-1.46%	-1.46%
Summer & Intersession	9,192	8,815	7,592	6,560	7,023	6,828	4,074	4,349	6,107	6,107	-4.10%	-13.88%	7.05%	-2.78%	-40.34%	6.76%	40.43%	0.00%	0.00%
Total Cr. Hrs	172,230	169,407	154,888	143,592	141,131	138,010	130,713	130,094	119,077	115,024	-1.64%	-8.57%	-7.29%	-1.71%	-2.21%	-6.29%	-0.47%	-8.47%	-3.40%
Total FTEs	5,741	5,647	5,163	4,786	4,704	4,600	4,357	4,336	3,969	3,834	-1.64%	-8.57%	-1.71%	-1.71%	-2.21%	-5.29%	-0.47%	-8.47%	-3.40%

Mohawk Valley Community College
 Summary of 2021-22 Proposed Budget

	Personnel		Personnel		Contractual		Contractual		Equipment		Equipment		Total	
	2020-21 Requested Budget	2021-22 Requested Budget	% Chg.	2020-21 Requested Budget	2021-22 Requested Budget	% Chg.	2020-21 Requested Budget	2021-22 Requested Budget	2020-21 Requested Budget	2021-22 Requested Budget	% Chg.	2020-21 Requested Budget	2021-22 Requested Budget	% Chg.
DEPARTMENT														
Public Service 1222	\$ -	\$ -		\$ 3,400	\$ 3,400	0.0%						\$ 3,400	\$ 3,400	0.0%
Library 1150	\$ 559,258	\$ 549,706	-1.7%	\$ 314,460	\$ 285,159	-9.3%						\$ 873,718	\$ 834,865	-4.4%
Education Technology 1151	\$ 123,311	\$ 176,036	42.8%	\$ 228,000	\$ 252,000	12.0%						\$ 348,311	\$ 428,036	22.9%
Tutoring Center 1152	\$ 384,779	\$ 390,271	1.4%	\$ 3,800	\$ 1,800	-52.6%						\$ 1,614,008	\$ 392,071	0.9%
TOTAL	\$ 1,067,348	\$ 1,116,013	4.6%	\$ 548,660	\$ 642,359	-8.8%						\$ 1,614,008	\$ 1,658,372	2.7%
Rome Campus 1707	\$ 293,172	\$ 264,570	-9.5%	\$ 12,700	\$ 10,540	-17.0%						\$ 305,872	\$ 275,110	-10.1%
VP Student Services 1301	\$ 192,736	\$ 192,736	0.0%	\$ 31,150	\$ 31,850	2.2%						\$ 223,886	\$ 224,586	0.3%
Recruitment & Outreach 1212	\$ -	\$ -	0.0%	\$ 9,720	\$ 9,520	-2.1%						\$ 9,720	\$ 9,520	-2.1%
Student Engagement & Outreach 1302	\$ 206,501	\$ 211,737	2.5%	\$ 12,268	\$ 21,055	71.6%						\$ 218,769	\$ 232,792	6.4%
Counseling 1303	\$ 113,482	\$ 103,914	-8.4%	\$ 1,040	\$ 14,490	1293.3%						\$ 114,532	\$ 118,404	3.4%
Health Center 1304	\$ 108,827	\$ 240,848	121.3%	\$ 9,950	\$ 15,555	56.3%						\$ 118,777	\$ 256,403	115.9%
Admissions 1305	\$ 444,104	\$ 445,745	0.4%	\$ 195,000	\$ 201,000	3.1%						\$ 639,104	\$ 646,745	1.2%
Svcs. To Students/Disabilities 1307	\$ 181,724	\$ 194,001	6.5%	\$ 55,410	\$ 52,110	-6.0%						\$ 237,134	\$ 246,111	3.8%
Residence Life 1308	\$ 140,665	\$ 138,114	-1.8%	\$ 81	\$ -	-100.0%						\$ 140,746	\$ 138,114	-1.9%
Athletics 1312	\$ 295,876	\$ 644,058	117.7%	\$ 29,640	\$ 33,025	11.4%						\$ 325,516	\$ 677,093	108.0%
Career - Job Placement Svcs 1314	\$ 167,143	\$ 196,443	17.5%	\$ 27,498	\$ 44,780	62.9%						\$ 194,641	\$ 241,233	23.9%
International Affairs 1315	\$ 51,271	\$ 51,271	0.0%	\$ 770	\$ 1,000	29.9%						\$ 52,041	\$ 52,271	0.4%
Judicial Affairs 1316	\$ 57,271	\$ 57,271	0.0%	\$ 21,330	\$ 18,700	-12.3%						\$ 78,601	\$ 77,471	-1.4%
Adult Learner 1317	\$ 894,522	\$ 992,063	10.9%	\$ 6,009	\$ 13,879	131.0%						\$ 900,531	\$ 1,005,942	11.7%
First Year Experience 1318-1319	\$ 99,129	\$ 96,522	-2.6%	\$ 2,920	\$ 12,400	324.7%						\$ 102,049	\$ 108,922	6.7%
C3 Operations 1320	\$ 65,726	\$ 65,726	0.0%	\$ 40,500	\$ 36,500	-9.9%						\$ 106,226	\$ 102,226	-3.8%
EOP Educational Opportunity Program 1321	\$ 130,486	\$ 121,974	-6.5%	\$ 56,066	\$ 55,238	0.3%						\$ 185,552	\$ 177,212	-4.8%
Registrar 1508	\$ 453,015	\$ 436,526	-3.6%	\$ 4,383	\$ 2,690	-38.6%						\$ 457,398	\$ 439,216	-4.0%
Financial Aid 1502	\$ 435,319	\$ 375,376	-13.8%	\$ 3,690	\$ 4,135	12.1%						\$ 439,009	\$ 379,511	-13.6%
College Work Study 1502	\$ 155,831	\$ 155,409	-0.3%	\$ -	\$ -							\$ 155,831	\$ 155,409	-0.3%
TOTAL Student Svcs.	\$ 4,488,810	\$ 4,985,804	11.1%	\$ 519,125	\$ 578,477	11.4%						\$ 5,005,935	\$ 5,564,281	11.2%
VP Administrative Svcs. 1501	\$ 199,307	\$ 199,307	0.0%	\$ 2,200	\$ 249,319	11232.7%			\$ 173,339	\$ -		\$ 201,507	\$ 621,965	206.7%
Office Services 1505	\$ 164,222	\$ 170,544	3.8%	\$ 339,500	\$ 303,500	-10.6%						\$ 503,722	\$ 474,044	-5.9%
Human Resources 1507	\$ 337,981	\$ 346,981	2.7%	\$ 45,800	\$ 79,800	70.5%						\$ 384,781	\$ 426,781	10.9%
Finance Office 1509	\$ 860,540	\$ 949,164	10.3%	\$ 143,060	\$ 138,500	-3.2%						\$ 1,003,600	\$ 1,087,664	8.4%
Information Tech - Adm Applications 1706	\$ 627,085	\$ 634,541	1.2%	\$ 779,275	\$ 881,948	13.2%						\$ 1,406,360	\$ 1,516,489	7.8%
TOTAL Admin. Svcs.	\$ 2,189,135	\$ 2,300,537	5.1%	\$ 1,310,835	\$ 1,653,067	26.1%			\$ 173,339	\$ -		\$ 3,499,970	\$ 4,126,943	17.9%
TOTAL - Sheet 2	\$ 7,743,293	\$ 8,402,354	8.5%	\$ 2,376,620	\$ 2,773,903	16.7%			\$ 173,339	\$ -		\$ 10,119,913	\$ 11,349,596	12.2%
Director of Facilities & Opts 1511	\$ 227,140	\$ 227,353	0.1%	\$ 1,069,300	\$ 1,078,300	0.8%						\$ 1,296,440	\$ 1,305,653	0.7%
Buildings 1512	\$ 354,771	\$ 367,476	3.6%	\$ 340,400	\$ 328,400	-3.5%						\$ 695,171	\$ 695,876	0.1%
Custodial 1513	\$ 1,038,088	\$ 1,029,789	-0.8%	\$ 108,500	\$ 106,000	-2.3%						\$ 1,146,598	\$ 1,135,789	-0.9%
Grounds 1514	\$ 196,339	\$ 208,764	6.3%	\$ 163,100	\$ 164,000	0.6%						\$ 359,439	\$ 372,764	3.7%
Inventory/Receiving 1515	\$ 175,816	\$ 179,679	2.3%	\$ 1,350	\$ 1,500	11.1%						\$ 177,166	\$ 181,379	2.4%
Total Facilities & Operations	\$ 1,992,164	\$ 2,013,261	1.1%	\$ 1,682,650	\$ 1,678,200	-0.3%						\$ 3,674,814	\$ 3,691,461	0.5%
Security 1504	\$ 1,021,246	\$ 1,072,498	5.0%	\$ 16,112	\$ 14,522	-9.9%			\$ 6,500	\$ 6,500		\$ 1,091,663	\$ 1,093,520	0.2%
TOTAL	\$ 3,013,410	\$ 3,085,759	2.4%	\$ 1,698,762	\$ 1,692,722	-0.4%			\$ 54,325	\$ 54,325		\$ 4,766,497	\$ 4,784,981	0.4%
President 1701	\$ 391,116	\$ 578,516	47.9%	\$ 2,365	\$ 7,770	228.5%						\$ 393,481	\$ 596,286	49.0%
Board of Trustees 1702	\$ -	\$ -		\$ 57,000	\$ 39,422	-30.8%						\$ 57,000	\$ 39,422	-30.8%

Mohawk Valley Community College
 Summary of 2021-22 Proposed Budget

	Personnel		Contractual		Contractual		Equipment		Equipment		Total		Total		% Chg.
	2020-21 Requested Budget	2021-22 Requested Budget	2020-21 Requested Budget	2021-22 Requested Budget	2020-21 Requested Budget	2021-22 Requested Budget	2020-21 Requested Budget	2021-22 Requested Budget	2020-21 Requested Budget	2021-22 Requested Budget	2020-21 Requested Budget	2021-22 Requested Budget	2020-21 Requested Budget	2021-22 Requested Budget	
DEPARTMENT															
Marketing & Communications 1703	\$ 428,190	\$ 428,190	\$ 267,426	\$ 356,700							\$ 695,616	\$ 784,890			12.8%
Development 1704	\$ 324,028	\$ 324,366	\$ 1,381	\$ 700							\$ 325,409	\$ 325,066			-0.1%
Events Coordinator 1709	\$ 225,265	\$ 224,302	\$ 69,310	\$ 70,700							\$ 294,575	\$ 295,002			0.1%
Grants 1710	\$ 50,722	\$ 50,722	\$ 35,000	\$ 35,000							\$ 85,722	\$ 85,722			0.0%
Commercial Progress Center 1711	\$ 77,510	\$ 70,000									\$ 77,510	\$ 70,000			-9.7%
Institutional Research & Analysis 1171***	\$ 197,088	\$ 197,233	\$ 16,869	\$ 30,450							\$ 213,957	\$ 227,683			6.4%
Diversity Equity Inclusion 1772	\$ -	\$ -	\$ -	\$ 10,000							\$ -	\$ 10,000			#DIV/0!
TOTAL	\$ 1,693,919	\$ 1,873,329	\$ 449,351	\$ 550,742							\$ 2,143,270	\$ 2,424,071			13.1%
Rental, Consultant, CPA Services, MISC Special Services 1810			\$ 148,000	\$ 153,494							\$ 148,000	\$ 153,494			3.7%
Insurance 1810	\$ 1,363,013	\$ 666,818	\$ 685,720	\$ 753,959							\$ 2,048,733	\$ 1,420,777			-30.7%
Other Institutional+staff development 1830	\$ 1,363,013	\$ 666,818	\$ 1,001,800	\$ 1,102,533							\$ 168,080	\$ 195,080			16.1%
TOTAL	\$ 1,363,013	\$ 666,818	\$ 1,001,800	\$ 1,102,533							\$ 2,364,813	\$ 1,769,351			-25.2%
Employee Benefits 1820	\$ 85,000	\$ 75,000	\$ 13,538,900	\$ 14,095,900							\$ 13,623,900	\$ 14,170,900			4.0%
TOTAL - Sheet 3	\$ 6,155,342	\$ 5,700,906	\$ 16,688,813	\$ 17,441,897							\$ 22,844,155	\$ 23,142,803			1.3%
TOTAL Sheets 1 - 3	\$ 28,501,800	\$ 28,890,502	\$ 21,575,670	\$ 23,264,106							\$ 114,325	\$ 239,639			109.8%
											\$ 50,291,795	\$ 52,394,547			4.2%

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Commissioner's Office

COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501

PHONE: 315-798-5733 ~ FAX: 315-798-5218

June 9, 2021

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 21-171
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Oneida County is in receipt of a grant from the New York State Office of Children and Family Services in the amount of \$250,000.00. The grant will be used to fund a mobile unit provided through the Oneida County Child Advocacy Center (CAC) commencing April 1, 2021 through September 31, 2021.

The purpose of this grant is to create a Mobile Child Advocacy Center/Unit to provide services to children and families who reside a significant distance from the CAC building. The mobile unit will be a child friendly space for child victims and non-offending family members to receive services. The unit will have a waiting area for families, a child-friendly interview room, and observation room for Multi-Disciplinary Team (MDT) members and bathroom facilities. It will be equipped with recording and observation equipment as well.

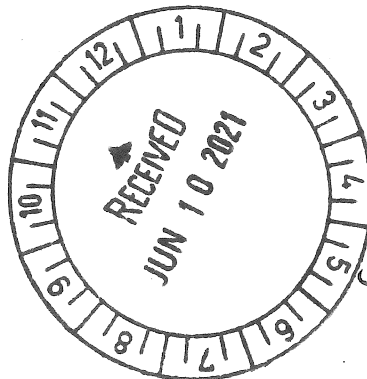
The mobile unit will allow for team members to choose a centrally located safe space to meet the family and child right in their own community.

I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of the grant funds.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 6-9-21

CFB/tms
attachment

*INTRODUCTORY
NO.*

F.N.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mme. Pratt, Mr. D'Onofrio

2ND BY:

RE: AUTHORIZATION FOR ONEIDA COUNTY EXECUTIVE, ANTHONY J. PICENTE, JR., TO ENTER INTO AN AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH ITS DEPARTMENT OF FAMILY AND COMMUNITY SERVICES, AND NEW YORK STATE, THROUGH ITS OFFICE OF CHILDREN AND FAMILY SERVICES

WHEREAS, Oneida County Executive Anthony J. Picente, Jr. is in receipt of correspondence from Colleen Fahy-Box, Commissioner of Social Services, requesting approval of an agreement with New York State, through its Office of Children and Family Services, to receive grant funds in the amount of \$250,000.00 for the purchase of a mobile unit for the Oneida County Child Advocacy Center (CAC), and

WHEREAS, The grant funds will support the purchase of a mobile unit to increase accessibility to CAC services for child victims of severe or sexual abuse in a child safe space, reducing additional trauma, and

WHEREAS, The grant requires a written Agreement between Oneida County, through its Department of Family and Community Services, and New York State, through its Office of Children and Family Services, and

WHEREAS, In accordance with Oneida County Charter Section 2202, said Agreement must be approved by the Oneida County Board of Legislators, now therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr. is authorized to enter into an Agreement between Oneida County, through its Department of Family and Community Services, and New York State, through its Office of Children and Family Services.

APPROVED: Ways and Means Committee (June 9, 2021)

DATED: June 9, 2021

Adopted by the following vote:
AYES NAYS ABSENT



Office of Children and Family Services

ANDREW M. CUOMO
Governor

SHEILA J. POOLE
Commissioner

May 3, 2021

Anthony Picente, County Executive
Oneida County Department of Social Services
800 Park Avenue
Utica, NY 13501

Re: Intent to Award Mobile Unit
Contract Number: C029063
Period/Term: April 1, 2021 - September 30, 2021
Award Amount: \$250,000

Dear Mr. Picente,

The New York State Office of Children and Family Services (OCFS) is pleased to inform you of the intent to award the following contract amount to your agency for the purpose of creating a Mobile Child Advocacy Center/Unit. This award amount is subject to the availability of funds, contract performance, approval from the NYS Department of Budget (DOB), and contract approval from the NYS Office of State Comptroller (OSC).

Contract Number: C029063
Period/Term: April 1, 2021 - September 30, 2021
Total Award amount: \$250,000

OCFS will notify your agency of the contract application via your Contract Management System (CMS) inbox. The contract application must be submitted on-line through CMS. Your agency should follow the set schedule in CMS and enter your agency's budget and program information accordingly. Submitting your contract earlier than the set due date allows for time to correct any errors, which further supports compliance with timely contract guidelines. The contract must be accurately developed within the scheduled number of calendar days, otherwise your agency could incur interest payments due to exceeding the prompt contracting timeframes, as described in Article XI-B of the State Finance Law. **Failure to provide information required for contract development within the allotted scheduled days would suspend prompt contract timelines and may also delay your contract execution date.**

Prior to submitting your contract and throughout the contract process, non-for-profits must verify that their Vendor Responsibility Questionnaire is recertified in the VendRep System and the certified questionnaire must be within six months of the contract going to OSC. Non-for-profits must also remain current with the Charities Bureau and maintain a "prequalified" status within Grants Gateway. Municipalities are exempt from VendRep, Grants Gateway and Charities Bureau. All contractors must obtain their current Workers Comp and Disability Certificates and list NYS OCFS, 52 Washington Street, Rensselaer NY 12144 as the certificate holder; these will get uploaded into CMS when you receive the contract. This information is also

provided in the attached "Contract Instructions Documents." The "Contract Instructions Documents" will help you as you develop your contract application and include the necessary links to the systems noted above.

As a recipient of federal funds, you must be registered user in the System for Award Management (SAM) portal and maintain an active listing. The SAM portal is an official website of the U.S. government and there is no cost to register. To get started, the vendor needs to create a user account and after the user account is created, the vendor will need to log-in to register to do business with the U.S. government. The site portal is as follows: <https://www.sam.gov/>.

Also attached is the CMS Authorization Form and Vendor Contract Contact Update Form. If you need to add, change or remove any CMS user role(s) and/or update your CEO or CFO, you will need to complete these forms and submit them to OCFS.

Please feel free to contact your Program Manager, Erin Cunniff-Yeager, at (518) 402-1051 or Erin.Cunniff-Yeager@ocfs.ny.gov.

Sincerely,



Melaney Szklenka
Senior Manager of the Child and Family Safety Unit and Child Fatality Review Teams
State Liaison Officer
Bureau of Protective Practice
Division of Child Welfare and Community Services
Office of Children and Family Services

Attachments: Contract Instructions Documents,
CMS Authorization Form

Cc: Erin Cunniff-Yeager, Program Manager
CMS contract file

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Children and Family Services 52 Washington Street Rensselaer, NY 12144</p>	<p>BUSINESS UNIT/DEPT. ID: CFS01 / 3400000</p> <p>CONTRACT NUMBER: C029063</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>Oneida County</p>	<p>PROJECT NAME:</p> <p>MDT CAC Mobile Units</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only): 16.575</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>800 PARK AVE UTICA NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>800 PARK AVE UTICA NY 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>800 PARK AVE UTICA NY 13501</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 300100000-000 <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: Government</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C029063

Page 1 of 2

Master Grant Contract, Face Page

C029063

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 04/01/2021 To: 09/30/2021</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 04/01/2021 To: 09/30/2021</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: 250,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

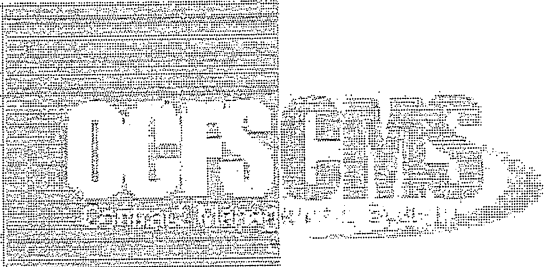

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	See Attachment B (if Attachment B is noted as an attachment to this Agreement)			
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A-1
- Attachment A-2
- Attachment B - Budget
- Attachment C
- Attachment D
- Attachment E
- Attachment F
- Attachment MWBE

+

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR	STATE AGENCY Office of Children and Family Services
Electronically Signed by: 	Electronically Signed by: 
	<u>State Agency Certification</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

I certify that I have personally verified the electronic signature of the Contractor to this Agreement.

BCM SIGNATURE: _____

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

Contract Number: # _____

Page 1 of 26, Master Contract for Grants - Standard Terms and Conditions (August 2014)

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

C. Order of Precedence:

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

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

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

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

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

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

J. Notice:

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

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

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

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

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

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

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

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

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5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

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

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

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of

\$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

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

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

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

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

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

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

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1
AGENCY-SPECIFIC TERMS AND CONDITIONS FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)
CONTRACTS

(4-20-2021)

The words "Agreement" and "Contract" are used interchangeably throughout this Appendix and refer back to the Master Contract.

1. STAFF

It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.

For the purposes of this section "Staff" includes employees, owners, directors, subsidiaries, affiliates, partners, agents and subcontractors of the Contractor working under this Agreement.

- a. The Contractor shall be fully responsible for performance of work by its Staff working under this Agreement.
- b. OCFS reserves the right to require;
 - The Contractor to identify, in writing, the Staff who will be responsible for performing the work to be done under this CONTRACT,
 - Prior written approval of OCFS for a Staff change or substitution, and
 - The Contractor's submission of the Staff resume and proof of any required licensure to OCFS for review and pre-approval. OCFS may refuse to approve any Staff based on its review of such individual's professional capacity and licensure to perform the required services.
- c. The Contractor specifically represents and agrees that its Staff has and shall possess the required education, licensure, experience, knowledge, and character necessary to qualify its Staff for the particular duties to be performed pursuant to this Agreement, including having the necessary integrity and professional capacity to meet OCFS's reasonable expectations.
- d. Whenever the Contractor becomes aware that any of its Staff who are providing services under the Agreement no longer possess the necessary education, experience, knowledge, and professional capacity including required professional licensure and/or have unsatisfactory performance evaluations and/or engage in employee misconduct and/or violate employment practices and policies, the Contractor shall immediately notify OCFS.
- e. OCFS reserves the right to require the Contractor to remove any of its Staff from work under the Agreement, if, in OCFS's discretion, such individual is not performing in accordance with this Agreement, for any other reasonable work-related cause, or any of the reasons listed under 1.d above.
- f. Upon written notice from OCFS regarding any of the issues identified under c. d. and/or e. above, Contractor shall promptly investigate such claim. Contractor must reply in writing to OCFS within ten (10) days of the receipt of OCFS's notice specifying a course of action or remedy for OCFS review and approval. If OCFS and the Contractor cannot reach an agreed upon course of action or remedy, OCFS reserves the right to remove the individual from performing work under the contract and require replacement of the staff member or may, in its discretion, terminate the contract for cause. Following the Contractor or OCFS's removal of Staff, where applicable, OCFS will follow agency procedures to restrict or remove access of the Staff from OCFS's premises and information resources. OCFS will also remove the Staff member's right to provide services under the agreement at an OCFS contractor's facilities.
- g. The Federal Immigration Reform and Control Act, as amended (8 USC § 1324a et al.), obligates employers, such as the Contractor and its subcontractors, to verify that its employees are legally entitled to work in the United States. In order to confirm that the employees are legally entitled to work in the United States, OCFS reserves the right to request documentation attesting to the legal entitlement to work in the United States of any Contractor or subcontractor employee assigned work under this Agreement. OCFS does not provide sponsorship. The Contractor warrants to OCFS that all of its Staff who perform work under the Agreement are legally authorized to work in the United States. The Contractor is responsible for ensuring that all of its Staff retain the authorization to legally work in the United States throughout the term of the Agreement.

2. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment C must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OCFS under the Federal Social Security Act, where applicable.
- c. If funds from this CONTRACT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
 - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this CONTRACT shall be directed to the Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).
- f. Contractor may not submit claims in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the Master Contract for any one year of the contract without the written permission of OCFS.

OCFS reserves the right to deny claims submitted by the Contractor in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the Master Contract for any one year of the contract.

Contractor acknowledges and agrees that allowable claims submitted by the Contractor under the Master Contract are subject to the continued availability of funding, and Contractor acknowledges and agrees that it may not be reimbursed by OCFS or the State of New York for claims if funds for payment of amounts due to the Contractor under the Master Contract have become unavailable. In that instance, Contractor acknowledges and agrees that the Contractor will have no cause of action against OCFS or the State of New York based on the failure to pay such claims.

For purposes of this section the term "funds lawfully available for payment" includes but is not limited to grants, annual appropriations and allocations available pursuant to State or federal law.
- g. All organizations that receive Federal and/or New York State financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal and/or New York State financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal and/or New York State financial assistance

(including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal and/or New York State financial assistance.

- h. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.
- b. Contractor agrees to retain all non-public information obtained from OCFS as confidential and agrees not to release or discuss any of such information unless contractor has obtained the prior consent of OCFS, or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority. Contractor shall promptly notify OCFS of any disclosure made by contractor and/or any request of contractor to disclose, by operation of law, or applicable government authority, such confidential information. In addition, all information and knowledge concerning youth in OCFS custody, which Contractor may obtain from OCFS shall be kept strictly confidential. Contractor shall comply with all applicable statutory and regulatory confidential provisions, including but not limited to sections 372, 422, and 444 of the Social Services Law; section 501-c of the Executive Law; Article 27-F of the Public Health Law; 9 NYCRR 164.7 and 168.7 and 18 NYCRR 357.3, 423.7, 431.7 and 432.7.
- c. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Staff Exclusion List (SEL) maintained by the Justice Center for People with Special Needs (Justice Center) and of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

4. PUBLICATIONS AND COPYRIGHTS

- a. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.
- b. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

5. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

6. TERMINATION

To the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OCFS to the Contractor.

7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;
- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or CONTRACT renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a CONTRACT is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest, is paid.

8. REFUNDS

In the event that the contractor must make a refund to the OCFS for contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments must be submitted to:

New York State Office of Children and Family Services
Attention: Contract Cash Receipts
Bureau of Contract Management
Capital View Office Park
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

9. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contract as otherwise set forth in the applicable provisions of this CONTRACT.

10. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report. This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:
<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>

The Contractor must submit a completed Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Empire State Plaza
Building 1, 19th Floor
Albany, New York 12239

11. IRAN DIVESTMENT ACT

By entering into this CONTRACT, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such CONTRACT any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this CONTRACT, it must provide the same certification at the time the CONTRACT is renewed or extended. Contractor also agrees that any proposed Assignee of the CONTRACT will be required to certify that it is not on the Prohibited Entities List before OCFS may approve a request for Assignment of CONTRACT.

During the term of the CONTRACT, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then

OCFS shall take such action as may be appropriate and provided for by law, rule, or CONTRACT, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OCFS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the CONTRACT, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

12. ADDITIONAL ASSURANCES

- a. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.
- b. Notwithstanding the provisions of Article 14 of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

13. EXECUTIVE ORDER NUMBER 38

Executive Order Number 38 sets Limits on State-Funded Administrative Costs & Executive Compensation. Contracts, payment requests and reporting must comply with the regulations promulgated pursuant to this Executive Order. The Order can be found at the following website address:
<http://executiveorder38.ny.gov/>

LEGAL NOTICE: Based upon the April 8, 2014 decision in Agencies for Children's Therapy Services, Inc. v. New York State Department of Health, et al. ("ACTS"), covered providers conducting business in Nassau County need not file Executive Order 38 disclosures. For purposes of this notice, "conducting business" means having a place of business within Nassau County, providing program services or administrative services involving the use or receipt of State funds or State-authorized payments within Nassau County, or otherwise conducting business within Nassau County in relation to which executive compensation is paid. Please note that the ACTS decision is under appeal. Those affected by the ACTS' decision should periodically check the EO 38 website for updates regarding any changes to this notice.

14. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in the Attachment MWBE entitled "Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

15. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs, that are responsible and responsive, for at least six percent (6%) of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: <https://ogs.ny.gov/Veterans/>

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to State Contracts through Set Asides, please refer to the following:

- [Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance](#)

- Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides
- <https://ogs.ny.gov/Veterans/>

Please note that bidders/proposers must continue to utilize M/WBEs, as discussed above in paragraph 14, consistent with current State law.

16. OUTSIDE COUNSEL

Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the New York State Office of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

17. EXECUTIVE ORDER NUMBER 177

Executive Order Number 177, signed on February 3, 2018, by Governor Andrew M. Cuomo directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The Contractor must provide the EO 177 Certification statement found at the following website address: OCFS-2647, EO 177 Certification prior to any contract award or renewal of any contract by OCFS. By signing this agreement, contractor certifies that it is in compliance with these provisions.

18. FEDERAL FUND ADVANCE REQUEST

Requests for advance payments on federally funded contracts must be made in accordance with 2 CFR Part 200, and in particular with 2 CFR section 200.305 and other applicable laws, rules and regulations. Requests for advance payments on federally funded contracts must be made, in writing, on the Federal Fund Advance Request form (OCFS-3900), pursuant to the process established by OCFS. OCFS will review and a determination will be made upon the contractor's submission of all required information. OCFS will recoup advance payments on federally funded contracts by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the third quarter of the contract period and in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and in accordance with the Federal Fund Advance Request Form (OCFS-3900). In the event a request for an advance payment on a federally funded contract is made in or later than the second quarter of the contract period, and such request is approved by OCFS, OCFS will recoup such advance payment by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the fourth quarter of the contract period in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and the Federal Fund Advance Request Form (OCFS-3900).

19. SPENDING ADJUSTMENTS

OCFS recognizes that actual costs incurred under the contract may be different from the projected costs in the approved contract budget. Upon the contractor's determination that expenditures are going to deviate from the approved contract budget, a written request for an adjustment to the spending of the approved contract budget must be submitted.

A budget spending adjustment request must be in writing and completed and approved by OCFS prior to the effective date of the adjustment to allow for the processing of any claims related to costs exceeding the current approved budget categories for the contract your organization's project. Any spending related to a budget spending adjustment that is not submitted and approved prior to the effective date may result in the non-reimbursement of associated expenses.

All budget spending adjustments will be subject to review by the OCFS Contract Compliance Unit to determine compliance with mandatory NYS MWBE requirements as stated in the Contract. Any spending adjustment that alters discretionary spending under the Contract may result in changes to your MWBE Spending Goal.

OCFS will not approve any budget spending adjustment during the final year of the Contract that appear to have the intent of spending down unexpended funds on equipment or other items that are not directly related to use in the current contract period/term.

While there are occasions where it is necessary, OCFS discourages budget spending adjustments in the final quarter of the Contract.

20. STATE FINANCE LAW §139-I

New York State Finance Law §139-I, effective January 1, 2019, requires, in relevant part, that "[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] "[b]y submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-I and <https://www.ny.gov/combatting-sexual-harassment-workplace/employers#top>. By signing this agreement, contractor certifies that it is in compliance with these provisions.

Attachment A1-B

Program Specific Terms and Conditions

Multi-Disciplinary Teams and Child Advocacy Centers (MDT/CAC) for Mobile Units

The Office of Children and Family Services (OCFS) is administering grant funds made available through a Memorandum of Agreement (MOA) with the New York State Office of Victim Services (OVS). These federal Victims of Crime Act (VOCA) funds are made available to allow for the purchase of Mobile Child Advocacy Units to meet the needs of child victims and non-offending caretakers as a result of child abuse. The Mobile Child Advocacy Units are utilized in identified counties who have an approved MDT/CAC and follow all the MDT/CAC standards listed below.

MDT/CAC's conduct investigations of physical abuse, sexual abuse, near death and deaths of children ages 0 to 18 years of age using cross discipline expertise; an environment staffed by and/or accessible to multiple disciplines for training and equipped to conduct initial and ongoing forensic interviews, case management, medical exams and psycho/social assessments in a child and family friendly setting. The MDT/CAC identifies opportunities for systemic changes and immediate interventions to enhance investigations and treatment of crimes against children.

The following are the required New York State program standards or components of a fully functioning CAC:

1. **A Child Appropriate/Child Friendly Facility:**
A comfortable, private, child friendly setting that is both physically and psychologically safe for clients. It is preferable that this site be in a location separate from other service providers. However, it may be a special family/victim-oriented sub-facility within a larger agency.
2. **Established Multidisciplinary Team (MDT):**
There must be a well-functioning multidisciplinary child abuse investigation team in place with a protocol for the investigation and interviewing of child victims. The team must consist of representation from Child Protective Services, the District Attorney's office, law enforcement agencies and medical providers. The team should also include mental health, victim advocacy, and other agencies involved with targeted cases.
3. **Organizational Capacity:**
A legal entity responsible for program and fiscal operations that implements sound administrative practices.
4. **Cultural Competency and Diversity:**
Promotes policies, practices and procedures that are culturally competent.
5. **Forensic/Investigative Interviews:**
Interviews are conducted in a manner that is of a neutral, fact finding nature, and coordinated to avoid duplicative interviewing.
6. **Medical Evaluation:**
Specialized medical evaluation and treatment are made available to child victims as part of the MDT response, either at the CAC or through coordination and referral with other specialized medical providers.
7. **Therapeutic Intervention:**
Specialized mental health services are made available as part of the team response, either at the CAC or through coordination and referral with other providers, throughout the investigation and subsequent legal proceedings.
8. **Victim Support/Advocacy:**
Victim support and advocacy are available, throughout the investigation and prosecution.
9. **Case Review:**
Team meetings and information sharing regarding the investigation, case status and services needed by the child and family occur on a routine basis.
10. **Case Tracking:**
CACs must agree to collaborate to develop and implement a system for monitoring case progress and tracking case outcomes for team components.

Attachment A1-B

New York State Social Services Law Section 423 requires all counties to use a MDT approach or a joint response with law enforcement to investigate reports alleging physical abuse, sexual abuse, fatalities and cases where a child has been physically harmed after two prior reports by mandated reporters within the previous six months. New York Social Services Law 423-a establishes CACs that provides, among other things, sound program, fiscal, and administrative practices as well as inter-disciplinary protocols.

All CAC programs are approved as Tier I programs by OCFS.

The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of OCFS under this AGREEMENT online through the Contract Management System (CMS), please refer to the Attachment D. The Contractor shall also submit the appropriate supporting fiscal documentation for the expenses claimed as requested.

OCFS, and through OCFS the contractor(s) and subcontractor(s), must be in compliance with VOCA standards under this project. These requirements are outlined in Attachment-F (Federally Funded Grants - Special Conditions - OVS). Please refer to Section 5 Contract Documents for additional information.

The Contractor shall return the Mobile Unit (RV) purchased with funds from this Agreement to the State at the Contractor's cost and expense if the vendor's program dissolves. In addition, the Contractor agrees to permit the State to inspect the RV and to monitor its use at reasonable intervals during the Contractor's regular business hours. The Contractor shall be responsible for maintaining and repairing the RV 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.

The Contractor agrees that the RV, when returned, shall be in the good condition. All components of the RV shall have been properly serviced, following the manufacturer's written operating and maintenance plan, such that the Vehicle remains eligible under the manufacturer's standard, full service maintenance warranty without OCFS incurring any expense to repair or rehabilitate the Vehicle. If, in the opinion of OCFS, any Item of the Vehicle fails to meet the standards set forth above, the Vendor agrees to pay on demand all costs and expenses incurred in connection with repairing such Item of the Vehicle and restoring it so as to meet such standards.

Attachment A-2

Rev. 6-27-2019

Federal Assurances and Certifications

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Office of Family and Children Services (OCFS).

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) and Executive Order Number 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

13. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14. This contract is funded in whole or part with federal funds. OCFS is a pass-through entity of these federal funds. The vendor may be determined, as shown on Attachment E, to be a sub-recipient of federal funds or assistance. Sub-recipients of federal funds or assistance have the responsibility of reporting to OCFS in addition to the sub-recipient's responsibility to file reports with the federal clearinghouse designated by Office of Management and Budget (OMB). If this contract will require the sub-recipient to expend \$750,000 or more of federal funds from this contract, or in total with other contracts or grants of federal funds or assistance in the sub-recipient's fiscal year, regardless of the source of the funding, the sub-recipient is required to comply with the terms and provisions of the 2 CFR Part 200 (Subparts A – F) - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* or, if applicable, 45 CFR Part 75 or other applicable federal regulation. The sub-recipient will notify OCFS if it reasonably expects to expend the sum of \$750,000 of federally derived funds, in its fiscal year, as soon as it has notice of awards, grants or contracts totaling \$750,000 in federal funds but in no event later than the close of the calendar year. The sub-recipient will have an audit performed pursuant to the requirements of 2 CFR Part 200 (Subparts A – F) - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* or, if applicable 45 CFR Part 75 or other applicable federal regulation, and provide OCFS with the required reports within 30 days of the sub-recipient's receipt of the independent audit report or within 9 months after the close of the sub-recipient's fiscal year, whichever event is sooner.

15. Certifies that Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the

responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions of children's services and all subgrantees shall certify accordingly.

16A. 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 4. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 5. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 6. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph four). 7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes: Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance: Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees: (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant: and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement: consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

16B. Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs: and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices.

Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

16C. Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

17. Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18A1. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary

participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

18A2. (1) Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

18B.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was

entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

18B.2 a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. By signing and/or submitting this application or grant agreement, vendor agrees to comply with the Master Contract for Grants – Standard Terms and Conditions including, but not limited to, provision IV.E, Records and Audits, provision III.E, Refunds, and provision III.F, Outstanding Amounts Owed to the State. The vendor further acknowledges that any Federal funds due to the OCFS or the State of New York as a result of overpayments or final State or Federal audit determinations that disallow expenditures that occurred during the contract term may be recouped pursuant to provision III.F or, if not feasible, must be repaid as set forth in provision III.E.1 and as set form in Attachment A-1 section 8 entitled 'Refunds'.

ATTACHMENT B
BUDGET SUMMARY

SINGLE LINE BUDGET

Expense Category	OCFS Funds
1	2
Single Line Budget	
Contract Total	\$250,000.00

Attachment C Work Plan

Attachment C - Workplan

Mobile Unit CAC Project

The Child Advocacy will purchase a CAC mobile unit with the funding provided with this grant in order to reach children and families who reside a significant distance from the CAC building. The mobile unit will allow for a child friendly space for child victims and non-offending family members to receive services. The unit will have a waiting area for families, a child-friendly interview room, an observation room for MDT members and bathroom facilities. It will be equipped with recording and observation equipment as well.

These units will allow for team members to choose a centrally located safe space to meet the family and child right in their own community. Utilizing this mobile unit will increase accessibility to a child safe space and the services that will then be available to that child and their family. Ultimately, the increased accessibility will lend itself to reducing the trauma for these child victims and beginning the healing process.

Providing a child friendly setting where a coordinated response to child abuse allegations may be pursued in ways that support and protect children and their families. The overall goal is to reduce the trauma for these families. Using a multidisciplinary approach, the project aims to: provide a safe, child-friendly setting for interviewing on children suspected of being abused, improve the investigation and prosecution of child abuse cases, enhance interagency communication and cooperation and provide the family with services while assisting them through the investigative and legal process.

The mobile units and their operating MDTs must comply with OCFS standards and OVS/VOCA requirements as outlined in the Attachment A1-B Program Terms and Conditions.

Attachment D

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of See Attachment A-1 for Federal Fund Advance Request percent (____%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

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

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

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

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

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____

- Monthly Reimbursement
Due date _____

- Biannual Reimbursement
Due date _____

- Fee for Service Reimbursement
Due date _____
- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency One payment due within thirty days submission of invoice.
- Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
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

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.

of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to provide details regarding special payment and reporting provisions.

ATTACHMENT E
Federal Fund Vendor Determination
6-27-2019

- This contract is funded in whole or in part with Federal funds. See Attachment A-2 for federal requirements.
- OCFS has determined that the Vendor IS NOT a Subrecipient.
- OCFS has determined that the Vendor IS a Subrecipient.



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1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)— 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 12

PROJECT NUMBER 2018-V2-GX-0047

AWARD DATE 08/09/2018

SPECIAL CONDITIONS

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

29. The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.



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**AWARD CONTINUATION
SHEET**
Grant

PAGE 10 OF 12

PROJECT NUMBER 2018-V2-GX-0047

AWARD DATE 08/09/2018

SPECIAL CONDITIONS

30. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

31. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

32. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

33. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

34. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

35. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2018-V2-GX-0047

AWARD DATE 08/09/2018

SPECIAL CONDITIONS

36. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

37. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
38. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

39. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2017, are available until the end of FY 2020).
40. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.
41. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.



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Office of Justice Programs
Office for Victims of Crime

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 12

PROJECT NUMBER 2018-V2-GX-0047

AWARD DATE 08/09/2018

SPECIAL CONDITIONS

42. High risk: Withholding - Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down funds under this award until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2016, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this special condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

Attachment MWBE

Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures

Revised January 2018

I. General Provisions

- A. The Office of Children and Family Services ("OCFS") is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OCFS, to fully comply and cooperate with OCFS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.
- 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, assessment of liquidated damages pursuant to Section VII of this Attachment and such other remedies are available to OCFS pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, OCFS hereby establishes an overall goal of **30%** for MWBE participation, **15%** for New York State-certified minority-owned business enterprise ("MBE") participation and **15%** for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

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

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1. Evidence of outreach to MWBEs;
 - 2. Any responses by MWBEs to the Contractor's outreach;
 - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OCFS with MWBEs; and,
 - 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
 - 1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to OCFS within seventy-two (72) hours after the date of the notice by OCFS to award the Contract to the Contractor.

Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OCFS may require the Contractor or subcontractor to adopt a model statement (see Form – OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section 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 Contract.

C. OCFS-4629 – Project Staffing Plan Form

This section applies to OCFS contracts with a total value in excess of \$250,000 only.

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OCFS. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

D. OCFS-2171 – Workforce Utilization Report Form

This section applies to non-grant contracts only.

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OCFS on a quarterly basis during the term of the Contract. The completed Workforce Utilization Report must be submitted via email to eeo@ocfs.ny.gov no later than 10 days following the end of each quarter during the term of the Contract.
 2. Separate forms shall be completed by the Contractor and any subcontractors.
 3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

OCFS-4361 – MWBE Utilization Plan Form

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OCFS, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OCFS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OCFS shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through a non-electronic method provided by OCFS (OCFS-4442 – MWBE Request for Waiver Form). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OCFS shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If OCFS, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OCFS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

OCFS-4441 – MWBE Quarterly Report Form

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OCFS by the 10th day following the end of each quarter during the term of the Contract. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

VII. Liquidated Damages - MWBE Participation

- A. Where OCFS determines that the Contractor is not in compliance with the requirements of this Attachment 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 OCFS 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 Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OCFS, the Contractor shall

pay such liquidated damages to OCFS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.



Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE
County Executive

EDWARD ARCURI
Commissioner of Aviation

May 4, 2021

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 21-172
AIRPORT

WAYS & MEANS

Dear County Executive:

The winter season of 2020-2021 has taken a toll on the snow removal equipment at Griffiss. An OshKosh snow blower broke during the end of the season and needs to be replaced or repaired. I did some research and a new OshKosh truck is in the neighborhood of \$180,000. I received a quote to replace the blower unit and it is much more reasonable. (See attached). I do not think the replacement of the whole truck is necessary at this time and I believe spending approximately \$31,000 will be adequate and will extend the life of the plow for many years.

Unfortunately, a major repair like this was not budgeted in the 2021 budget. Fortunately, I was able to do some short term leasing agreements of some locations at Griffiss that was also not budgeted in the 2021 budget. This additional rent will more than cover this expense but I will need to do some budget adjustments in order to pay for this repair.

I therefore request your Board approval for the following 2021 Supplemental Appropriation:

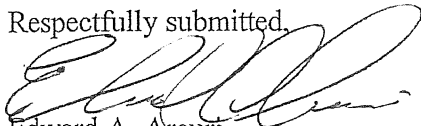
TO:

AA# A5620.452 Department of Aviation – Automotive Repairs \$31,000.

This supplemental appropriation will be fully supported by:

RA# A1775 Department of Aviation – Airport Commissions \$31,000.

Respectfully submitted,


Edward A. Arcuri
Commissioner of Aviation

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

CC: County Attorney,
Comptroller
Budget
Commissioner of Aviation

Date 6-14-21



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

FN 20 21 - 173

May 25, 2021

Board of Legislators
Oneida County
800 Park Avenue
Utica, New York, 13501

AIRPORT
WAYS & MEANS

Re: Consultant Contract with C&S Engineers, Inc. for Airport Business Park Development Plan – Planning, Environmental and Conceptual Design

Honorable Members:

This Board previously approved a master agreement for consultant services with C&S Engineers, Inc. to provide to provide professional planning and engineering services, as well to act as the principal consultant to County at Griffiss International Airport. I now present to you for consideration the first Authorization of Services pursuant to that master contract for Phase 1 of an Airport Business Park Development Plan that will include initial planning, environmental, conceptual design and a preliminary funding program for the area known as the "Triangle."

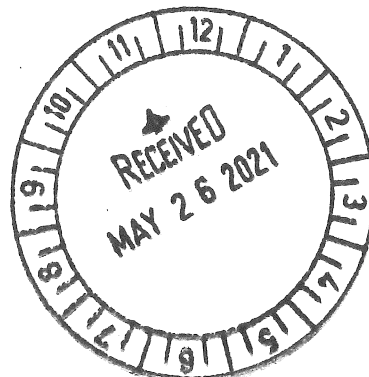
The Triangle is a 258-acre site that we are proposing to develop to support economic development and growth in UAS testing, manufacturing, research and development, and other support facilities. In addition, the proposed uses for the Triangle will include other aeronautic and non-aeronautical uses to generate additional revenue for the County to offset the operational expenses of the airport.

Once the Phase 1 development plan is completed, Phase 2 will be forthcoming and will include a more in-depth funding plan, and will focus on site preparation and land release from aeronautical use as may be required by the FAA.

