



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #1

REQUEST FOR APPLICATION # 2939

NEW YORK STATE OFFICE OF GENERAL SERVICES

ON BEHALF NYS DEPARTMENT OF VETERAN SERVICES

FOR

VETERANS LAW CLINIC GRANT PROGRAM

Date: April 9th, 2025

Application Due Date: April 30th, 2025 @ 2:00 PM

To Prospective Applicants: This addendum is being issued to provide all prospective applicants the opportunity to view the pre-submission webinar that took place on April 9th, 2025.

The direct link to the webinar can be found below:

[Recap: DVS RFA #2939 - Law Clinic Pre-Submission Webinar Wednesday, April 9](#)

All other terms and conditions remain unchanged.

If submitting an application, this Addendum #1 for RFA #2939 must contain an original signature, be dated, attached to, and made a part of your submission.

Company Name _____

Address (include City, State, Zip) _____

Applicant's Name (please print) _____

Title _____

Signature _____

Date _____



Office of General Services

Request for Application # 2939

Solicited by

New York State Office of General Services

On behalf of

New York State Department of Veteran Services

for

Veterans Law Clinic Grant Program

Issue Date: March 31st, 2025

Primary Contact:

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Contract Management Specialist 1

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Contract Management Specialist 2

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1. Introduction

1.1 Overview

The New York State Division of Veterans' Services (DVS) is seeking to award five separate grant awards to selected law schools in New York State with the purpose of supporting or establishing Veterans/Servicemembers' law clinics, practicums, pro bono projects, or other experiential learning programs that are or will be housed within the schools. These grant awards will each be for \$50,000 per year for three years, contingent upon continued availability of funds.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Elijah Pratt, Contract Management Specialist 1, NYS Office of General Services, Division of Financial Administration has been designated as the Primary Contact for this procurement and may be reached by email or phone for all inquiries regarding this Solicitation.

Elijah Pratt, Contract Management Specialist 1
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-486-3338
Email: elijah.pratt@ogs.ny.gov

In the event the designated contact is not available, the alternate designated contacts are:

Matthew Courcelle, Contract Management Specialist 2
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-474-6921
Email: matthew.courcelle@ogs.ny.gov

Jessicca McDonald, Contract Management Specialist 3
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-408-2487
Email: jessicca.mcdonald@ogs.ny.gov

For inquires related specifically to Minority and Women-Owned Business Enterprises (MWBE) provisions of this procurement Solicitation, the designated contact is:

Joshua Quiles, Compliance Specialist 2
NYS Office of General Services
Office of Business Diversity/MWBE/SDVOB

29th Floor, Corning Tower Bldg., Empire State Plaza
Albany, NY 12242
Phone: 518-408-0432
Email: OGS.sm.MWBE@ogs.ny.gov

For inquires related specifically to Service-Disabled Veteran Owned Businesses (SDVOB) provisions of this procurement Solicitation, contact:

NYS Office of General Services
Division of Service-Disabled Veterans' Business Development
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-474-2015
Email: veteransdevelopment@ogs.ny.gov

For inquiries related specifically to insurance requirements of this Solicitation, contact:

NYS Office of General Services
Bureau of Risk and Insurance Management
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-473-0310
Email: ogs.sm.insrev@ogs.ny.gov

1.3 Key Events

The Table below outlines the schedule for important action dates.

OGS Issues Request for Application (RFA) #2939	March 31st, 2025
Optional Pre-Submission Conference	April 9th, 2025 at 10:00am EST
Deadline for Submission of Applicant Questions	April 16th, 2025
OGS Issues Responses to Written Questions (estimated)	April 23rd, 2025
Application Due Date	April 30th, 2025 at 2:00pm EST
Contract Start Date	June 1 st , 2025

1.4 Minimum Applicant Qualifications

Applicants are advised that the State's intent is to ensure that only responsive, responsible, qualified and reliable contractors enter into a contract to perform the work as defined in this document.

The State considers the following qualification to be a pre-requisite in order to be considered as qualified Applicant for purposes of the solicitation. Applicants not meeting the qualification below will be disqualified. Applicants may not use a subcontractor's or any other entity's qualifications to meet requirements.

The following minimum requirements **must** be met by each Applicant:

- A. Applicant must be an established NYS Law school that has either established a veterans' law clinic, pro bono project, practicum, or other experiential learning program, or have a plan in place to imminently establish such a program upon award.
- B. Applicants must be prequalified in the NYS Statewide Financial System (SFS) on the application due date. See section 1.5 for more information.

1.5 Prequalification for Not-For-Profit Organizations

Not-for-profit organizations must ensure that their prequalification status is current in SFS at the time of the application due date.

Failure to do so will result in