I respectfully request that you place this matter on the docket for consideration at your June meeting. Time is of the essence if we are to move forward with this plan, as application windows for several funding sources are currently open. Thank you for the Board's kind attention to this matter.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive



Enclosure

Oneida Co. Department: Aviation

Competing Proposal X
Only Respondent _____
Sole Source RFP _____
Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS - SUMMARY**

Name of Proposing Organization:

C&S Engineers, Inc.
499 Col. Eileen Collins Boulevard
Syracuse New York 13212

Title of Activity or Service:

Amendment to Master Agreement for Consultant
Services

Proposed Dates of Operation:

May 25, 2021 to December 31, 2025

Client Population/Number to be Served:

N/A

Summary Statements

- 1) **Narrative Description of Proposed Services**
RME Business Park Plan Phase 1
- 2) **Program/Service Objectives and Outcomes:**
Planning, Environmental and Conceptual Design
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$175,000.00 **Account #** A2653

Oneida County Dept. Funding Recommendation: \$175,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$):

Federal: \$ **State:** \$ **County:** \$175,000.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

County Master Contract No.	<u>130367</u>
Term of Master Contract:	<u>January 1, 2021 – December 31, 2025</u>
Authorization for Services No.	<u>1</u>
Effective Date of Authorization for Services:	<u>June 9, 2021</u>

AUTHORIZATION FOR SERVICES

This Authorization for Services is made pursuant to Oneida County Contract No. 130367, on between Oneida County (“County”) and C&S Engineers, Inc. (“Consultant”) as follows:

1. **Services:**

Consultant shall perform the Services detailed in the Airport Business Park Development Plan Schedule A – Phase 1: Scope of Services attached hereto and made a part hereof.

2. **Compensation:**

County shall pay Consultant for the Services in accordance with the Architectural/Engineering Cost Summary Schedule “B” Planning Phase attached hereto and made a part hereof. Compensation for the Services herein shall not exceed \$175,000.00.

3. All Services shall be performed in accordance with the terms and conditions of Oneida County Contract No. 130367.

County

Consultant

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date

Approved

Amanda L. Cortese-Kolasz
Deputy County Attorney - Administration

Signature


Kirsten A. Cerro
Eastern Region Aviation Service Group Manager

Date: May 26, 2021

AIRPORT BUSINESS PARK DEVELOPMENT PLAN

SCHEDULE A – PHASE 1: SCOPE OF SERVICES

Project Title: Airport Business Park Development Plan

Airport Name: Griffiss International Airport (RME), Rome, New York

Services Provided: Planning, Environmental, and Conceptual Design

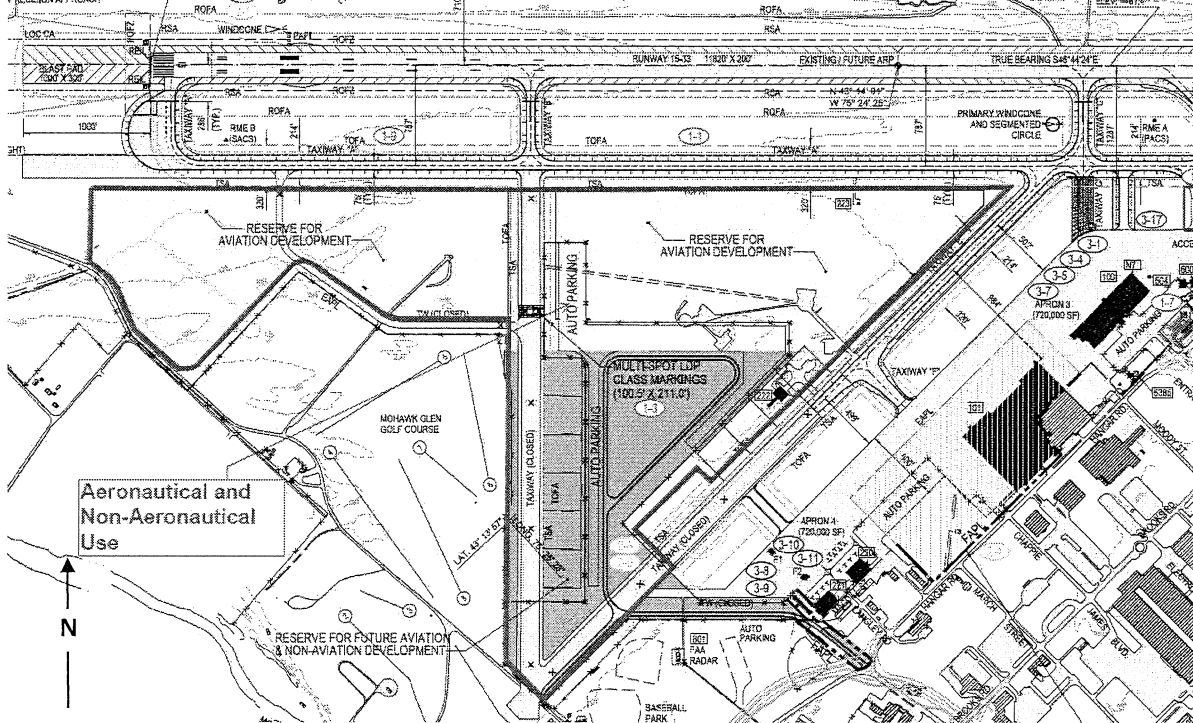
Project Description

Griffiss International Airport (RME) has played an integral role in the development of UAS in Central New York and the Mohawk Valley. RME was one of the original six FAA-designated UAS test sites in the United States in 2013 and one of seven FAA-designated UAS test sites in 2016. NUAIR manages operations of the New York UAS Test Site at RME and is responsible to the FAA and NASA to conduct operations for UAS and advanced air mobility (AAM) eVTOL testing. The Governor’s goal is to place the Mohawk Valley region on the “*global stage for a growing industry*” and the state has invested millions of dollars to make this happen. Some accomplishments of the program to date include:

- Completion of the first in the nation 50-mile unmanned UAS corridor between Syracuse and Rome, facilitating beyond visual line of sight testing, commercial operations, and the safe integration of UAS and eVTOLS into the national airspace.
- Sky Dome – a one-of-a-kind year-round indoor small UAS research facility that will support the safe experimentation of drone technology and techniques
- Groundbreaking work on the development and deployment of UAS by local and international companies including SRC, the C&S Companies, AX Enterprizes, Unifly, Thales, OneSky, ANRA and Airmap.
- New York-Israel Partnership to develop secure communication applications to drive the next wave of Beyond Visual Line of Sight technology

As the owner and operator of RME, Oneida County is committed to UAS development at the airport and providing the facilities necessary to promote continued growth of the industry. Oneida County would like to proceed forward with development of a 258-acre area site to support new development related to UAS testing, manufacturing, R&D, and other support facilities, as well as other aeronautical and non-aeronautical uses. The current Airport Master Plan (AMP) completed by C&S Engineers, Inc. in 2016 and the approved Airport Layout Plan drawing show the area on the airport property to be developed (see Figure 1).

Figure 1



Source: C&S Engineers, Inc.

The purpose of this Business Park Development Plan is to evaluate all aviation and non-aviation uses of the property with the purpose of generating additional revenue for Oneida County to assist in offsetting operational expenses at the airport. Aviation related development areas generally have access to the runways and taxiways and include uses such as fixed base operators, air cargo, hangar development, and specialty aviation services (i.e., aircraft maintenance and repair, flight training, etc.). Non-Aviation related development areas generally do not have access to the runways and taxiways and include uses such as retail, commercial, industrial, or manufacturing. With a Development Plan in place, a funding program will be prepared in order to consider all available sources of capital, and associated timelines. This Scope of Services is comprised of two phases: Phase 1 consists of the initial site assessment, development of conceptual business park layouts and evaluation, and preliminary funding program. A Phase 2 scope or work is dependent upon the development plan derived during Phase 1, and will be prepared at a later date. It is anticipated that Phase 2 will primarily focus on land release from aeronautical use as required by the FAA.

The scope of services includes the following tasks:

Phase 1: Site Assessment and Conceptual Layout

- Task 1: Project Administration / Coordination
- Task 2: Land Use Advisory Services
- Task 3: Existing Conditions
- Task 4: Forecasts and Facility Requirements Review
- Task 5: Conceptual Site Layouts and Evaluation
- Task 6: Financial & Economic Benefits

- Task 7: Conceptual Design
- Task 8: Project Funding Program
- Task 9: Project Timeline

PHASE 1: SITE ASSESSMENT AND CONCEPTUAL LAYOUT

Task 1: Project Administration / Coordination

The CONSULTANT shall aid the SPONSOR by acting as its liaison and project coordinator with the FAA. The specific services to be provided by the CONSULTANT during this phase are as follows:

- Coordinate the efforts of the internal planning and design team to help ensure quality control and consistency in report documents and drawings
- Maintain Project financial records
- Prepare and submit monthly progress reports to SPONSOR
- Bi-weekly calls/zoom meetings with the SPONSOR, Mohawk EDGE, and FAA to provide project updates, coordinate data collection efforts, discuss technical issues, present alternatives, and a final Business Park Plan (assumes 2 to 4 C&S staff attending depending on meeting agenda).
- Developing, communicating, managing, and executing the scope of work

Task 2: Land Use Advisory Services

Site and Market Context

The Consultant will conduct a task-specific working session with EDGE and RME staff to confirm vision, gain familiarity with the market and economic backdrop, and understand previous work conducted for the Triangle Site and Griffiss Business & Technology Park. This meeting will be used to discuss preferences and priorities for future use, as well as any specific market opportunities and/or constraints known to exist for the subject property.

Existing, relevant documentation as identified by EDGE, RME, and the Consultant team will be reviewed to gain an understanding of the attributes of the property, local and regional market context, and prevailing industry trends. This information would typically include previous (re)development plans, regional and other economic development plans, real estate data, economic and industry information, zoning or regulatory context, and other documentation as necessary.

Should the client prefer an independent analysis and/or confirmation of market basis for envisioned future use of the site, the scope and fee for this task may be adjusted to meet specific needs. For example, this could include stakeholder outreach and/or interviews to gain additional, unique perspectives on market trends or future development of the Triangle Site.

Definition of Non-Aeronautical and Aeronautical Uses

For non-aeronautical uses, it is assumed that the identification of target industries, assessment of market demand, and associated development considerations will be informed primarily through coordination with EDGE, tapping into the organization's knowledge base and economic development experience within the region, as well as any previous studies performed. As needed to support land release justification and/or purpose & need under regulatory processes, C&S staff will conduct follow-on analysis covering topics such as real estate, industry, workforce, and/or demographic conditions.

The C&S team will also conduct aviation-related industry benchmarking to identify prevailing regional or national trends that may present opportunities relative to RME's airfield-adjacent real estate holdings. This will include research of aviation-related development at and adjacent to peer airports in order to identify key site requirements and facility attributes, site requirements, and market trajectory for aeronautical uses.

For both non-aeronautical and aeronautical uses, we will identify high-level industry requirements to include typical acreage and specialized site needs. This information will provide a basis for subsequent tasks including the development of conceptual site layouts and schematic design.

Findings of this evaluation of aeronautical and non-aeronautical market potential and site requirements will be documented in a manner supporting future land release and environmental review needs.

Assessment of Airport Ground Lease Rates

The Consultant will analyze property value and leasing rate information from a number of sources including:

- Existing Airport leaseholds for aeronautical and non-aeronautical development located on RME property
- Peer airports sharing similarities in scale and services level and/or geographic region
- Prevailing property values and ground lease rates within the market area as established through analysis of third-party real estate data. **It is assumed this data will be furnished by EDGE.**
- FAA requirements and practical applications thereof, related to ground lease rates as a proportion of total property value.

This assessment will yield estimates of ground lease rates for property within the Triangle Site study area, with distinctions made between aeronautical and non-aeronautical land as appropriate. The ground lease rate assessment will be applied to each of the three conceptual land use alternatives. Note that this analysis does not represent a certified appraisal of value, but rather planning-level estimates of ground lease rents potentially supported upon development of the subject property.

Task 3: Existing Conditions

Project Site

The proposed Business Park (Project Site) is contained within the limits of the RME property limits. This section will include an overview of the Airport's existing facilities, facilities adjacent to or within the Project Site, and the physical characteristics of the Project Site.

Infrastructure

Existing infrastructure will be identified with updated drawings being prepared to include the following:

- Sanitary sewer
- Water System
- Stormwater
- Electric
- Natural Gas
- Access and roads

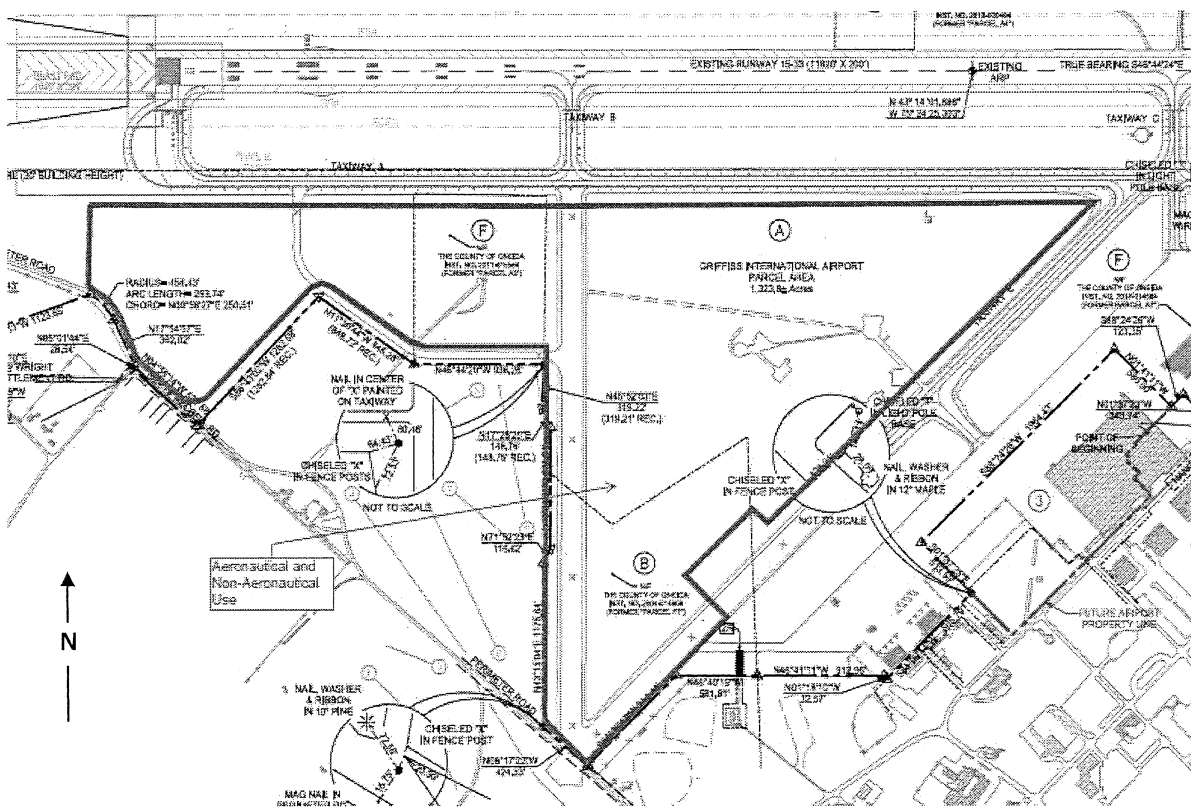
History of the Property

Based on a review of the existing Exhibit "A", Airport Property Map, the Business Park Development area was part of the surplus property transfer that took place between the United States of America (US Air Force) and Oneida County in 2004 (see Figure 2). Additional questions to be addressed include the following:

- Any requirements associated with prior use as an air force base?
- Were federal funds used for improvements on the property?

The answers to these questions will be important for addressing the release from aeronautical use that may be required.

Figure 2



Source: C&S Engineers, Inc.

Environmental Overview

The Environmental Overview includes preparing scoping letters to be distributed to federal, state, and local agencies to identify environmental categories that have the potential to be impacted within the limits of proposed development. In addition, information contained in the Airport Master Plan, Environmental Assessments completed for Obstruction Mitigation and the Commercial Passenger Terminal Building, and online resources will be reviewed to identify any information that might be available to assist in identifying

potential categories that could be affected. Environmental overview maps prepared for the Airport Master Plan and prior Environmental Assessments will be used and updated as needed.

The categories are listed in the table below:

Air Quality	Visual Effects (including light emissions)
Coastal Resources	Natural Resources & Energy Supply
Land Use	Noise & Compatible Land Use
Construction Impacts	Hazardous Materials, Solid Waste & Pollution Prevention
Department of Transportation Act, Section 4(f)	Socioeconomic, Environmental Justice, and Children’s Environmental Health & Safety Risks
Farmlands	Historic, Architectural, Archeological, and Cultural Resources
Biological Resources (including fish, wildlife, and plants)	Water Resources (including wetlands, floodplains, surface waters, groundwater, and wild & scenic rivers)
Climate	

Phase 1 ESA

A Phase I Environmental Site Assessment (ESA) will be done on all parcels to be developed as part of the Airport Business Park Plan (identified as Parcels A, B, and F on the Airport Property Map completed in 2006 as part of the Airport Master Plan). The report will include:

- Interviews with past and present owners, operators and occupants
- Searches for environmental cleanup liens
- Federal, tribal, State and local government records reviews
- Visual inspection of the subject property and in some cases adjoining property
- A declaration by the “environmental professional” regarding any “data gaps” (missing information) that could affect the discovery of hazardous conditions or contamination on a site.

Regulatory Setting / Constraints

The Airport Business Park Project Area is contained within the RME property limits. There are federal regulations and grant assurances that the County agrees to when they accept federal dollars for airport development. Applicable regulations, standards, and grant assurances to be considered in developing a site plan include the following:

- FAA Grant Assurances (#4: Good title, #5: Preserving rights and powers, #21: Compatible land use, #25: Airport revenues, #29: Airport layout plan/Exhibit “A”, and #31: Disposal of land)
- FAA Order 5190.6B, *Airport Compliance Manual*, Chapter 22, Releases from Federal Obligations
- FAA Policy and Procedures Memo 5190.6, *Guidance for Leases, Use Agreements and Land Releases*
- Reauthorization Program Guidance Letter 19-02, Section 163, Limited Regulation of Non-Federally

Sponsored Property

- FAR Part 77, *Safe, Efficient Use, and Preservation Of The Navigable Airspace*
- AC 150/5300-13A, *Airport Design*

The regulations, standards, and grant assurances will be summarized and constraints to site development identified. This will include a review of the National Priority Sites Map for RME, a discussion on whether Installation Restoration Program (IRP)/Land Use Control Sites are located within the Business Park Project Area, and any land use restrictions associated with development of the site.

Task 4: Forecast and Facility Requirements Review

A review of the 2006 Airport Master Plan forecasts will be conducted to determine whether the forecasts and associated facility requirements remain valid or aeronautical demand/use has changed at RME. This task in conjunction with Task 2 will provide the purpose and need for the Proposed Business Park Project and documentation/analysis to support non-aeronautical development at RME. Specific tasks include the following:

- Review and summarize AMP forecasts and facility requirements
- Compare AMP forecasts to OPSNET (tower records) through 2019 to see if annual operations match with forecasts or are lower or higher. This does not include an in-depth analysis or the preparation of formal forecasts for FAA approval. Rather it is a high level review to determine recent changes.
- Determine availability of hangar space and land for future aeronautical development based on development that has taken place since completion of the Airport Master Plan
- Discussion of COVID-19 impacts on airport operations at RME and post-pandemic industry trends (i.e., includes timeframe for recovery, new types of operations such as cargo, etc.).

The above information will assist in determining how much of the Proposed Business Park Site should be preserved for aeronautical versus what can be used for non-aeronautical use.

Task 5: Conceptual Site Layouts and Evaluation

C&S staff will evaluate how to best position the Airport property assets to capture demand on the Proposed Business Park Site. Consideration will be granted to the positioning of sites within the Study Area and their potential to support aeronautical uses, such that near-term decisions support long-term goals relative to aeronautical priorities. The scale, orientation, and positioning of non-aeronautical development sites will seek to optimize the development potential of RME property assets that are not prioritized for aeronautical use.

Up to three (3) conceptual site plan alternatives will be developed to illustrate findings of the analysis. These site plans are expected to vary in the balance of aeronautical versus non-aeronautical use, composition by use and/or development format, scale, and physical layout. This will include land uses, number of lots, roads and site circulation, parking, and stormwater retention ponds. The focus of each conceptual site plan alternative will be coordinated with the County, Airport staff, and EDGE.

Each conceptual site plan alternative will then be evaluated using a comparative analysis approach. Evaluation factors include, but are not limited to, the following:

- Rough order of magnitude (ROM) construction costs
- Road systems and parking
- Infrastructure impacts and availability
- Environmental impacts
- Market support

The conceptual site plans will be evaluated using a matrix analysis which will assist in the selection of a preferred development plan.

Task 6: Economic Benefits

Based on the preferred development plan identified under Task 5 and assumptions regarding future use, building square footage, and wage structure aligning with market standards, we will conduct a high-level economic impact analysis. This analysis will provide estimates of on-site employment, labor income, and economic output to occur in the Oneida County market (including direct, indirect, and induced effects) upon full buildout of the Triangle Site as proposed under the preferred development plan. Results of the economic impact analysis will be provided in a concise memo format.

Task 7: Conceptual Design

The Conceptual Design task is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the business park plan. A high-level design of buildings, driveways, parking, accessory structures, utility alignment, turn radii, and building heights will be performed. The data provided will assist in identifying easements that are required, connections to distribution mains, and probable costs.

The specific services to be provided for Conceptual Design include the following:

- Review available materials provided by OWNER which include: existing topography, existing utility maps, preliminary layout plan
- Perform a site visit to evaluate property conditions and field audit the existing survey. If it is deemed additional survey is needed, ENGINEER shall coordinate with Surveyor to ensure all required information required to progress the project is obtained
- Meet with OWNER to discuss project approach and scope
- Verify the hydrologic and hydraulic computations and features on site
- Meet with representatives from the NYSDEC and Oneida County to review the process required for development of a storm water management system for the development
- Identify conceptual storm water management area
- Perform a wetland survey to delineate the wetland boundary near the proposed Storm Water Management Facility within the project area

Task 8: Project Funding Program

Once a preferred development alternative is established, a funding program will be initiated to assess available financial resources that could advance some or all of the project specifics. Specific grant and or financial incentive programs may also bring with them scheduling requirements as well as additional prerequisite tasks. Identifying potential funding partners early on will help prioritize the overall development program. Included in this task is assisting the Sponsor with initial coordination meetings with the FAA – NYADO Office to discuss the County’s proposed development and establish an agreed approach to obtaining the necessary level of environmental clearance and progressing the aeronautical land release (Phase 2).

Specific tasks include the following:

- Preparation of executive program summary, including overall scope of project, potential benefits, and estimated costs.
- Concept-level program schedule identifying milestone stages, including possible project phasing alternatives
- Site plan of preferred alternative identifying proposed infrastructure
- Preparation of graphical renderings of the preferred development alternative
- Facilitating a meeting(s) with the FAA-NYADO office to review development program; include preparation of meeting materials, agenda, and minutes

Task 9: Project Timeline

A project timeline will be developed for the Phase 1 Tasks and will include key milestones and tasks associated with the development of Airport Business Park alternatives, environmental review, FAA Aeronautical Land Release requirements, as well as application timeframes for pursuing potential funding programs.



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
PLANNING PHASE**

PROJECT NAME: BUSINESS PARK DEVELOPMENT PLAN
PROJ DESCRIPTION

DATE: 13-May-21
A/E: C & S ENGINEERS, INC.
PROJECT NO:
C&S CONTACT:

CLIENT: ONEIDA COUNTY
CLIENT MANAGER: ED ARCURI

I. ESTIMATE OF DIRECT SALARY COSTS:

	TITLE	AVERAGE RATE OF PAY (\$/HR)	@	ESTIMATED HOURS	=	ESTIMATED COST
A.	Senior Vice President	\$426.00	X	0	=	\$0.00
B.	Vice President	\$360.00	X	0	=	\$0.00
C.	Service Group Manager	\$300.00	X	0	=	\$0.00
D.	Department Manager	\$239.00	X	13	=	\$3,107.00
E.	Senior Principal Engineer	\$354.00	X	51	=	\$18,054.00
F.	Principal Engineer	\$200.00	X	75	=	\$15,000.00
G.	Managing Engineer	\$200.00	X	81	=	\$16,200.00
H.	Chief Engineer	\$184.00	X	0	=	\$0.00
I.	Senior Project Engineer	\$165.00	X	0	=	\$0.00
J.	Project Engineer	\$147.00	X	0	=	\$0.00
K.	Engineer	\$129.00	X	0	=	\$0.00
L.	Staff Engineer	\$115.00	X	0	=	\$0.00
M.	Senior Project Environmental Scientist	\$150.00	X	38	=	\$5,700.00
N.	Senior Project Designer	\$138.00	X	0	=	\$0.00
O.	Senior Designer	\$113.00	X	0	=	\$0.00
P.	Designer	\$104.00	X	0	=	\$0.00
Q.	Designer Technician	\$72.00	X	0	=	\$0.00
R.	Senior Program Coordinator	\$120.00	X	0	=	\$0.00
S.	Grants Administrator	\$106.00	X	0	=	\$0.00
T.	Assistant Grants Administrator	\$89.00	X	0	=	\$0.00
U.	Managing Director	\$288.00	X	0	=	\$0.00
V.	Director	\$261.00	X	16	=	\$4,176.00
W.	Associate Director	\$245.00	X	60	=	\$14,700.00
X.	Principal Consultant 2	\$181.00	X	274	=	\$49,594.00
Y.	Principal Consultant 1	\$166.00	X	120	=	\$19,920.00
Z.	Senior Consultant 2	\$138.00	X	68	=	\$9,384.00
AA.	Senior Consultant 1	\$129.00	X	72	=	\$9,288.00
BB.	Consultant 2	\$150.00	X	0	=	\$0.00
CC.	Consultant 1	\$130.00	X	0	=	\$0.00
DD.	Senior Construction Supervisor	\$239.00	X	0	=	\$0.00
EE.	Construction Supervisor	\$193.00	X	0	=	\$0.00
FF.	Resident Project Representative IV	\$170.00	X	0	=	\$0.00
GG.	Resident Project Representative III	\$153.00	X	0	=	\$0.00
HH.	Resident Project Representative II	\$137.00	X	0	=	\$0.00
II.	Resident Project Representative I	\$122.00	X	0	=	\$0.00
JJ.	Senior Technical Administrator	\$118.00	X	0	=	\$0.00
KK.	Office Coordinator	\$80.00	X	0	=	\$0.00
LL.	Intern	\$62.00	X	0	=	\$0.00
TOTAL ESTIMATED DIRECT SALARY COST:						\$172,803.00



II. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	5 TRIPS @ 100 MILES/TRIP @	\$0.575	=	\$287.50
		2 TRIPS @ 378 MILES/TRIP @	\$0.575	=	\$434.70
B.	TRAVEL, BY AIR:	0 TRIPS @ 0 PERSONS @	\$0.00	=	\$0.00
C.	PER DIEM:	2 DAYS @ 2 PERSONS @	\$151.00	=	\$604.00
D.	PERMIT FEES			=	\$0.00
E.	MISCELLANEOUS:			=	<u>\$870.80</u>

TOTAL ESTIMATE OF DIRECT EXPENSES:

\$2,197.00

IV. TOTALS:

A. MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:

\$175,000.00



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

June 8, 2020

FN 20 21-174

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Honorable Members:

The Oneida County Board of Legislators designated January 1 through January 31, 2020 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 12 landowners owning 1,630.2 acres to be in accordance with the qualifications for inclusion within an agricultural district.

I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by committee, and subsequently by the full Board at the meeting of **July 14, 2021** thereafter being submitted to the State for final approval.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board of Legislators

Attachments



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

May 25, 2021

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

RE: Public Hearing for Open Enrollment 2021

Dear Mr. Billard,

The Farmland Protection Board held a Public Hearing for 2021 Open Enrollment on Tuesday May 25th 2021 at 11:00 A.M. at Cornell Cooperative Extension, 121 Second Street, Oriskany, NY 13424.

There were no adverse comments received concerning the modifications of Districts 1, 2, 4, 5, and 7. After reviewing the applications for Open Enrollment to the State Certified Agricultural Districts, The Farmland Protection Board recommends the modifications to the Districts.

Respectfully submitted,

Brymer Humphreys, Chairperson
Oneida County Farmland Protection Board

Cc: All FBP Members
Commissioner of Agriculture and Markets
Commissioner of DEC

Oneida County Farmland Protection Board * C/O Cornell Cooperative Extension
121 Second Street * Oriskany, New York * 13424 * (315) 736-3394



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

XXX ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

AGENDA

Tuesday May 25, 2021

11:00 A.M.

CCE Oneida Office

- February minutes
- Review any new 2021 Open Enrollment applications
- Public Hearing on Oneida County Agricultural District 2021 Open Enrollment
- Public Hearing on 2021 Open Enrollment SEQR - Pawlusik
- Public Hearing on Agricultural District 4 SEQR – Pawlusik
- Solar Update - Link
- Discussion for open board seat
- New business



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

**OC Farmland Protection Board
Virtual Public Hearing
7:00 P.M. Tuesday May 25, 2021 Minutes**

I. Call to order

Broccoli called the meeting to order at 11:00 A.M.

II. Attendance

The following persons were present: Mike Cosgrove, Paul Snider, Paul van Lieshout, Kathy Pilbeam, James Genovese, Matt Pawlusik, Marty Broccoli, and Remi Link.

Guests: Keith Schiebel, Barbara Pickering and Cheryl Colucci

III. Approval of minutes from last meeting

Motion by van Lieshout to approve February minutes as submitted. Second by Cosgrove. Motion carried.

IV. 2021 Open Enrollment Application – Two applications were reviewed by the board, one from Town of Deerfield and one from City Rome.

Motion to approve both applications by Cosgrove.

Second by Snider. No further discussion. Motion carried

V. Public Hearing for 2021 Open Enrollment – Broccoli open the floor for public comment on the submitted applications at 11:05 A.M. A total of ten applications were submitted and approved by the board for 2021. One application requested to be removed.

Pickering – She explained that her family intends to re-start their family farm. They are interested in flowers, herbs, crops and small animals. Her application was reviewed by the board at the February meeting and approved.

No further comments from the floor.

Motion to close the public hearing for the 2021 open enrollment applications by van Lieshout.

Second by Cosgrove. No further discussion. Motion carried.

VI. Public Hearing on 2021 Open Enrollment SEQR – Pawlusik open the floor at 11:11 A.M. Copy of the State Environmental Quality Review (SEQR) was presented. Pawlusik reviewed the short form. 1,630.22 acres will be added to the district.

Pawlusik explained that the SEQR is a required step to change municipal boundaries.

Schiebel commented that the SEQR is a regulatory process and can be used as a discovery tool when reviewing applications.

No further comments

Motion to approve the SEQR by Snider.

Second by Genovese. No further discussion. Motion carried.

VII. Public Hearing for Agricultural District 4 SEQR – Pawlusik open the floor at 11:25 A.M. Copy of the SEQR was presented. After reviewed a total of 27,774.7 acres in District 4. Pawlusik reviewed the short form.

Motion to approve the SEQR for District 4 by Genovese.

Second by van Lieshout. No further discussion. Motion carried.

Motion by Genovese to close both public hearings for State Environmental Quality Review for 2021 Open Enrollment and Agricultural District 4.

Second by Broccoli. No further discussion Motion carried.

Broccoli closed the public hearings at 11:45 A.M.

VIII. Solar Update – Link reported that a revised addition of Oneida County Agriculture Friendly Guide will be going out to municipalities soon. Renewable energy resources will be addressed. The publication is to provide information and education to municipalities relating to agriculture. An electronic copy will go out to all municipalities and be posted on CCE and OC Planning websites.

Genovese reported that an incentive package created by the Industrial Development Agency (IDA) was approved on April 30th. These incentives packages are for energy companies who avoid prime soils in the county and can site projects on less productive soils. Encouraging the renewable energy developers to seek out the IDA for a more universal approach to create tax policies for projects.

IX. Board Terms – Board member Cassidy did not renew his term for 2021. At the February meeting Bill Paddock was nominated. He did respond that he was unable to attend this meeting today. Cosgrove will reach out to him and report back to the board.

X. Adjournment

Motion to adjourn by Genovese. Second by van Lieshout. Meeting adjourned at 12:10 P.M.

NEXT MEETING: December 2021

Minutes submitted by R. Link

ONEIDA COUNTY NYS AGRICULTURAL DISTRICT OPEN ENROLLMENT 2021

<u>Owner</u>	<u>Parcel Number</u>	<u>Acres</u>	<u>Municipality</u>	<u>District</u>	<u>Comment</u>	<u>Farm Type</u>
Brian Stolarczyk	389,000-1-1	25.2	Augusta	4	New OE 2021	Dairy, Alfalfa, Corn, Oats
Brian Stolarczyk	380,000-1-17.1	26.1	Augusta	4	New OE 2021	Dairy, Alfalfa, Corn, Oats
Brian Stolarczyk	380,000-1-18.1	124.1	Augusta	4	New OE 2021	Dairy, Alfalfa, Corn, Oats
Brian Stolarczyk	380,000-1-16	96.1	Augusta	4	New OE 2021	Dairy, Alfalfa, Corn, Oats
Brian Stolarczyk	380,000-2-24	126.0	Augusta	4	New OE 2021	Dairy, Alfalfa, Corn, Oats
Keith Peavey	286,000-2-60.15	72.7	Verona	4	New OE 2021	Hay, Maple Sap
Kris Morrissette	337,000-1-1.2	5.0	Kirkland	5	New OE 2021	Poultry, Equine, Hay
Kris Morrissette	337,000-1-1.1	10.6	Kirkland	5	New OE 2021	Poultry, Equine, Hay
Mitchell Willbert	155,000-1-36	72.9	Western	2	New OE 2021	Maple Sap, Christmas Tree
Yost Miller	370,000-1-2.1	63.1	Augusta	4	New OE 2021	Field Crops
Yost Miller	371,000-1-1	74.1	Augusta	4	New OE 2021	Field Crops
Bid-A-We Farm, LLC	363,000-1-55.1	95.3	Augusta	4	New OE 2021	Corn Silage, Hay
Bid-A-We Farm, LLC	363,000-1-5.1	64.5	Augusta	4	New OE 2021	Corn Silage, Hay
Jeffrey Flatt	215,000-2-7.2	9.4	Vienna	1	New OE 2021	Livestock, Hay
Victoria Riordan	304,000-2-50.1	56.0	Whitestown	5	New OE 2021	Orchard, Bees
Victoria Riordan	304,000-1-61.1	76.9	Whitestown	5	New OE 2021	Orchard, Bees
Lester Miller	192,000-1-10.1	151.0	Floyd	7	New OE 2021	Dairy, Corn, Hay
James Alger	44,000-1-2.1	151.2	Ava	2	New OE 2021	Poultry, Field Crops
The God's Country IRR Trust	266,000-1-11	26.4	Deerfield	7	New OE 2021	Hay, Equine, Bees
The God's Country IRR Trust	266,000-1-10	163.5	Deerfield	7	New OE 2021	Hay, Equine, Bees
Wagner Farms	257,004-1-3.2	9.0	Rome	2	New OE 2021	Field Crops, Vegetable Crop
Wagner Farms	257,000-1-8.5	10.6	Rome	2	New OE 2021	Field Crops, Vegetable Crop
Wagner Farms	257,000-1-8.3	42.2	Rome	2	New OE 2021	Field Crops, Vegetable Crop
Albert Wagner	257,000-1-13.2	44.2	Rome	2	New OE 2021	Field Crops, Vegetable Crop

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: 2021 Oneida County Agricultural District Open Enrollment			
Project Location (describe, and attach a location map): Towns of Augusta, Ava, Deerfield, Floyd, Kirkland, Rome, Verona, Vienna, Western, & Whitestown			
Brief Description of Proposed Action: The addition of properties to NYS Agricultural District for Oneida County through the annual Open Enrollment Process.			
Name of Applicant or Sponsor: Oneida County Board of Legislators		Telephone: (315) 798-5900 E-Mail: jsmith@ocgov.net	
Address: 800 Park Avenue			
City/PO: Utica		State: NY	Zip Code: 13501
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO YES
			✓
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO YES
New York State Department of Agriculture and Markets			✓
3. a. Total acreage of the site of the proposed action?		1,630.2	acres
b. Total acreage to be physically disturbed?		-	acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		-	acres
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?			✓
b. Consistent with the adopted comprehensive plan?		✓	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	✓
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	✓
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	✓
b. Are public transportation service(s) available at or near the site of the proposed action?		✓	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		✓	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	✓
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing potable water: _____	NO	YES	✓
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing wastewater treatment: _____	NO	YES	✓
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	✓
b. Is the proposed action located in an archeological sensitive area?		✓	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	✓
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		✓	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	✓
16. Is the project site located in the 100 year flood plain?	NO	YES	✓
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	✓
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES _____ _____			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	✓	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	✓	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	✓	
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Gerald J. Fiorini</u>		Date: <u>05/25/2021</u>
Signature: _____		

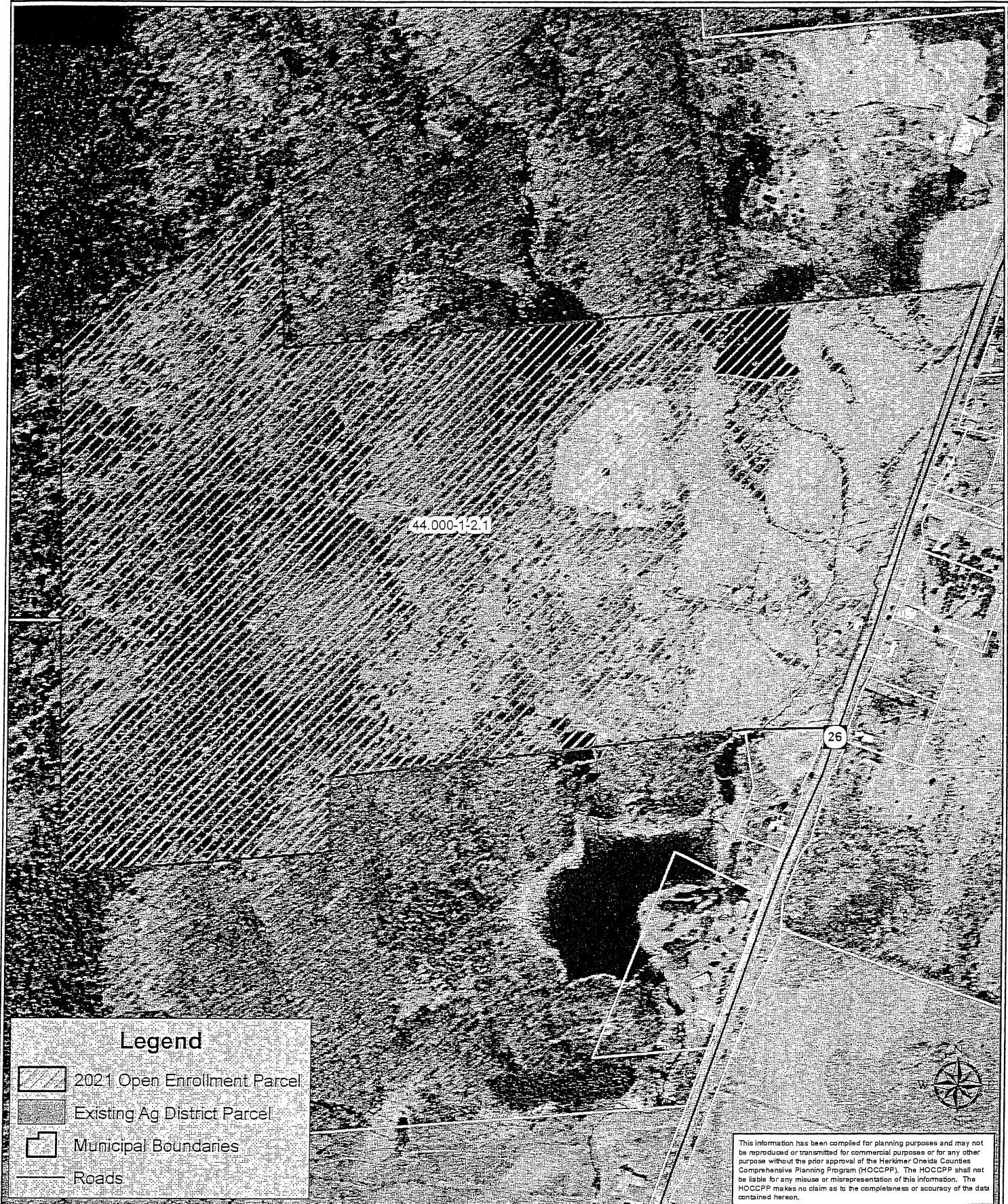
Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	✓	
2. Will the proposed action result in a change in the use or intensity of use of land?	✓	
3. Will the proposed action impair the character or quality of the existing community?	✓	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	✓	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	✓	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	✓	
7. Will the proposed action impact existing:	✓	
a. public / private water supplies?	✓	
b. public / private wastewater treatment utilities?	✓	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	✓	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	✓	

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	✓	
11. Will the proposed action create a hazard to environmental resources or human health?	✓	

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.





<input type="radio"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="radio"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation that the proposed action will not result in any significant adverse environmental impacts.
Oneida County Board of Legislators	05/25/2021
_____ Name of Lead Agency	_____ Date
Gerald J. Fiorini	Chairman
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)



44.000-1-2.1

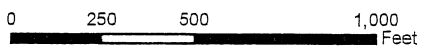
26

Legend

-  2021 Open Enrollment Parcel
-  Existing Ag District Parcel
-  Municipal Boundaries
-  Roads

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1 inch = 500 feet



2021 Ag District Open Enrollment
 James Alger
 Town of Ava, Ag District #2
 151 Acres





Map Date: 6/2/2021

Aerial Imagery Date: Spring 2017

STONE BARN RD

215.000-2-7.2

Legend

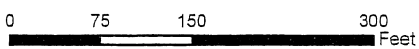
-  2021 Open Enrollment Parcel
-  Existing Ag District Parcel
-  Municipal Boundaries
-  Roads



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2021 Ag District Open Enrollment
Jeffrey Flatt
Town of Vienna, Ag District #1
10 Acres

1 inch = 150 feet

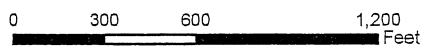


Map Date: 6/2/2021

Aerial Imagery Date: Spring 2017



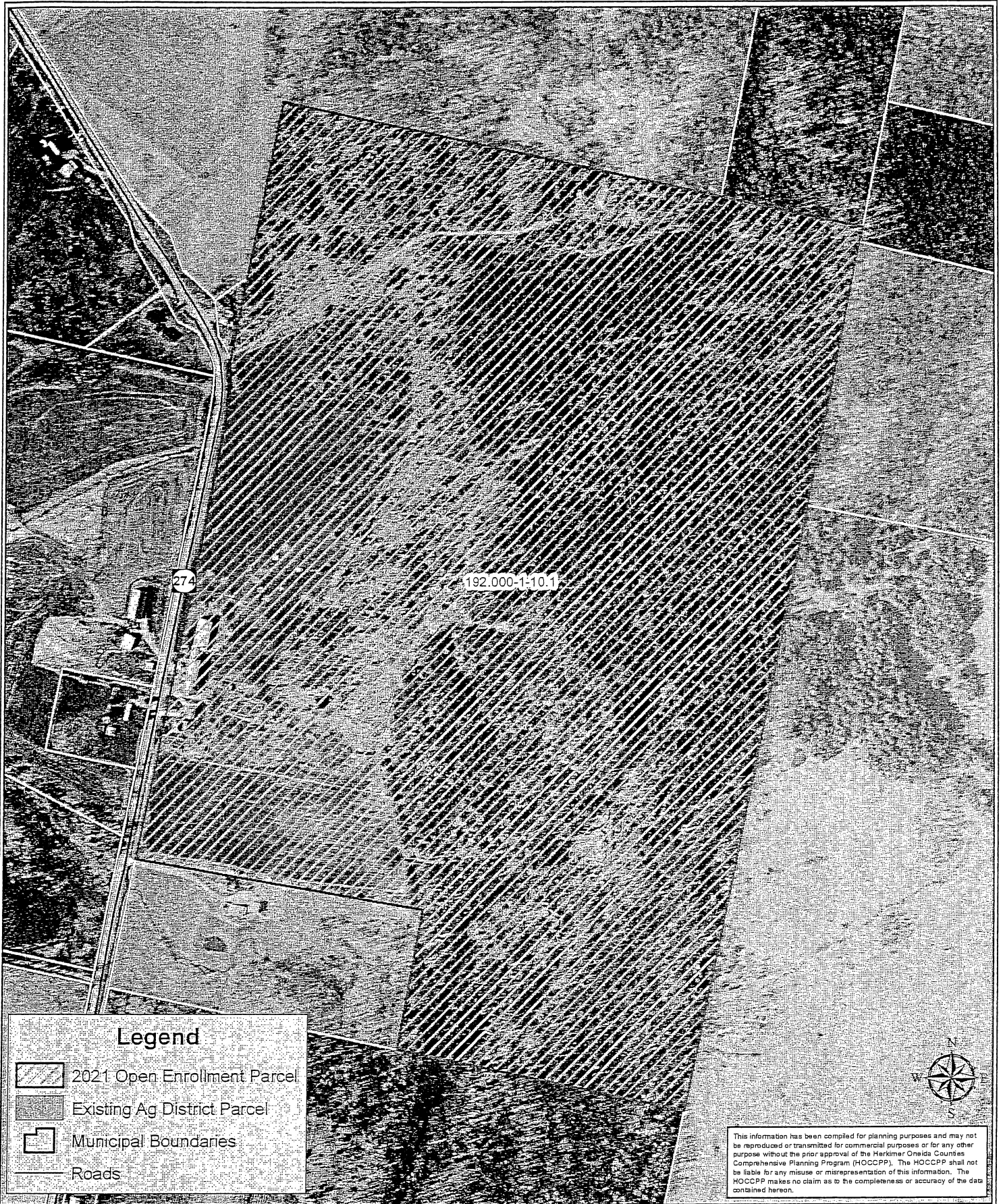
1 inch = 600 feet



2021 Ag District Open Enrollment
 The Gods Country IRR Trust
 Town of Deerfield, Ag District #7
 190 Acres





Map Date: 6/2/2021

Aerial Imagery Date: Spring 2017



192.000-1-10.1

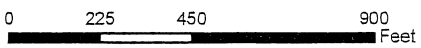
Legend

-  2021 Open-Enrollment Parcel
-  Existing Ag District Parcel
-  Municipal Boundaries
-  Roads



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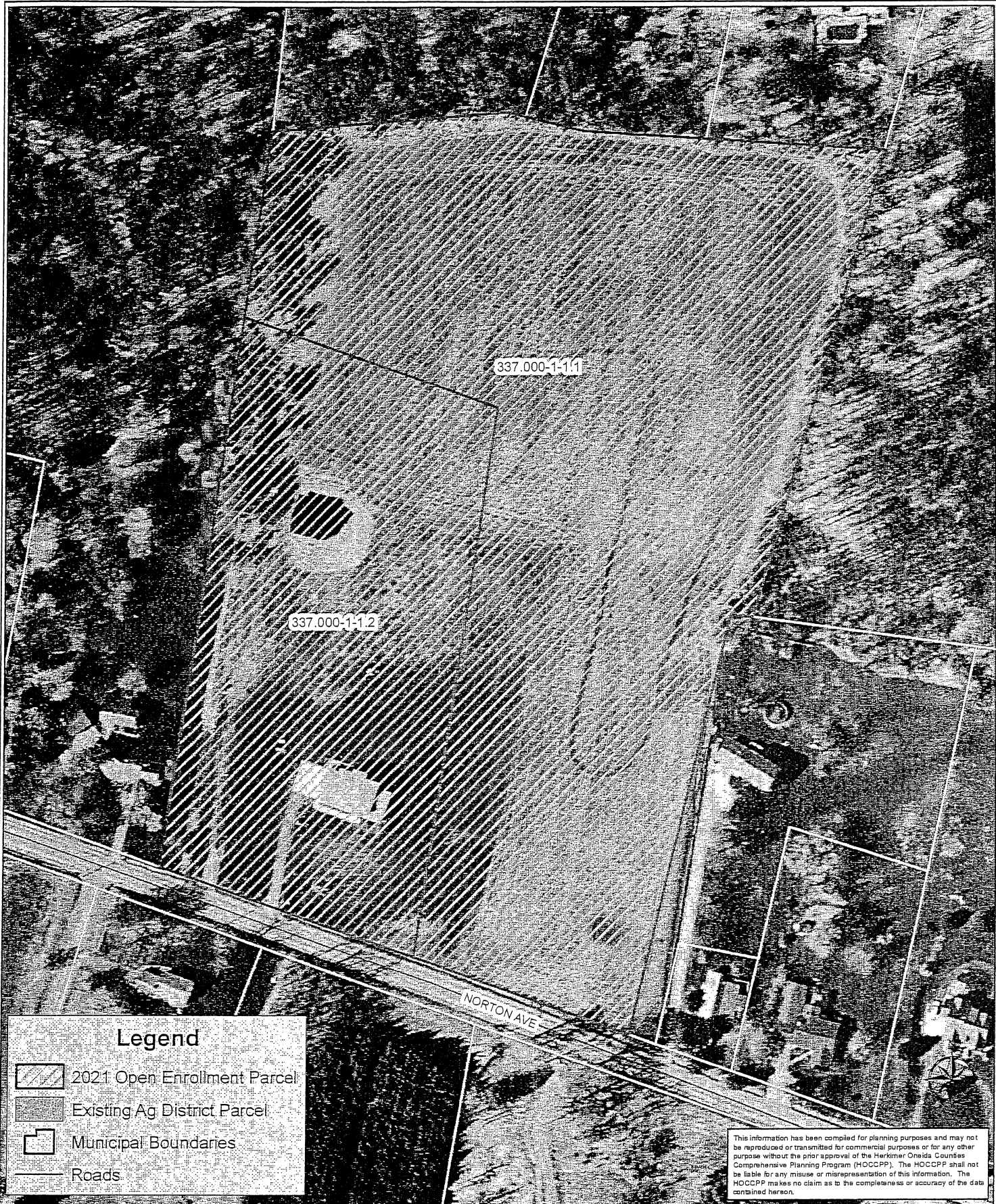
1 inch = 450 feet







2021 Ag District Open Enrollment
 Lester Miller
 Town of Floyd, Ag District #7
 151 Acres

Map Date: 6/2/2021

Aerial Imagery Date: Spring 2017



Legend

-  2021 Open Enrollment Parcel
-  Existing Ag District Parcel
-  Municipal Boundaries
-  Roads

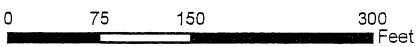
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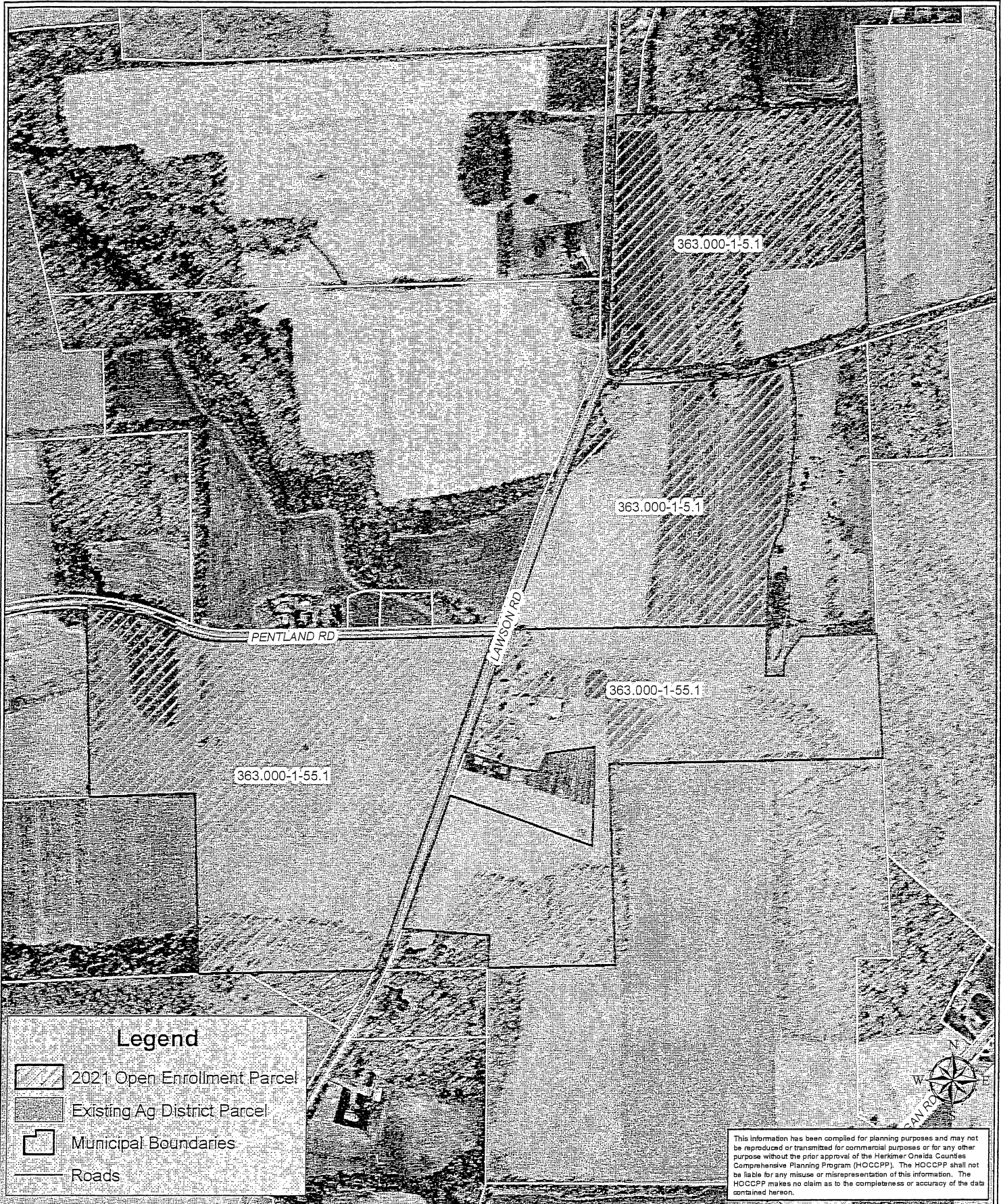
2021 Ag District Open Enrollment
 Kris Morrissette
 Town of Kirkland, Ag District #5
 16 Acres

Map Date: 6/2/2021





Aerial Imagery Date: Spring 2017

1 inch = 150 feet



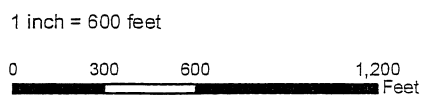


Legend

-  2021 Open Enrollment Parcel
-  Existing Ag District Parcel
-  Municipal Boundaries
-  Roads

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**2021 Ag District Open Enrollment
 Bid-A-We Farm LLC
 Town of Augusta, Ag District #4
 160 Acres**



Map Date: 6/2/2021
 Aerial Imagery Date: Spring 2017







286.000-2-60.15

TILDEN HILL RD

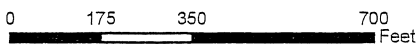
SPRING RD

Legend

-  2021 Open Enrollment Parcel
-  Existing Ag District Parcel
-  Municipal Boundaries
-  Roads

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1 inch = 350 feet







2021 Ag District Open Enrollment
 Kieth Peavey
 Town of Verona, Ag District #4
 73 Acres

Map Date: 6/2/2021

Aerial Imagery Date: Spring 2017

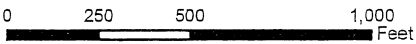


Legend

-  2021 Open Enrollment Parcel
-  Existing Ag District Parcel
-  Municipal Boundaries
-  Roads

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1 inch = 500 feet



2021 Ag District Open Enrollment
 Victoria Riordan
 Town of Whitestown, Ag District #5
 133 Acres

Map Date: 6/2/2021

Aerial Imagery Date: Spring 2017



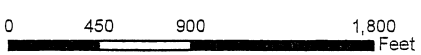
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2021 Ag District Open Enrollment
 Brian Stolarczyk
 Town of Augusta, Ag District #4
 397 Acres

Map Date: 6/2/2021

Aerial Imagery Date: Spring 2017

1 inch = 900 feet





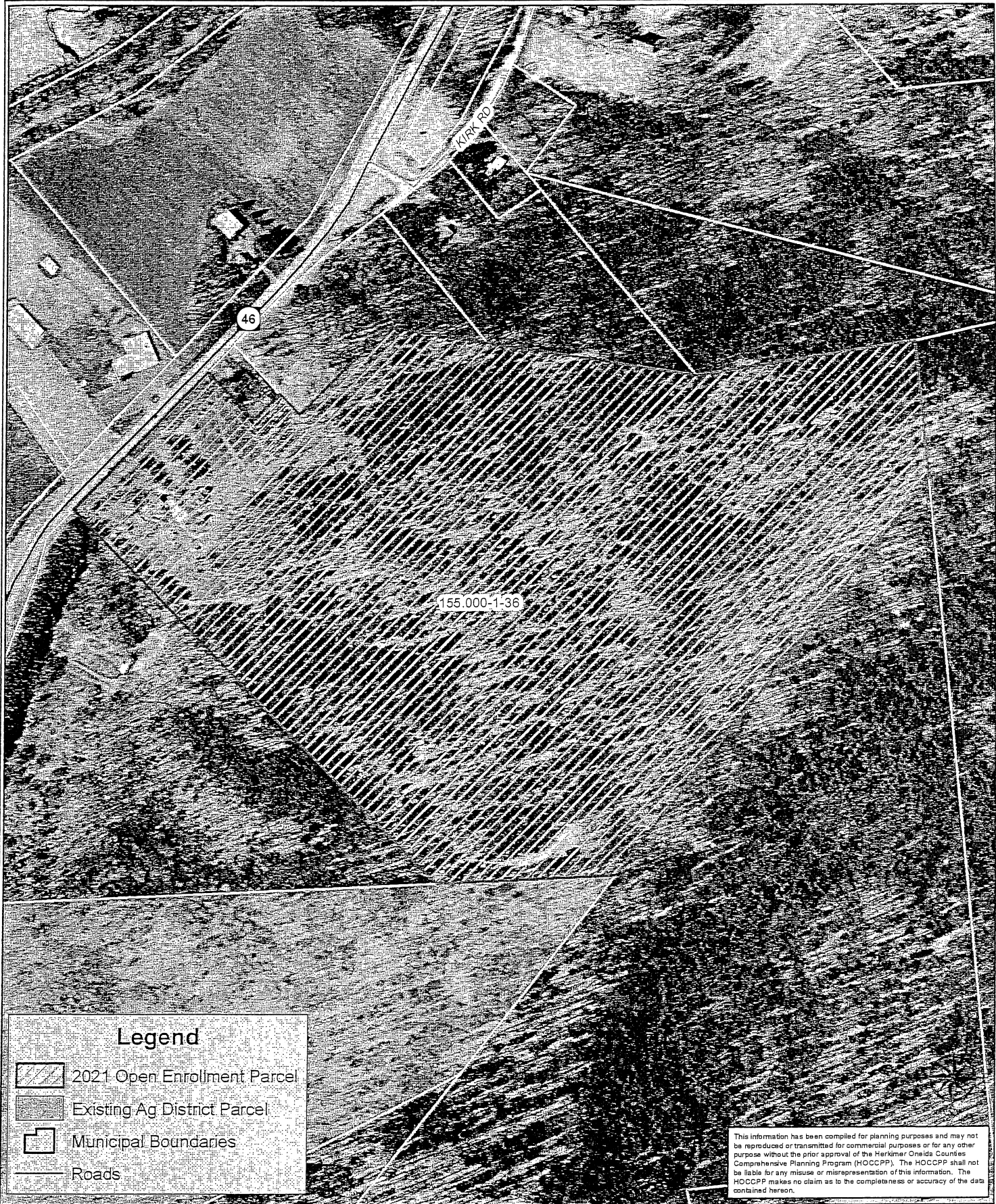
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2021 Ag District Open Enrollment
 Wagner Farms
 City of Rome, Ag District #2
 106 Acres





1 inch = 700 feet
 0 350 700 1,400 Feet

Map Date: 6/2/2021

Aerial Imagery Date: Spring 2017



Legend

-  2021 Open Enrollment Parcel
-  Existing Ag District Parcel
-  Municipal Boundaries
-  Roads

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2021 Ag District Open Enrollment
 Mitchell Wilbert
 Town of Western, Ag District #2
 73 Acres

1 inch = 400 feet
 0 200 400 800 Feet

Map Date: 6/2/2021
 Aerial Imagery Date: Spring 2017



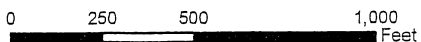
Legend

-  2021 Open Enrollment Parcel
-  Existing Ag District Parcel
-  Municipal Boundaries
-  Roads

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**2021 Ag District Open Enrollment
Yost Miller
Town of Augusta, Ag District #4
137 Acres**

1 inch = 500 feet



Map Date: 6/2/2021

Aerial Imagery Date: Spring 2017

STATE OF NEW YORK
)ss
County of Oneida)

Patricia Zehr _____ of the City of Utica, in said

county, being duly sworn, says she is the Principal Clerk of the Utica Observer-Dispatch the Publishers of (Observer-Dispatch), a daily newspaper printed and published in the city of Utica, County and State aforesaid, and that an advertisement of which the attached is a copy, cut from the columns of said paper has been regularly published in said paper on each of the following dates:

5/16/21

Patricia Zehr

Sworn to before me this

18 day of May 2021
Michelle M. Howgate
NOTARY PUBLIC ONEIDA CO., N.Y.

Michelle M. Howgate
Notary Public, State of New York
Qualified in Herkimer Co.
Reg. No. 01H06161711
My Comm. Exp. 02/26/20 23

**PUBLIC HEARING
AGRICULTURAL
DISTRICTS FOR OPEN
ENROLLMENT**

NOTICE IS HEREBY GIVEN that a public hearing shall be held by the Oneida County Board of Legislators/Oneida County Farmland Protection Board on Tuesday, May 25, 2021 at 1:00 a.m. at the Cornell Cooperative Extension Office, 121 Second Street, Otskany, NY.

Said public hearing is being held to consider applications submitted by landowners during the Open Enrollment period January 1-January 31) in compliance with Section 303(b) of the Agriculture and Markets Law for inclusion of viable agricultural land in an Agricultural District prior to its sanctioned review period.

Proposed recommendations of the Oneida County Farmland Protection Board may be examined in the Oneida County Planning Department at the Boothier Center at Union Station 321 Main Street, Utica, NY 13501.

All parties of interest and citizens will be heard by the Oneida County Farmland Protection Board at the public hearing.

ONEIDA COUNTY BOARD OF LEGISLATORS

Mikale Billard, Clerk
MIKALE BILLARD, CLERK

DATED: May 13, 2021
OD: 05/18/2021

State of New York } County of Oneida } SS:

**LEGAL NOTICE
NOTICE OF PUBLIC
HEARING
AGRICULTURAL
DISTRICTS FOR OPEN
ENROLLMENT**

NOTICE IS HEREBY GIVEN, that a public hearing shall be held by the Oneida County Board of Legislators/Oneida County Farmland Protection Board on Tuesday, May 25, 2021 at 11:00 a.m. at the Cornell Cooperative Extension Office, 121 Second Street, Oriskany, NY.

Said public hearing is being held to consider applications submitted by landowners (during the Open Enrollment period January 1-January 31) in compliance with Section 303(b) of the Agriculture and Markets Law for inclusion of viable agricultural land in an Agricultural District prior to its sanctioned review period.

Persons interested in recommendations of the Oneida County Farmland Protection Board may be examined in the Oneida County Planning Department at the Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501. All parties of interest and citizens will be heard by the Oneida County Farmland Protection Board at the public hearing.

ONEIDA COUNTY BOARD OF LEGISLATORS
Mikale Billard, Clerk
MIKALE BILLARD, CLERK
DATED: May 13, 2021
5/15-14

I, Michele Taylor, being sworn, says he/she is, and during the time hereinafter mentioned, was Legal Advertising Representative of the Rome Daily Sentinel, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/ commencing


on the 15th day of May, 2021

to wit: May 15th, 2021

May 15th, 2021



Sworn to before me this 15th day of May, 2021



Notary Public

EILEEN M. PIERSON
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01P16360556
Qualified in Oneida County
My Commission Expires June 19, 2021



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

FN 20 21-125

June 8, 2021

Board of Legislators
County of Oneida
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

RE: Final Approval of Consolidated Agricultural District # 4 to Include the Towns of Augusta, Vernon, Verona and the City of Sherrill

Honorable Members:

Attached is a packet of information for the final approval of the 8-year review of Oneida County Consolidated Agricultural District #4, now including the towns of Augusta, Vernon, Verona and the City of Sherrill.

It is recommended by the Oneida County Farmland Protection Board to modify the district to include 27,751.7 acres of farmland. As part of the County's plan to consolidate districts within the County, the boundaries of District #4 were modified to follow municipal boundaries of these towns and the attached documentation will show that this district has been restructured to better reflect geographic boundaries of common agricultural communities.

I respectfully request that this issue be considered by the Board at the meeting of **July 14, 2021.**

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board of Legislators

Attachments



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

May 25, 2021

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

RE: Public Hearing for Agricultural District 4 State Environment Quality Review

Dear Mr. Billard,

The Farmland Protection Board held a Public Hearing for Agricultural District 4 State Environmental Quality Review on Tuesday May 25th 2021 at 11:00 A.M. at Cornell Cooperative Extension, 121 Second Street, Oriskany, NY 13424.

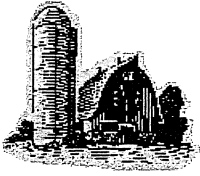
There were no adverse comments received concerning the modifications of Agriculture District 4. After preparing the Environment Assessment Review, The Farmland Protection Board recommends the modifications to the District.

Respectfully submitted,

Brymer Humphreys, Chairperson
Oneida County Farmland Protection Board

Cc: All FBP Members
Commissioner of Agriculture and Markets
Commissioner of DEC

Oneida County Farmland Protection Board * C/O Cornell Cooperative Extension
121 Second Street * Oriskany, New York * 13424 * (315) 736-3394



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

XXX ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

AGENDA

Tuesday May 25, 2021

11:00 A.M.

CCE Oneida Office

- February minutes
- Review any new 2021 Open Enrollment applications
- Public Hearing on Oneida County Agricultural District 2021 Open Enrollment
- Public Hearing on 2021 Open Enrollment SEQR - Pawlusik
- Public Hearing on Agricultural District 4 SEQR – Pawlusik
- Solar Update - Link
- Discussion for open board seat
- New business



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

**OC Farmland Protection Board
Virtual Public Hearing
7:00 P.M. Tuesday May 25, 2021 Minutes**

I. Call to order

Broccoli called the meeting to order at 11:00 A.M.

II. Attendance

The following persons were present: Mike Cosgrove, Paul Snider, Paul van Lieshout, Kathy Pilbeam, James Genovese, Matt Pawlusik, Marty Broccoli, and Remi Link.

Guests: Keith Schiebel, Barbara Pickering and Cheryl Colucci

III. Approval of minutes from last meeting

Motion by van Lieshout to approve February minutes as submitted. Second by Cosgrove. Motion carried.

IV. 2021 Open Enrollment Application – Two applications were reviewed by the board, one from Town of Deerfield and one from City Rome.

Motion to approve both applications by Cosgrove.

Second by Snider. No further discussion. Motion carried

V. Public Hearing for 2021 Open Enrollment – Broccoli open the floor for public comment on the submitted applications at 11:05 A.M. A total of ten applications were submitted and approved by the board for 2021. One application requested to be removed.

Pickering – She explained that her family intends to re-start their family farm. They are interested in flowers, herbs, crops and small animals. Her application was reviewed by the board at the February meeting and approved.

No further comments from the floor.

Motion to close the public hearing for the 2021 open enrollment applications by van Lieshout.

Second by Cosgrove. No further discussion. Motion carried.

VI. Public Hearing on 2021 Open Enrollment SEQR – Pawlusik open the floor at 11:11 A.M. Copy of the State Environmental Quality Review (SEQR) was presented. Pawlusik reviewed the short form. 1,630.22 acres will be added to the district.

Pawlusik explained that the SEQR is a required step to change municipal boundaries.

Schiebel commented that the SEQR is a regulatory process and can be used as a discovery tool when reviewing applications.

No further comments

Motion to approve the SEQR by Snider.

Second by Genovese. No further discussion. Motion carried.

VII. Public Hearing for Agricultural District 4 SEQR – Pawlusik open the floor at 11:25 A.M. Copy of the SEQR was presented. After reviewed a total of 27,774.7 acres in District 4. Pawlusik reviewed the short form.

Motion to approve the SEQR for District 4 by Genovese.

Second by van Lieshout. No further discussion. Motion carried.

Motion by Genovese to close both public hearings for State Environmental Quality Review for 2021 Open Enrollment and Agricultural District 4.

Second by Broccoli. No further discussion Motion carried.

Broccoli closed the public hearings at 11:45 A.M.

VIII. Solar Update – Link reported that a revised addition of Oneida County Agriculture Friendly Guide will be going out to municipalities soon. Renewable energy resources will be addressed. The publication is to provide information and education to municipalities relating to agriculture. An electronic copy will go out to all municipalities and be posted on CCE and OC Planning websites.

Genovese reported that an incentive package created by the Industrial Development Agency (IDA) was approved on April 30th. These incentives packages are for energy companies who avoid prime soils in the county and can site projects on less productive soils. Encouraging the renewable energy developers to seek out the IDA for a more universal approach to create tax policies for projects.

IX. Board Terms – Board member Cassidy did not renew his term for 2021. At the February meeting Bill Paddock was nominated. He did respond that he was unable to attend this meeting today. Cosgrove will reach out to him and report back to the board.

X. Adjournment

Motion to adjourn by Genovese. Second by van Lieshout. Meeting adjourned at 12:10 P.M.

NEXT MEETING: December 2021

Minutes submitted by R. Link

State of New York } ss: County of Oneida }

LEGAL NOTICE
 NOTICE OF PUBLIC HEARING
 AGRICULTURAL DISTRICT NO. 4
 TOWNS OF AUGUSTA, VERNON, VERONA AND THE CITY OF SHERRILL
 PLEASE TAKE NOTICE that Agricultural District #4 was established on July 16, 1975 pursuant to Article 25-AA of the Agriculture and Markets Law.
 PLEASE TAKE NOTICE that Agriculture District #4 consists of the Towns of Augusta, Vernon, Verona, and the City of Sherrill and consists of a total area of 27,751.7 acres.
 NOTICE IS HEREBY GIVEN, that a public hearing shall be held by the Oneida County Board of Legislators/Oneida County Farmland Protection Board on Tuesday, May 25, 2021 at 11:00 a.m. at the Cornell Cooperative Extension Office, 121 Second Street, Oriskany, NY.
 Said public hearing is being held to consider the recommendations of the Oneida County Agricultural and Farmland Protection Board to add 27,751.7 acres to Agricultural District #4.
 A description of maps of the District, proposed modifications and recommendations may be examined in the Oneida County Planning Department, at the Boehlert Center @ Union Station, 321 Main Street, Utica, NY 13501.
 All parties of interest and citizens will be heard by the Oneida County Farmland Protection Board at the public hearing.
 ONEIDA COUNTY BOARD OF LEGISLATORS
 Mikale Billard, Clerk
 MIKALE BILLARD, CLERK
 DATED: May 13, 2021
 5/15-14

I, Michele Taylor, being sworn, says he/she is, and during the time hereinafter mentioned, was Legal Advertising Representative of the Rome Daily Sentinel, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/ commencing

on the 15th day of May, 2021

to wit: May 15th, 2021

May 15th, 2021

Michele Taylor

Sworn to before me this 15th day of May, 2021

Eileen M. Pierson Notary Public

EILEEN M. PIERSON
 NOTARY PUBLIC, STATE OF NEW YORK
 NO. 01P16360556
 Qualified in Oneida County
 My Commission Expires June 19, 2021

STATE OF NEW YORK
) ss
County of Oneida)

Patricia Zehr _____ of the City of Utica, in said

country, being duly sworn, says she is the Principal Clerk of the Utica Observer-Dispatch the Publishers of (Observer-Dispatch), a daily newspaper printed and published in the city of Utica, County and State aforesaid, and that an advertisement of which the attached is a copy, cut from the columns of said paper has been regularly published in said paper on each of the following dates:

5/16/21

Patricia Zehr

Sworn to before me this

18 day of May 2021

By: Michele M. Howgate

NOTARY PUBLIC ONEIDA CO., N.Y.

Michele M. Howgate
Notary Public, State of New York
Qualified in Herkimer Co.
Reg. No. 01H06161711
My Comm. Exp. 02/26/20 23

NOTICE OF
PUBLIC HEARING
AGRICULTURAL
DISTRICT NO. 4

TOWNS OF AUGUSTA,
VERNON, VERONA AND
THE CITY OF SHERILL

PLEASE TAKE NOTICE,
that Agricultural District #4
was established on July 16,
1975 pursuant to Article
25-AA of the Agriculture and
Markets Law.

PLEASE TAKE NOTICE
that Agriculture District #4
consists of the Towns of
Augusta, Vernon, Verona,
and the City of Sherrill and
consists of a total area of
27,751.7 acres.

NOTICE IS HEREBY GIVEN
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held by the Oneida County
Board of Legislators/Oneida
County Farmland Protection
Board on Tuesday, May
25, 2021 at 11:00 a.m. at
the Cornell Cooperatively
Extension Office, 121 Second
Street, Oriskany, NY.

Said public hearing is being
held to consider the recom-

LEGAL NOTICE

Recommendations of the One
County Agricultural
Farmland Protection Board
to add 27,751.7 acres
Agricultural District #4.

A description of maps
the District, proposed recom-
mendations and recommendations
may be examined at the
the Oneida County Plat

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Oneida County Agricultural District #4			
Project Location (describe, and attach a location map): Towns of Verona, Vernon, Augusta, and the City of Sherrill			
Brief Description of Proposed Action: The eight-year review of NYS Agricultural District #4 for Oneida County.			
Name of Applicant or Sponsor: Oneida County Board of Legislators		Telephone: (315) 798-5900	
		E-Mail: jsmith@ocgov.net	
Address: 800 Park Avenue			
City/PO: Utica		State: NY	Zip Code: 13501
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO
			YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO
New York State Department of Agriculture and Markets			YES
3.a. Total acreage of the site of the proposed action?		27,774.7	acres
b. Total acreage to be physically disturbed?		-	acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		-	acres
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
			✓
b. Consistent with the adopted comprehensive plan?		✓	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
			✓
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
			✓
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
			✓
b. Are public transportation service(s) available at or near the site of the proposed action?		✓	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		✓	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
			✓
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing potable water: _____	NO	YES	
			✓
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing wastewater treatment: _____	NO	YES	
			✓
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
			✓
b. Is the proposed action located in an archeological sensitive area?		✓	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
			✓
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		✓	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
			✓
16. Is the project site located in the 100 year flood plain?	NO	YES	
			✓
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES	
			✓

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	✓	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	✓	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	✓	
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Gerald J. Fiorini</u>	Date: <u>11/23/2020</u>	
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	✓	
2. Will the proposed action result in a change in the use or intensity of use of land?	✓	
3. Will the proposed action impair the character or quality of the existing community?	✓	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	✓	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	✓	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	✓	
7. Will the proposed action impact existing: a. public / private water supplies?	✓	
b. public / private wastewater treatment utilities?	✓	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	✓	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	✓	

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	✓	
11. Will the proposed action create a hazard to environmental resources or human health?	✓	

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Oneida County Board of Legislators	11/23/2020
Name of Lead Agency	Date
Gerald J. Fiorini	Chairman
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**New York State
Department of Agriculture and Markets**

AGRICULTURAL DISTRICT REVIEW PROFILE

DISTRICT IDENTIFICATION

County: ONEIDA COUNTY			District No.: 4	
Town(s) in District: AUGUSTA, VERNON and VERONA				
No. acres in district: 27,774.7	No. of acres in farms: ¹ 23,588.3	No. of farms in this District: 110	No. acres owned by farmers: 19,766.3	No. acres rented by farmers: 3,822

AGRICULTURAL DATA ANALYSIS

A. Since last review, number of acres in District	Added:	Deleted: 1,249.10
B. Since last review, number of acres in farms	Increased:	Decreased: 5,435.8
C. Since last review, number of farms in District – N/A	Added:	Deleted:

¹ Number of acres in farms represents the sum of acres owned by farmers and rented by farmers.

**ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT FOR
ONEIDA COUNTY AGRICULTURAL DISTRICT NO. 4
TOWNS OF AUGUSTA, VERNON, & VERONA
VILLAGE OF ONEIDA CASTLE AND CITY OF SHERRILL
NOVEMBER, 2020**

1. INTRODUCTION

This report presents the findings of the Oneida County Agricultural and Farmland Protection Board's 2020, eight year review and final recommendations to the County Legislature for Agricultural District #4 in Oneida County in the Towns of Augusta, Vernon, and Verona and the Village of Oneida Castle and City of Sherrill.

2. DISTRICT REVIEW

2.1 Consideration of Review Factors

Section 303-a of Article 25AA of the New York State Agriculture and Markets Law lists the factors that the Oneida County Agricultural and Farmland Protection Board (FPB) must consider when reviewing an agricultural district. The following text represents the results of the review of these factors as they relate to the review of Oneida County Agricultural District #4.

2.1.1 The nature and status of farming and farm resources within such district, including the total number of acres of land and the total number of acres of land in farm operations in the district

The majority of farmland in District #4 is related to dairy operations. This district also has a significant amount of cropland. Due to the presence of the Vernon Downs horse racing track in the Town of Vernon there are also multiple horse farms within the district.

The 2020 modifications to District #4 would remove 1,249.1 acres from the district and reduce the total size of the district to 27,774.7 acres. While this is a decrease in the total acreage within the district, it does not mean that the district is no longer robust; agriculture is still a major economic force and a way of life in District #4. Some factors that may have led to the reduction of acreage and participation in the district are: new property owners not applying (for several reasons), parcel splits and sales that reduce acreage, owners requesting to be removed (one occurrence), land use changes due to development pressure (subdivisions and solar siting). Also, in 2012, there was a strong push by the local assessors to advertise about the agricultural district enrollment process, which was not matched in effort in 2020. The Covid-19 pandemic can't be diminished in its impact either, as many land owners continue to reprioritize plans and future goals.

NOTE: The 2020 modifications to District #4 include properties added under Section 303-b of Article 25AA since 1994, including 2020 added earlier in the year.

2.1.2 The extent to which the district has achieved its original objectives

Farming continues to be the predominant land use in the Towns of Augusta and Vernon. Even though a significant amount of agricultural lands in the Town of Verona have been purchased by the Oneida Indian Nation there continues to be a substantial amount of acreage in agricultural production. By and large, the district has served to retain farmland in agricultural production over time. Threats to continued agricultural production include an increase in residential development along rural roads, low prices for milk and other agricultural products, and renewable energy development through wind and solar. These factors have led to an overall decline in the amount of capital investment farmers have put into their operations over the past several years.

2.1.3 The extent to which county and local comprehensive plans, policies, and objectives are consistent with and support the district

County Policies

The county adopted a Farmland Protection Plan in 2017. The following three main objectives were outlined the plan: 1) Agricultural Economic Development- foster an economic climate that supports and promotes the retention and expansion of agricultural businesses within the county; 2) Ag Awareness/Ag Promotion- educate consumers as to the importance of agriculture in today's society, encourage agricultural producers to explore more direct marketing methods and alternative enterprises; and 3) Farmland Protection- to make government, primarily at the town and county level, more sensitive to the needs of agriculture.

Local Policies

Town of Augusta

The Town of Augusta adopted a general plan in 1972. The plan identifies prime agricultural land and notes other areas where agriculture is located. The plan notes that the town should encourage these lands to remain agricultural. Although the plan is almost 50 years old, the agricultural component for the most part still reflects the agricultural areas of the town.

Town of Vernon

The Town of Vernon adopted an updated comprehensive plan in 2005. The plan notes the significance of agriculture in the town and indicates that farmland protection should be part of the town's future vision.

One of the goals outlined in the plan is "To support agriculture and viable farming as the primary economic activity in preserving the rural character and open space qualities of the community". To reach this goal the plan outlines several objectives including maintaining productive agricultural lands for future generations, encouraging clustering, discouraging commercial and industrial uses from locating in agricultural areas, encouraging hobby and specialty farms, and promoting agritourism.

The plan has several recommendations related to agriculture. Discouraging extension of public infrastructure into certified New York State Agricultural Districts, encouraging agriculture as a commercial enterprise, amending the zoning regulations to allow only agriculture in the Agricultural zoning district, and encouraging farmers to take advantage of Purchase of Development Rights and Conservation Easement programs are among the recommendations for maintaining the agricultural component of the town.

Town of Verona

The Town of Verona adopted a comprehensive plan in 1996. The notes the significance of agriculture to the town indicating that half the town at that time was used for agriculture. The town also notes the decline in agricultural lands due to the economy, Oneida Indian Nation acquisitions, and encroaching development.

Objectives outlined in the plan include retaining cohesive agricultural areas, minimizing non agricultural land uses by containing development, enhance preservation of natural resources, and avoiding the extension of public utilities into agricultural areas.

Amending the zoning regulations to create an Agricultural District and a Rural Residential District, requiring or encouraging clustering are plan recommendations.

NOTE: Neither the Village of Oneida Castle or the City of Sherrill has a comprehensive plan.

2.1.4 The degree of coordination between local laws, ordinances, rules and regulations that apply to farm operations in such district and their influence on farming.

Town of Augusta

The Town of Augusta has zoning regulations in effect. All lands in the Town of Augusta within District #4 are zoned Agricultural (A). Agriculture, dairying, forestry, general farming, greenhouses, horticulture, livestock raising, and truck farming are identified as permitted principal uses within the A district. However according to the definition of farm within the zoning regulations a 10 acre minimum lot size is required. This minimum lot size requirement could potentially conflict with New York State Agriculture and Markets Law.

Town of Vernon

The Town of Vernon has zoning regulations in effect. The vast majority of lands in the Town of Vernon within District #4 are zoned Agricultural. Farms are identified as a permitted use within A Districts with some restrictions. Two of the restrictions relate to setbacks for manure storage (50') and buildings with animals (100'). One restriction specifies that "no retail or commercial activity shall take place other than the storage, processing, and sale of farm products predominantly produced by the local farmer". The last stipulation may be somewhat restrictive and could potentially conflict with New York State Agriculture and Markets Law.

One parcel is zoned Planned Development (PD). The PD District does not identify specific land uses and encourages a mixture of uses. Existing uses are allowed however the agriculture activity on this parcel would be allowed to continue.

Another parcel is partially within an A District and a Rural Hamlet (RH) District. Farms and agriculture are not identified as a permitted use within the RH District. As a result they are considered nonconforming uses, which means that any expansion would require a use variance which may be difficult for the owner to obtain.

Town of Verona

The Town of Verona has zoning regulations in effect. Lands in the Town of Verona within District #4 fall within four different zoning districts: Rural Residential (RR), Residential (R), Heavy Commercial (HC), and Rural Development (RD). The majority of lands are zoned either RR or RD. Agriculture is identified as a permitted by right use within the RR, RD, and R Districts. Agriculture is allowed within the HC District with a Special Use Permit. Agricultural processing facilities and commercial greenhouses are also allowed with a Special Use Permit in the HC District.

Village of Oneida Castle

There is one property in District #4 within the Village of Oneida Castle. This property is zoned Residential. Agriculture is not a permitted by right use or a use allowed with a Special Use Permit. Therefore the agricultural use of this parcel would be considered nonconforming and any expansion of the operations on this site would require a use variance, which may be difficult for the applicant to obtain.

City of Sherrill

There are three properties in District #4 within the City of Sherrill. The City of Sherrill does have zoning regulations in effect. One of the properties (65 acres) is zoned Residential, where farms are a permitted by right use with a 5 acre minimum lot size. The smaller properties are zoned a combination of Commercial and Manufacturing, where farms are allowed.

3. RECOMMENDATION TO CONTINUE, TERMINATE, OR MODIFY DISTRICT

The Oneida County Agricultural & Farmland Protection Board recommends that Agricultural District No. 4 be modified to include the 250 landowners and 27,774.7 acres of farmland shown on the attached list. It is further recommended that the Oneida County Board of Legislators renew the district, as modified, for an additional eight-year period, and forward the modified district to the NYS Commissioner of Agriculture and Markets for approval and recertification.

OC4AGDISTRICTREPORT_2020
11/2020

**GENERAL DESCRIPTION OF DISTRICT
SEPTEMBER 2012**

The western boundary of OC-4 is the Oneida/Madison County Line. The Oneida/Madison County Line also forms the southern boundary. The eastern boundaries are the Towns of Marshall, Kirkland, Westmoreland, and the City of Rome (Outside District). The City of Rome (Outside District) and the Town of Vienna form the northern boundary.



FARMID	OWNER	PIN	MAILADD	CITY	Calc Acres	MUNI	TEL	DISTRICT	D_PROCESS	COMMENT	ESTGROSS	FARMITYPE	AP Acres
4-1	2096 DENNIS LLC,	323.000-1-34.4	1 S MAIN ST	DOLGEVILLE, NY 13329	22.77	VERNON		4		EXISTING, NO APPLICATION 2020			
4-1	2096 DENNIS LLC,	311.000-1-11.2	1 S MAIN ST	DOLGEVILLE, NY 13329	49.82	VERNON		4		EXISTING, NO APPLICATION 2020			
4-2	ACEE, MARONE	343.000-1-26.5	PO BOX 1633	VERNON, NY 13476	101.80	VERNON		4	3/1/2011	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS	388
4-3	AGNE, RUSSELL & RICHARD	256.000-3-53	38 HUMMOCK WAY	HUDSON, MA 01749	17.26	VERONA	978-212-5628	4	7/7/2020	ALREADY IN, REAPPLIED 2020	OVER \$500,000	DAIRY, ALFALFA, CORN, SOYBEANS, WHEAT, HAY	18.08
4-3	AGNE, RUSSELL & RICHARD	256.000-3-5.1	38 HUMMOCK WAY	HUDSON, MA 01749	30.25	VERONA	978-212-5628	4	7/7/2020	ALREADY IN, REAPPLIED 2020	OVER \$500,000	DAIRY, ALFALFA, CORN, SOYBEANS, WHEAT, HAY	30
4-4	ALBERDING, DOUGLAS	372.000-1-7	2301 SKYLINE DR	ORISKANY FALLS, NY 13425	39.64	AUGUSTA	315-821-3325	4	6/12/2012	EXISTING, NO APPLICATION 2020	N/A	DAIRY/FIELD CROPS (HAY, CORN)	225
4-4	ALBERDING, DOUGLAS	372.000-1-11	2301 SKYLINE DR	ORISKANY FALLS, NY 13425	102.26	AUGUSTA	315-821-3325	4	6/12/2012	EXISTING, NO APPLICATION 2020	N/A	DAIRY/FIELD CROPS (HAY, CORN)	225
4-5	AMES, LAWRENCE	363.000-1-7	6662 BOGUSVILLE HILL RD	DEANSBORO, NY 13328	4.70	AUGUSTA		4		EXISTING, NO APPLICATION 2020			
4-6	AMODEO, CRESENT	270.000-1-9	6496 HAPPY VALLEY RD	VERONA, NY 13478	21.46	VERONA		4		EXISTING, NO APPLICATION 2020			
4-7	ANGELL, KEVIN	254.000-1-35.2	6787 HIGGINSVILLE RD.	DURHAMVILLE, NY 13054	5.00	VERONA	315-361-5430	4	11/9/2020	OWNER CHANGE 2020	\$200,000 TO \$499,999	DAIRY, ALFALFA, CORN, HAY, EQUINE, WOODY BIOMASS, FIREWOOD, LUMBER	5
4-7	ANGELL, KEVIN	253.000-1-24	6787 HIGGINSVILLE RD.	DURHAMVILLE, NY 13054	149.57	VERONA	315-361-5430	4	11/9/2020	OWNER CHANGE 2020	\$200,000 TO \$499,999	DAIRY, ALFALFA, CORN, HAY, EQUINE, WOODY BIOMASS, FIREWOOD, LUMBER	150
4-7	ANGELL, KEVIN	254.000-1-33	6787 HIGGINSVILLE RD.	DURHAMVILLE, NY 13054	55.01	VERONA	315-361-5430	4	11/9/2020	OWNER CHANGE 2020	\$200,000 TO \$499,999	DAIRY, ALFALFA, CORN, HAY, EQUINE, WOODY BIOMASS, FIREWOOD, LUMBER	54.84
4-7	ANGELL, KEVIN	254.000-1-25	6787 HIGGINSVILLE RD.	DURHAMVILLE, NY 13054	35.23	VERONA	315-361-5430	4	11/9/2020	OWNER CHANGE 2020	\$200,000 TO \$499,999	DAIRY, ALFALFA, CORN, HAY, EQUINE, WOODY BIOMASS, FIREWOOD, LUMBER	36.36
4-7	ANGELL, KEVIN	254.000-1-35.2	6787 HIGGINSVILLE RD.	DURHAMVILLE, NY 13054	5.00	VERONA	315-361-5430	4	11/9/2020	OWNER CHANGE 2020	\$200,000 TO \$499,999	DAIRY, ALFALFA, CORN, HAY, EQUINE, WOODY BIOMASS, FIREWOOD, LUMBER	5
4-8	ANGELL, NEIL	254.000-1-35.1	6830 HIGGINSVILLE RD	DURHAMVILLE, NY 13054	157.70	VERONA		4		EXISTING, NO APPLICATION 2020			
4-9	BABCOCK, RICHARD M.	322.000-1-12.4	4775 MORGAN RD	ONEIDA, NY	1.00	VERNON	315-363-1314	4	10/21/2020	OWNER CHANGE 2020			1
4-10	BAJEK, FRANCES & STARCZEK, FR	268.000-1-25	6149 WALKER RD	DURHAMVILLE, NY 13054	127.42	VERONA		4		EXISTING, NO APPLICATION 2020			
4-11	BANAS, CYNTHIA M.	312.000-1-53	4905 STATE ROUTE 26	VERNON, NY 13476	114.35	VERNON	315-829-2543	4	3/3/2011	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS	113.6
4-12	BARNES, BRAD A.	333.000-1-27.7	3987 ARQUINT RD	VERNON CENTER, NY 13477	113.14	VERNON		4	8/17/2020	OWNER CHANGE 2020	BELOW \$10,000	CORN, SOYBEANS, HAY, BEEF	114
4-13	BATES, MARIE J.	311.000-2-8	5215 TOWN LINE RD	VERONA, NY 13478	15.32	VERONA	315-829-2244	4	7/22/2020	ALREADY IN, REAPPLIED 2020		CORN, SOYBEANS, HAY	120
4-13	BATES, MARIE J.	311.000-2-9	5215 TOWN LINE RD	VERONA, NY 13478	72.75	VERONA	315-829-2244	4	7/22/2020	ALREADY IN, REAPPLIED 2020		CORN, SOYBEANS, HAY	120
4-13	BATES, MARIE J.	311.000-2-7	5215 TOWN LINE RD	VERONA, NY 13478	30.77	VERONA	315-829-2244	4	7/22/2020	ALREADY IN, REAPPLIED 2020		CORN, SOYBEANS, HAY	120
4-14	BID-A-WE LLC	363.000-1-55.1	6332 KIMBALL RD	ORISKANY FALLS, NY 13425	95.28	AUGUSTA	315-269-5450	4	2/26/2019	EXISTING, NO APPLICATION 2020	\$50,000 to \$99,999	CORN SILAGE, HAY	

FARMID	OWNER	PIN	MAILADD	CITY	Calc_Acres	MUNI	TEL	DISTRICT	D_PROCESS	COMMENT	ESTGROSS	FARMTYPE	AP Acres
4-20	BRAYMAN, DUANE & CRYSTAL	361.000-1-7	5248 KNOXBORO RD	MUNNSVILLE, NY 13409	84.59	AUGUSTA	315-264-4894	4	2/12/2014	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	DAIRY - FIELD CROPS - LIVESTOCK	168
4-21	BRECKENRIDGE, HOWARD	299.001-1-38	5456 STATE ROUTE 31	VERONA, NY 13478	34.32	VERONA	315-363-5729	4	4/5/2012	EXISTING, NO APPLICATION 2020	\$200,000 TO \$499,999	DAIRY/FIELD CROPS (HAY, CORN)	160
4-21	BRECKENRIDGE, HOWARD	299.001-1-39	5456 STATE ROUTE 31	VERONA, NY 13478	5.75	VERONA	315-363-5729	4	4/5/2012	EXISTING, NO APPLICATION 2020	\$200,000 TO \$499,999	DAIRY/FIELD CROPS (HAY, CORN)	160
4-21	BRECKENRIDGE, HOWARD	286.003-1-63	5456 STATE ROUTE 31	VERONA, NY 13478	5.92	VERONA	315-363-5729	4	4/5/2012	EXISTING, NO APPLICATION 2020	\$200,000 TO \$499,999	DAIRY/FIELD CROPS (HAY, CORN)	160
4-21	BRECKENRIDGE, HOWARD (BRECKENRIDGE FARM)	299.001-1-41	5456 STATE ROUTE 31	VERONA, NY 13478	122.32	VERONA	315-363-5429	4	6/24/2020	ALREADY IN, REAPPLIED 2020	\$10,000 TO \$49,999	DAIRY, ALFALFA, CORN, HAY	160
4-22	BRENNEMAN, ALVIN	380.000-2-25.4	1811 AUGUSTA SOLSVILLE RD	ORISKANY FALLS, NY 13425	101.87	AUGUSTA		4	8/20/2020	ALREADY IN, REAPPLIED 2020	\$50,000 TO \$99,999	CORN, SOYBEANS, OATS, WHEAT, HAY, LIVESTOCK, TRRE/FOREST	103
4-23	BRENNEMAN, DAVID I.	380.000-2-23.2	1815 AUGUSTA SOLSVILLE RD	ORISKANY FALLS, NY 13425	36.68	AUGUSTA		4	11/21/2014	EXISTING, NO APPLICATION 2020		MULTIPLE	
4-23	BRENNEMAN, DAVID I.	380.000-2-25.3	1815 AUGUSTA SOLSVILLE RD	ORISKANY FALLS, NY 13425	99.09	AUGUSTA		4	11/21/2014	EXISTING, NO APPLICATION 2020		MULTIPLE	
4-24	BRENNEMAN, JOEL	380.000-2-25.1	1810 AUGUSTA SOLSVILLE RD	ORISKANY FALLS, NY 13425	24.12	AUGUSTA		4	5/29/2020	ALREADY IN, REAPPLIED 2020	\$10,000 TO \$49,999	DAIRY, CORN, OATS, HAY, PASTURE, STRAWBERRIES, LIVESTOCK, MAPLE SAP, LUMBER	27
4-24	BRENNEMAN, JOEL	380.000-2-6	1810 AUGUSTA SOLSVILLE RD	ORISKANY FALLS, NY 13425	134.92	AUGUSTA		4	5/29/2020	ALREADY IN, REAPPLIED 2020	\$10,000 TO \$49,999	DAIRY, CORN, OATS, HAY, PASTURE, STRAWBERRIES, LIVESTOCK, MAPLE SAP, LUMBER	138
4-250	BRENNEMAN, MOSES	371.000-1-10.1	5676 GRIFFITH RD	ORISKANY FALLS, NY 13425	16.73	AUGUSTA		4	11/19/2020	OWNER CHANGE 2020	\$10,000 TO \$49,999	DAIRY,HAY, MAPLE SAP, CORN, OATS	16
4-250	BRENNEMAN, MOSES	371.000-2-65.1	5676 GRIFFITH RD	ORISKANY FALLS, NY 13425	65.74	AUGUSTA		4	11/19/2020	OWNER CHANGE 2020	\$10,000 TO \$49,999	DAIRY,HAY, MAPLE SAP, CORN, OATS	65
4-250	BRENNEMAN, MOSES	371.000-2-4	5676 GRIFFITH RD	ORISKANY FALLS, NY 13425	10.57	AUGUSTA		4	11/19/2020	OWNER CHANGE 2020	\$10,000 TO \$49,999	DAIRY,HAY, MAPLE SAP, CORN, OATS	10
4-25	BRENNEMAN, SIMON	372.000-1-2.1	6031 TANNER RD	ORISKANY FALLS, NY 13425	55.27	AUGUSTA		4	5/29/2020	OWNER CHANGE 2020	\$10,000 TO \$49,999	DAIRY, CORN, HAY, GARDEN, LUMBER	66.6
4-25	BRENNEMAN, SIMON	371.000-2-18	6031 TANNER RD	ORISKANY FALLS, NY 13425	5.70	AUGUSTA		4	5/29/2020	OWNER CHANGE 2020	\$10,000 TO \$49,999	DAIRY, CORN, HAY, GARDEN, LUMBER	5.74
4-25	BRENNEMAN, SIMON	372.000-1-2.1	6031 TANNER RD	ORISKANY FALLS, NY 13425	31.02	AUGUSTA		4	3/1/2016	EXISTING, NO APPLICATION 2020		MULTIPLE	71
4-26	BREWER, KEN	300.000-3-20.2	5345 TOWNLINE RD	VERONA, NY 13476	155.49	VERONA	315-829-4983	4	6/22/2012	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	LIVESTOCK/TREE-FOREST PRODUCTION	150
4-27	BRONSON, MAY	312.000-1-13	5350 TOWNLINE RD	VERNON, NY 13476	38.27	VERNON	315-829-3990	4	5/29/2020	OWNER CHANGE 2020	BELOW \$10,000	CORN	25
4-28	BROUILLETTE, BERNARD & ALFRED	380.000-1-21.2	5477 BROUILLETTE RD	ORISKANY FALLS, NY 13425	88.73	AUGUSTA	315-404-7654	4	5/29/2020	ALREADY IN, REAPPLIED 2020	\$50,000 TO \$99,999	DAIRY, ALFALFA, CORN, SOYBEANS, HAY	88.79
4-28	BROUILLETTE, BERNARD & ALFRED	380.000-1-15	5468 BROUILLETTE RD	ORISKANY FALLS, NY 13425	48.72	AUGUSTA	315-404-7654	4	5/29/2020	ALREADY IN, REAPPLIED 2020	\$50,000 TO \$99,999	DAIRY, ALFALFA, CORN, SOYBEANS, HAY	48.72
4-28	BROUILLETTE, BERNARD & ALFRED	380.000-1-2.1	5468 BROUILLETTE RD	ORISKANY FALLS, NY 13425	130.14	AUGUSTA	315-404-7654	4	5/29/2020	ALREADY IN, REAPPLIED 2020	\$50,000 TO \$99,999	DAIRY, ALFALFA, CORN, SOYBEANS, HAY	130.13
4-28	BROUILLETTE, BERNARD & ALFRED	380.000-1-1	5468 BROUILLETTE RD	ORISKANY FALLS, NY 13425	89.84	AUGUSTA	315-404-7654	4	5/29/2020	ALREADY IN, REAPPLIED 2020	\$50,000 TO \$99,999	DAIRY, ALFALFA, CORN, SOYBEANS, HAY	55.16

FARMID	OWNER	PIN	MAILADD	CITY	Calc_Acres	MUNI	TEL	DISTRICT	D_PROCESS	COMMENT	ESTGROSS	FARMTYPE	AP Acres
4-36	BURNS (PETER & PAUL) BURNS BROS.	352.000-1-6.1	3092 BURNS RD	VERNON CENTER, NY 13477	12.41	AUGUSTA	315-843-7363	4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$100,000 TO \$199,999	DAIRY, CORN, OATS, HAY, LUMBER/LOGS	325
4-36	BURNS (PETER & PAUL) BURNS BROS.	353.000-1-20.1	3092 BURNS RD	VERNON CENTER, NY 13477	53.26	AUGUSTA	315-843-7363	4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$100,000 TO \$199,999	DAIRY, CORN, OATS, HAY, LUMBER/LOGS	325
4-36	BURNS (PETER & PAUL) BURNS BROS.	353.000-1-26	3092 BURNS RD	VERNON CENTER, NY 13477	0.79	AUGUSTA	315-843-7363	4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$100,000 TO \$199,999	DAIRY, CORN, OATS, HAY, LUMBER/LOGS	325
4-36	BURNS (PETER & PAUL) BURNS BROS.	353.000-1-2.1	3092 BURNS RD	VERNON CENTER, NY 13477	62.76	AUGUSTA	315-843-7363	4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$100,000 TO \$199,999	DAIRY, CORN, OATS, HAY, LUMBER/LOGS	325
4-36	BURNS (PETER & PAUL) BURNS BROS.	353.000-1-20.2	3092 BURNS RD	VERNON CENTER, NY 13477	15.28	AUGUSTA	315-843-7363	4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$100,000 TO \$199,999	DAIRY, CORN, OATS, HAY, LUMBER/LOGS	325
4-36	BURNS (PETER & PAUL) BURNS BROS.	353.000-1-16.2	3092 BURNS RD	VERNON CENTER, NY 13477	1.52	AUGUSTA	315-843-7363	4	11/2/2020	NEW 2020	\$100,000 TO \$199,999	DAIRY, CORN, OATS, HAY, LUMBER/LOGS	325
4-36	BURNS (PETER & PAUL) BURNS BROS.	353.000-1-24	3092 BURNS RD	VERNON CENTER, NY 13477	0.48	AUGUSTA	315-843-7363	4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$100,000 TO \$199,999	DAIRY, CORN, OATS, HAY, LUMBER/LOGS	325
4-37	CARNEY, ELIZABETH	333.000-1-20	4030 ARQUINT RD	VERNON CENTER, NY 13477	53.26	VERNON	315-829-4894	4	6/22/2012	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS	52.1
4-38	CARNEY, LAWRENCE	311.000-1-8	4948 STATE RTE 31	VERNON, NY 13476	95.91	VERNON	315-829-5410	4	3/1/2011	EXISTING, NO APPLICATION 2020	\$40,000 TO \$99,999	FIELD CROPS/LIVESTOCK	138
4-38	CARNEY, LAWRENCE	311.000-1-29	4948 STATE RTE 31	VERNON, NY 13476	49.21	VERNON	315-829-5410	4	3/1/2011	EXISTING, NO APPLICATION 2020	\$40,000 TO \$99,999	FIELD CROPS/LIVESTOCK	138
4-39	CHABOT, WAYNE R.	371.000-2-51.1	3835 AUGUSTA SOLSVILLE RD	MADISON, NY 13402	3.66	AUGUSTA		4		EXISTING, NO APPLICATION 2020			
4-40	CHAMPION FARMS LLC	363.000-1-43.2	6793 CHAMPION RD	CLINTON, NY 13323	70.04	AUGUSTA	315-794-3322	4	6/22/2012	EXISTING, NO APPLICATION 2020	\$100,000 TO \$199,999	DAIRY/FIELD CROPS	314
4-41	CHANDLER, WARREN G.	335.000-3-33	3832 BLEEKER RD	VERNON CENTER, NY 13477	10.26	VERNON		4	6/3/2020	ALREADY IN, REAPPLIED 2020	BELOW \$10,000	CORN, HAY, PINE TREES	10
4-41	CHANDLER, WARREN G.	335.000-3-16	3832 BLEEKER RD	VERNON CENTER, NY 13477	36.51	VERNON		4	6/3/2020	ALREADY IN, REAPPLIED 2020	BELOW \$10,000	CORN, HAY, PINE TREES	40
4-41	CHANDLER, WARREN G.	335.000-3-9	3832 BLEEKER RD	VERNON CENTER, NY 13477	26.31	VERNON		4	6/3/2020	ALREADY IN, REAPPLIED 2020	BELOW \$10,000	CORN, HAY, PINE TREES	40
4-42	CLUNCH, KENNETH JR. & CYNTHIA	344.000-1-11	3665 STATE ROUTE 26	VERNON CENTER, NY 13477	149.69	VERNON		4		EXISTING, NO APPLICATION 2020			
4-43	COLE, JOHN F.	271.000-3-11.1	6544 ROCK RD	VERONA, NY 13478	154.27	VERONA		4	6/3/2020	ALREADY IN, REAPPLIED 2020			157
4-43	COLE, JOHN F.	271.000-3-11.4	6544 ROCK RD	VERONA, NY 13478	4.63	VERONA	315-334-2425	4	5/9/2012	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS (CORN, SOYBEAN)	157
4-44	COLE, LYNN	333.000-1-54	6532 STATE RTE 5 RD	VERNON, NY 13476	6.41	VERNON		4		EXISTING, NO APPLICATION 2020			
4-45	COLE, THOMAS	345.000-2-18.3	6247 WILSON RD	VERNON CENTER, NY 13477	83.87	VERNON	315-404-3562	4	8/17/2020	NEW 2020		CORN, SOYBEANS, LUMBER	83

FARMID	OWNER	PIN	MAILADD	CITY	Calc_Acres	MUNI	TEL	DISTRICT	D_PROCESS	COMMENT	ESTGROSS	FARMTYPE	AP Acres
4-59	DENNIS BRADY & SONS	363.000-1-53	6680 ROBERTS RD	CLINTON, NY 13323	110.53	AUGUSTA	315-982-3094	4	11/2/2020	OWNER CHANGE 2020	OVER \$500,000	DAIRY, ALFALFA, CORN, SOYBEANS, WHEAT	133.77
4-60	DIXON, JAMES & REGINA	380.000-2-8.10	5892 MCLAUGHLIN RD	ORISKANY FALLS, NY 13425	30.73	AUGUSTA	315-821-6349	4	6/25/2012	EXISTING, NO APPLICATION 2020	BELOW \$10,000	FIELD CROPS (HAY)/LIVESTOCK (EQUINE)	32
4-61	DON'T LOOK BACK FARM	309.016-1-6.2	3849 SCONONDOA RD	ONEIDA, NY 13421	41.60	VERONA	860-491-0384	4	8/20/2020	OWNER CHANGE 2020	\$50,000 TO \$99,999	HORSES	
4-62	DUGAN, ANDREW	372.000-1-40	6000 MUNZ RD	ORISKANY FALLS, NY 13425	28.98	AUGUSTA	315-525-7711	4	6/3/2020	ALREADY IN, REAPPLIED 2020		CORN, HAY	31
4-63	DUNHAM, MARK	237.000-3-4	7188 HIGGINSVILLE RD	BLOSSVALE, NY 13308	47.88	VERONA	315-269-0159	4	11/9/2020	ALREADY IN, REAPPLIED 2020			47.9
4-64	DURANT, JAMES	335.000-3-28.1	6212 COLLEGE HILL RD	VERNON CENTER, NY 13477	211.25	VERNON	315-829-3495	4	6/3/2020	ALREADY IN, REAPPLIED 2020	\$100,000 TO \$199,999	DAIRY, ALFALFA, CORN, WHEAT	205
4-65	ELLIOTT, JAMES	256.000-2-12.1	6536 HENDERBURG RD	ROME, NY 13440	395.69	VERONA	315-533-6073	4	8/17/2020	ALREADY IN, REAPPLIED 2020			410.81
4-66	FILEY, ALAN & BETH	239.000-2-3.2	4086 WOOD CREEK RD	ROME, NY 13440	9.03	VERONA		4		EXISTING, NO APPLICATION 2020			
4-66	FILEY, ALAN & BETH	239.000-2-3.1	4086 WOOD CREEK RD	ROME, NY 13440	9.25	VERONA		4		EXISTING, NO APPLICATION 2020			
4-67	FILLEY ROAD GANG INC	322.000-2-3	4617 E SENECA ST	SHERRILL, NY 13461	67.36	VERNON	315-264-1754	4	11/9/2020	NEW 2020			69.2
4-67	FILLEY ROAD GANG INC	322.000-2-35	4617 E SENECA ST	SHERRILL, NY 13461	52.54	VERNON	315-264-1754	4	11/9/2020	NEW 2020			52.5
4-68	FINK, RODNEY	271.000-3-37	6335 BLACKMANS CORNERS RD	VERONA, NY 13478	111.98	VERONA	315-337-3503	4	6/25/2012	EXISTING, NO APPLICATION 2020	N/A	DAIRY/FIELD CROPS	180
4-69	FLEMING, CRAIG J	362.000-1-3.3	2861 BURNS RD	VERNON CENTER, NY 13477	1.41	AUGUSTA	315-843-7362	4	4/9/2012	EXISTING, NO APPLICATION 2020	\$50,000 TO \$99,999	DAIRY/FIELD CROPS	262.83
4-69	FLEMING, CRAIG J & PATRICIA H.	362.000-1-37.2	2861 BURNS RD	VERNON CENTER, NY 13477	34.46	AUGUSTA		4	6/24/2020	ALREADY IN, REAPPLIED 2020	\$50,000 TO \$99,999	DAIRY, ALFALFA, CORN, SOYBEANS, BEEF	32.72
4-69	FLEMING, CRAIG J & PATRICIA H.	362.000-1-3.1	2861 BURNS RD	VERNON CENTER, NY 13477	93.62	AUGUSTA		4	6/24/2020	ALREADY IN, REAPPLIED 2020	\$50,000 TO \$99,999	DAIRY, ALFALFA, CORN, SOYBEANS, BEEF	98
4-69	FLEMING, CRAIG J & PATRICIA H.	353.000-2-19	2861 BURNS RD	VERNON CENTER, NY 13477	74.18	AUGUSTA		4	6/24/2020	ALREADY IN, REAPPLIED 2020	\$50,000 TO \$99,999	DAIRY, ALFALFA, CORN, SOYBEANS, BEEF	72.11
4-70	FLOREK, JOSEPH	371.000-2-20	5917 OLIVER ROAD	ORISKANY FALLS, NY 13425	27.09	AUGUSTA	315-843-9017	4	6/3/2020	ALREADY IN, REAPPLIED 2020	\$10,000 TO \$49,999	CORN	26.86
4-70	FLOREK, JOSEPH	372.000-1-3	5917 OLIVER ROAD	ORISKANY FALLS, NY 13425	15.64	AUGUSTA	315-843-9017	4	6/3/2020	ALREADY IN, REAPPLIED 2020	\$10,000 TO \$49,999	CORN	15
4-71	FORD, THOMAS	345.000-2-21.2	3440 SKYLINE DR	CLINTON, NY 13323	38.82	VERNON		4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$200,000 TO \$499,999	DAIRY, ALFALFA, CORN, SOYBEANS, LUMBER/LOGS	38
4-71	FORD, THOMAS	345.000-2-22	3440 SKYLINE RD	CLINTON, NY 13323	84.06	VERNON		4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$200,000 TO \$499,999	DAIRY, ALFALFA, CORN, SOYBEANS, LUMBER/LOGS	85
4-71	FORD, THOMAS & SHELLI	354.000-1-8	3440 SKYLINE RD	CLINTON, NY 13323	53.67	AUGUSTA	315-853-2971	4	4/9/2012	EXISTING, NO APPLICATION 2020	\$100,000 TO \$199,999	DAIRY/FIELD CROPS	195
4-72	FOSS, KARLA & JEFFERY	312.000-1-32.1	5020 ROUTE 26	VERNON, NY 13476	42.92	VERNON		4		EXISTING, NO APPLICATION 2020			

FARMID	OWNER	PIN	MAILADD	CITY	Calc_Acres	MUNI	TEL	DISTRICT	D_PROCESS	COMMENT	ESTGROSS	FARMTYPE	AP_ACRES
4-87	HENTY, WARREN D.	269.000-2-17	6514 GERMANY RD	DURHAMVILLE, NY 13054	15.04	VERONA		4		EXISTING, NO APPLICATION 2020			
4-88	HERSHBERGER, ANDY	362.003-1-69	5537 KNOXBORO RD	ORISKANY FALLS, NY 13425	23.15	AUGUSTA		4	11/21/2014	EXISTING, NO APPLICATION 2020		MULTIPLE	
4-88	HERSHBERGER, ANDY	362.003-1-2	5537 KNOXBORO RD	ORISKANY FALLS, NY 13425	30.56	AUGUSTA		4	11/21/2014	EXISTING, NO APPLICATION 2020		MULTIPLE	
4-89	HINMAN, KEVIN	325.000-2-24	6260 STATE ROUTE 5	VERNON, NY 13476	198.63	VERNON	315-829-5555	4	4/9/2012	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	FIELD CROPS/VEGETABLE/FRUIT & BERRY	197
4-90	HISERT, DONALD E.	312.000-1-27	4860 DAY RD	VERNON, NY 13476	109.17	VERNON	315-829-2318	4	6/4/2020	ALREADY IN, REAPPLIED 2020			
4-91	HOGAN, HARRY B.	343.000-1-19.1	5174 MARBLE RD	VERNON CENTER, NY 13477	124.01	VERNON	315-829-3125	4	8/17/2020	ALREADY IN, REAPPLIED 2020			125.11
4-91	HOGAN, HARRY B.	343.000-1-19.9	5174 MARBLE RD	VERNON CENTER, NY 13477	14.59	VERNON	315-829-3125	4	8/17/2020	NEW 2020			14.77
4-91	HOGAN, HARRY B.	343.000-1-19.8	5174 MARBLE RD	VERNON CENTER, NY 13477	1.65	VERNON	315-829-3125	4	8/17/2020	NEW 2020			2.32
4-92	HUNT LIVING TRUST,	344.000-1-15	5635 ROTTAMORE RD	VERNON CENTER, NY 13477	77.21	VERNON		4		EXISTING, NO APPLICATION 2020			
4-93	HUNT, BRIAN	335.000-3-48	645 COLLEGE HILL RD	VERNON CENTER, NY 13477	3.43	VERNON	315-829-2197	4	11/9/2020	OWNER CHANGE 2020	BELOW \$10,000	LUMBER/LOGS, SAW MILL	3.5
4-94	JACOB, JAMES	362.000-1-4.1	2817 NORTH RD	VERNON CENTER, NY 13477	39.50	AUGUSTA	315-843-4142	4	4/9/2012	EXISTING, NO APPLICATION 2020	N/A	N/A	40.8
4-95	JASIEWICZ, EDWARD W	298.002-1-1.1	5823 STATE ROUTE 31	VERONA, NY 13478	67.69	VERONA	315-363-1734	4	8/14/2020	ALREADY IN, REAPPLIED 2020			68.9
4-96	JOANIS, DEBORAH	254.000-1-26	6707 HIGGINSVILLE RD	DURHAMVILLE, NY 13054	12.56	VERONA		4		EXISTING, NO APPLICATION 2020			
4-97	JONES, JOHN & KELLY	254.000-1-21	3628 DOXTATOR RD	DURHAMVILLE, NY 13054	25.07	VERONA		4		EXISTING, NO APPLICATION 2020			
4-97	JONES, JOHN & KELLY	240.000-2-7.14	3628 DOXTATER RD	DURHAMVILLE, NY 13054	14.69	VERONA		4		EXISTING, NO APPLICATION 2020			
4-98	JONES, MICHAEL & RICHELE	254.000-2-26.4	6127 HAPPY VALLEY RD	VERONA, NY 13478	89.79	VERONA		4		EXISTING, NO APPLICATION 2020			
4-99	JONES, PAUL	381.000-1-21.3	1696 JONES RD	ORISKANY FALLS, NY 13425	14.49	AUGUSTA	315-794-8635	4	2/7/2017	EXISTING, NO APPLICATION 2020		N/A	14.5
4-100	JUDGE, RONALD	344.000-1-7.2	5652 NORTON RD	VERNON CENTER, NY 13477	2.88	VERNON		4		EXISTING, NO APPLICATION 2020			
4-100	JUDGE, RONALD	334.000-2-19.1	5256 NORTON RD	VERNON CENTER, NY 13477	31.97	VERNON		4		EXISTING, NO APPLICATION 2020			
4-101	KIPP, JERRY & NANCY	286.000-2-18.2	6023 BLACKMANS CORNERS RD	VERONA, NY 13478	15.35	VERONA	315-336-8921	4	6/4/2020	ALREADY IN, REAPPLIED 2020	\$50,000 TO \$99,999	EQUINE	129.13
4-101	KIPP, JERRY & NANCY	286.000-2-19	6023 BLACKMANS CORNERS RD	VERONA, NY 13478	10.63	VERONA	315-336-8921	4	6/4/2020	ALREADY IN, REAPPLIED 2020	\$50,000 TO \$99,999	EQUINE	129.13

FARMID	OWNER	PIN	MAILADD	CITY	Calc_Acres	MUNI	TEL	DISTRICT	D_PROCESS	COMMENT	ESTGROSS	FARMITYPE	AP_ACRES
4-114	LEUBENBERGER, WARNER	353.000-2-21	3125 STATE RTE 26	ORISKANY FALLS, NY 13425	105.44	AUGUSTA	315-843-7095	4	11/9/2020	ALREADY IN, REAPPLIED 2020	\$200,000 TO \$499,999	CORN, SOYBEANS, HAY	720
4-114	LEUBENBERGER, WARNER	371.000-2-68.1	3125 STATE RTE 26	ORISKANY FALLS, NY 13425	1.70	AUGUSTA	315-843-7095	4	11/9/2020	ALREADY IN, REAPPLIED 2020	\$200,000 TO \$499,999	CORN, SOYBEANS, HAY	720
4-114	LEUBENBERGER, WARNER	353.000-2-2.2	3125 STATE RTE 26	ORISKANY FALLS, NY 13425	2.68	AUGUSTA	315-843-7095	4	11/9/2020	ALREADY IN, REAPPLIED 2020	\$200,000 TO \$499,999	CORN, SOYBEANS, HAY	720
4-114	LEUBENBERGER, WARNER	353.000-2-3.1	3125 STATE RTE 26	ORISKANY FALLS, NY 13425	8.19	AUGUSTA	315-843-7095	4	11/9/2020	ALREADY IN, REAPPLIED 2020	\$200,000 TO \$499,999	CORN, SOYBEANS, HAY	720
4-114	LEUBENBERGER, WARNER	353.000-2-8.1	3125 STATE RTE 26	ORISKANY FALLS, NY 13425	61.23	AUGUSTA	315-843-7095	4	11/9/2020	ALREADY IN, REAPPLIED 2020	\$200,000 TO \$499,999	CORN, SOYBEANS, HAY	720
4-114	LEUBENBERGER, WARNER	353.000-2-2.1	3125 STATE RTE 26	ORISKANY FALLS, NY 13425	120.64	AUGUSTA	315-843-7095	4	11/9/2020	ALREADY IN, REAPPLIED 2020	\$200,000 TO \$499,999	CORN, SOYBEANS, HAY	720
4-114	LEUBENBERGER, WARNER	344.000-1-51	3125 STATE RTE 26	ORISKANY FALLS, NY 13425	39.82	VERNON	315-843-7095	4	11/9/2020	ALREADY IN, REAPPLIED 2020	\$200,000 TO \$499,999	CORN, SOYBEANS, HAY	720
4-114	LEUBENBERGER, WARNER	371.000-2-27	3125 STATE RTE 26	ORISKANY FALLS, NY 13425	23.15	AUGUSTA	315-843-7095	4	11/9/2020	ALREADY IN, REAPPLIED 2020	\$200,000 TO \$499,999	CORN, SOYBEANS, HAY	720
4-115	LOHR (KAREN, VALADE, LAWRENCE, ALLAN)	254.000-2-15	6841 STACY BASIN RD	DURHAMVILLE, NY 13054	11.01	VERONA	315-897-0496	4	11/9/2020	NEW 2020	\$10,000 TO \$49,999	BEEF	11.32
4-115	LOHR (KAREN, VALADE, LAWRENCE, ALLAN)	254.000-2-16	6841 STACY BASIN RD	DURHAMVILLE, NY 13054	10.11	VERONA	315-897-0496	4	11/9/2020	OWNER CHANGE 2020	\$10,000 TO \$49,999	BEEF	10.10
4-115	LOHR (KAREN, VALADE, LAWRENCE, ALLAN)	255.000-1-2	6841 STACY BASIN RD	DURHAMVILLE, NY 13054	15.51	VERONA	315-897-0496	4	11/9/2020	OWNER CHANGE 2020	\$10,000 TO \$49,999	BEEF	15.24
4-116	LOHR, BILLY & BARBARA	269.000-2-23.1	6515 HIGGINSVILLE RD	DURHAMVILLE, NY 13054	16.26	VERONA		4		EXISTING, NO APPLICATION 2020			
4-117	LOHR, MATTHEW	254.000-2-8	6637 STATE ROUTE 46	DURHAMVILLE, NY 13054	82.53	VERONA	315-897-0365	4	6/4/2020	ALREADY IN, REAPPLIED 2020			85.02
4-118	MAKARCHUK, PAUL & JOANNE	312.000-1-23	5645 OTTMAN RD	VERNON, NY 13476	47.71	VERNON	315-240-3084	4	6/8/2020	ALREADY IN, REAPPLIED 2020		HAY	52
4-119	MAST, SAMUEL	334.000-2-8.1	5560 YOUNGS RD	VERNON, NY 13476	126.11	VERNON		4	11/9/2020	OWNER CHANGE 2020	\$10,000 TO \$49,999	DAIRY, ALFALFA, HAY, SPELTZ	124
4-120	MATHALIA, FRANK & MICHAEL	323.000-1-17.10	PO BOX 238	ONEIDA, NY 13421	2.43	VERNON	315-404-5144	4	6/22/2012	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	DAIRY/FIELD CROPS/TREE-FOREST PRODUCTION	24
4-120	MATHALIA, FRANK & MICHAEL	323.000-1-18.2	PO BOX 238	ONEIDA, NY 13421	20.80	VERNON	315-404-5144	4	6/22/2012	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	DAIRY/FIELD CROPS/TREE-FOREST PRODUCTION	24
4-121	MAXSON, FLOYD	362.000-1-6.2	2695 NORTH RD	VERNON CENTER, NY 13477	44.60	AUGUSTA	315-843-4068	4	7/6/2012	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	LIVESTOCK (EQUINE)	44.7
4-122	MAY, ROBERT C.	256.000-3-31	6890 GREENWAY NEW LONDON RD	VERONA, NY 13478	89.01	VERONA	315-337-4197	4	4/11/2012	EXISTING, NO APPLICATION 2020	BELOW \$10,000	FIELD CROPS/LIVESTOCK	145
4-122	MAY, ROBERT C.	240.000-2-25	6890 GREENWAY NEW LONDON RD	VERONA, NY 13478	45.75	VERONA	315-337-4197	4	4/11/2012	EXISTING, NO APPLICATION 2020	BELOW \$10,000	FIELD CROPS/LIVESTOCK	145
4-123	MCNEIL, JOHN & ELLEN	333.000-1-28.2	3895 HOGAN RD	VERNON CENTER, NY 13477	17.26	VERNON	315-829-3079	4	6/25/2012	EXISTING, NO APPLICATION 2020	\$50,000 TO \$99,999	LIVESTOCK (EQUINE) - NON-FARMER	18
4-124	MERCER, PATRICK	283.000-1-65.4	5626 MAIN ST	ONEIDA, NY 13421	42.39	VERONA	315-363-5194	4	6/25/2012	EXISTING, NO APPLICATION 2020	BELOW \$10,000	LIVESTOCK	44
4-125	MILLER, JEFF J.	363.000-1-24.4	6422 TANNER EGAN RD	ORISKANY FALLS, NY 13425	33.49	AUGUSTA		4	8/11/2020	ALREADY IN, REAPPLIED 2020		DAIRY, CORN, OATS, HAY, SHEEP	150

FARMID	OWNER	PIN	MAILADD	CITY	Calc_Acres	MUNI	TEL	DISTRICT	D_PROCESS	COMMENT	ESTGROSS	FARMTYPE	AP_ACRES
4-136	NORMANDI LLC	322.000-1-1.2	P.O. BOX 653	ONEIDA, NY 13421	56.93	VERNON	315-264-0163	4	11/9/2020	OWNER CHANGE 2020		CORN, HAY	59.5
4-136	NORMANDI LLC	322.000-1-8.7	P.O. BOX 653	ONEIDA, NY 13421	36.11	VERNON	315-264-0163	4	11/9/2020	OWNER CHANGE 2020		CORN, HAY	39.1
4-136	NORMANDI LLC	322.000-1-12.3	P.O. BOX 653	ONEIDA, NY 13421	5.79	VERNON	315-264-0163	4	11/9/2020	OWNER CHANGE 2020		CORN, HAY	5.66
4-137	OSIO, JAMES & SUZANNE	323.000-1-22	4967 STATE ROUTE 5	VERNON, NY 13476	33.42	VERONA		4		EXISTING, NO APPLICATION 2020			
4-138	PAPA FAMILY TRUST	342.000-1-16.2	529 TAMARACK ST	UTICA, NY 13502	4.85	VERNON	315-724-6300	4	11/9/2020	OWNER CHANGE 2020		HAY	17.3
4-139	PAPA, RICHARD, SUSAN, LOUIS	342.000-1-16.4	3645 GRAVES RD	ONEIDA, NY 13421	4.75	VERNON		4		EXISTING, NO APPLICATION 2020			
4-140	PATRICK FAMILY FARM LLC	310.000-3-31	5066 NYS RTE 365	VERONA, NY 13478	46.63	VERONA	208-285-1432	4	5/22/2012	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS	100
4-140	PATRICK FAMILY FARM LLC	310.000-3-38	5066 NYS RTE 365	VERONA, NY 13478	29.82	VERONA	208-285-1432	4	5/22/2012	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS	100
4-140	PATRICK FAMILY FARM LLC	310.000-3-39	5066 NYS RTE 365	VERONA, NY 13478	46.15	VERONA	208-285-1432	4	5/22/2012	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS	100
4-140	PATRICK FAMILY FARM LLC	310.000-3-47	5066 NYS RTE 365	VERONA, NY 13478	16.39	VERONA	208-285-1432	4	5/22/2012	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS	100
4-141	PAWLOWSKI, ROBERT & HOLLY	256.000-3-18.2	6715 SHOLTZ RD	VERONA, NY 13478	33.76	VERONA		4		EXISTING, NO APPLICATION 2020			
4-141	PAWLOWSKI, ROBERT & HOLLY	256.000-3-21.1	6715 SHOLTZ RD	VERONA, NY 13478	100.40	VERONA		4		EXISTING, NO APPLICATION 2020			
4-142	PECK, MICHAEL	313.000-3-1.9	5303 NYS ROUTE 26	VERNON, NY 13476	33.00	VERNON		4	5/22/2012	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	DAIRY/FIELD CROPS/LIVESTOCK	184
4-142	PECK, MICHAEL	313.000-3-7	5303 NYS ROUTE 26	VERNON, NY 13476	16.67	VERNON		4	5/22/2012	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	DAIRY/FIELD CROPS/LIVESTOCK	184
4-142	PECK, MICHAEL	312.000-1-34.2	5303 NYS ROUTE 26	VERNON, NY 13476	29.95	VERNON		4	5/22/2012	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	DAIRY/FIELD CROPS/LIVESTOCK	184
4-142	PECK, MICHAEL	300.000-2-16	5303 NYS ROUTE 26	VERNON, NY 13476	51.89	VERNON		4	5/22/2012	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	DAIRY/FIELD CROPS/LIVESTOCK	184
4-143	PEPLOSKI, LINDA & FRANCIS	284.000-1-7	6021 IRISH RIDGE RD	DURHAMVILLE, NY 13054	12.98	VERONA		4		EXISTING, NO APPLICATION 2020			
4-143	PEPLOSKI, LINDA & FRANCIS	284.000-1-7	6021 IRISH RIDGE RD	DURHAMVILLE, NY 13054	24.27	VERONA		4		EXISTING, NO APPLICATION 2020			
4-144	PETERS, JOHN E.	334.004-2-33.1	3822 POTASH HILL RD	VERNON CENTER, NY 13477	16.61	VERNON	315-829-4004	4	2/3/2012	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS (HAY, CORN SILAGE, SOYBEANS)	45.64
4-144	PETERS, JOHN E.	334.000-1-48.2	3822 POTASH HILL RD	VERNON CENTER, NY 13477	21.73	VERNON	315-829-4004	4	2/3/2012	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS (HAY, CORN SILAGE, SOYBEANS)	45.64
4-145	PETERS, ROY & CAROLYN	298.000-1-60	5530 SAND HILL RD	VERONA, NY 13478	118.36	VERONA	315-563-6302	4	6/25/2012	EXISTING, NO APPLICATION 2020	\$10,000 TO \$49,999	FIELD CROPS/LIVESTOCK/TREE- FOREST PROD.	131
4-146	PETERS, WILLIAM C.	371.000-2-17	2566 STATE ROUTE 26	ORISKANY FALLS, NY 13425	3.22	AUGUSTA	315-843-6173	4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$10,000 TO \$49,999	ALFALFA, CORN, HAY, FIREWOOD	170
4-146	PETERS, WILLIAM C.	371.000-2-8	2566 STATE ROUTE 26	ORISKANY FALLS, NY 13425	5.02	AUGUSTA	315-843-6173	4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$10,000 TO \$49,999	ALFALFA, CORN, HAY, FIREWOOD	170
4-146	PETERS, WILLIAM C.	362.000-1-30.5	2566 STATE ROUTE 26	ORISKANY FALLS, NY 13425	11.73	AUGUSTA	315-843-6173	4	11/2/2020	ALREADY IN, REAPPLIED 2020	\$10,000 TO \$49,999	ALFALFA, CORN, HAY, FIREWOOD	170

FARMID	OWNER	PIN	MAILADD	CITY	Calc_Acres	MUNI	TEL	DISTRICT	D_PROCESS	COMMENT	ESTGROSS	FARMTYPE	AP Acres
4-223	VAILL, MILTON	324.000-1-78.2	4549 STATE ROUTE 26	VERNON, NY 13476	195.77	VERNON	315-829-2309	4	6/18/2012	EXISTING, NO APPLICATION 2020	N/A	DAIRY/FIELD CROPS	1866
4-224	VAN LIESHOUT TRUST, HENRY & JOHANNA	269.000-2-27	6166 HAPPY VALLEY RD	VERONA, NY 13478	400.99	VERONA	315-363-4935	4	8/11/2020	OWNER CHANGE 2020	∅	DAIRY, ALFALFA, CORN, SOYBEANS, WHEAT, HAY	400.4
4-224	VAN LIESHOUT TRUST, HENRY & JOHANNA	255.000-1-33	6166 HAPPY VALLEY RD	VERONA, NY 13478	73.18	VERONA	315-363-4935	4	8/11/2020	OWNER CHANGE 2020	∅	DAIRY, ALFALFA, CORN, SOYBEANS, WHEAT, HAY	72
4-224	VAN LIESHOUT TRUST, HENRY & JOHANNA	254.000-2-10	6166 HAPPY VALLEY RD	VERONA, NY 13478	83.58	VERONA	315-363-4935	4	8/11/2020	OWNER CHANGE 2020	∅	DAIRY, ALFALFA, CORN, SOYBEANS, WHEAT, HAY	83.4
4-224	VAN LIESHOUT TRUST, HENRY & JOHANNA	254.000-1-18	6166 HAPPY VALLEY RD	VERONA, NY 13478	17.62	VERONA	315-363-4935	4	8/1/2020	OWNER CHANGE 2020	∅	DAIRY, ALFALFA, CORN, SOYBEANS, WHEAT, HAY	17.09
4-225	VAN LIESHOUT, HENRY & JOHANNA	254.000-2-24.1	6166 HAPPY VALLEY RD	VERONA, NY 13478	1.25	VERONA	315-363-4935	4	6/18/2012	EXISTING, NO APPLICATION 2020	OVER \$500,000	DAIRY/FIELD CROPS	573
4-226	VANDERHOOF, THOMAS & BRENDA	324.000-2-15.2	4244 LAMPMAN RD	VERNON, NY 13476	5.13	VERNON	315-796-2249	4	11/9/2020	NEW 2020			5
4-227	VANSLYKE, DONALD JOSEPH	254.000-1-24.1	3582 DOXTATOR RD	DURHAMVILLE, NY 13054	10.26	VERONA	315-225-6316	4	2/13/2013	EXISTING, NO APPLICATION 2020	\$10,000 TO \$39,999	HORTICULTURAL SPECIALIST (GREENHOUSE)	16
4-227	VANSLYKE, DONALD JOSEPH	254.000-1-24.2	3582 DOXTATOR RD	DURHAMVILLE, NY 13054	4.74	VERONA	315-225-6316	4	2/13/2013	EXISTING, NO APPLICATION 2020	\$10,000 TO \$39,999	HORTICULTURAL SPECIALIST (GREENHOUSE)	16
4-228	WARD, BRYAN	344.000-1-57	13 ARROWHEAD DR	MARLTON, NJ 08053	203.44	VERNON		4	11/9/2020	OWNER CHANGE 2020	\$10,000 TO \$49,999	CORN, SOYBEANS, HAY	202
4-229	WATERMAN, ALAN & JOAN	363.000-1-1.2	2842 WELLS GIFFORD RD	ORISKANY FALLS, NY 13425	1.22	AUGUSTA	315-829-3086	4	9/8/2020	ALREADY IN, REAPPLIED 2020			130
4-229	WATERMAN, ALAN & JOAN	363.000-1-1.1	2842 WELLS GIFFORD RD	ORISKANY FALLS, NY 13425	54.79	AUGUSTA	315-829-3086	4	7/22/2020	ALREADY IN, REAPPLIED 2020			45.9
4-229	WATERMAN, ALAN & JOAN	363.000-1-1.3	2842 WELLS GIFFORD RD	ORISKANY FALLS, NY 13425	48.13	AUGUSTA	315-829-3086	4	7/22/2020	ALREADY IN, REAPPLIED 2020			48.6
4-229	WATERMAN, ALAN & JOAN	353.000-2-16.1	2842 WELLS GIFFORD RD	ORISKANY FALLS, NY 13425	32.96	AUGUSTA	315-829-3086	4	7/22/2020	ALREADY IN, REAPPLIED 2020			34
4-230	WATERMAN, MICHELLE	353.000-2-16.3	2927 WELLS GIFFORD RD	ORISKANY FALLS, NY 13425	16.49	AUGUSTA	315-829-3995	4	8/11/2020	OWNER CHANGE 2020			16.5
4-231	WENHAM, HARRY & WALTER	344.000-1-5	5549 NORTON RD	VERNON CENTER, NY 13477-3620	60.89	VERNON		4		EXISTING, NO APPLICATION 2020			
4-231	WENHAM, HARRY & WALTER	334.000-2-21	5549 NORTON RD	VERNON CENTER, NY 13477-3620	86.17	VERNON		4		EXISTING, NO APPLICATION 2020			
4-232	WILLIAMS, JAMES	389.000-1-4	1530 HEWITT RD	MADISON, NY 13402	147.17	AUGUSTA	315-893-7469	4	7/6/2012	EXISTING, NO APPLICATION 2020	\$200,000 TO \$499,999	DAIRY/FIELD CROPS/LIVESTOCK	212
4-233	WILLIAMS, JAMES & MARY	299.000-1-37.6	5602 STATION ST	VERONA, NY 13478	106.85	VERONA	315-363-9059	4	6/22/2012	EXISTING, NO APPLICATION 2020	\$200,000 TO \$499,999	DAIRY/FIELD CROPS	110
4-234	WILLIAMS, KEITH & KATHLEEN WEINGARTNER	381.000-1-44.2	6029 MCLAUGHLIN RD	ORISKANY FALLS, NY 13425	53.08	AUGUSTA	315-821-7202	4	11/9/2020	NEW 2020		DAIRY, CORN, SOYBEANS, HAY	55
4-235	WILLIAMS, WILLIAM	345.000-2-18.1	6252 WILLSON RD	VERNON CENTER, NY 13477	25.54	VERNON	315-272-5794	4	7/30/2020	ALREADY IN, REAPPLIED 2020	BELOW \$10,000	EQUINE, LUMBER, WOODY BIOMASS	25.6
4-236	WILLIAMSON, ELINOR	345.000-2-29.1	6102 WILLSON RD	VERNON CENTER, NY 13477	7.92	VERNON	315-829-2393	4	6/22/2012	EXISTING, NO APPLICATION 2020	N/A	FIELD CROPS	10

FARMID	OWNER	PIN	MAILADD	CITY	Calc_Acres	MUNI	TEL	DISTRICT	D_PROCESS	COMMENT	ESTGROSS	FARMTYPE	AP_ACRES
4-248	ZOMBEK, JAMES	354.000-1-4.2	6332 KIMBALL RD	ORISKANY FALLS, NY 13425	54.42	AUGUSTA		4		EXISTING, NO APPLICATION 2020			
4-249	ZOMBEK, STANLEY & MARY ELLEN	354.000-1-14.1	6570 BOGUSVILLE HILL RD	DEANSBORO, NY 13328	116.16	AUGUSTA		4		EXISTING, NO APPLICATION 2020			
4-249	ZOMBEK, STANLEY & MARY ELLEN	354.000-1-4.1	6287 KIMBALL RD	ORISKANY FALL, NY 13425	58.10	AUGUSTA		4		EXISTING, NO APPLICATION 2020			
4-249	ZOMBEK, STANLEY & MARY ELLEN	354.000-1-5	6287 KIMBALL RD	ORISKANY FALL, NY 13425	66.77	AUGUSTA		4		EXISTING, NO APPLICATION 2020			
4-250	ZOMBEK, STEPHEN	363.000-1-10	6500 BOGUSVILLE HILL RD	DEANSBORO, NY 13328	80.53	AUGUSTA		4		EXISTING, NO APPLICATION 2020			
4-250	ZOMBEK, STEPHEN	363.000-1-8	6500 BOGUSVILLE HILL RD	DEANSBORO, NY 13328	5.79	AUGUSTA		4		EXISTING, NO APPLICATION 2020			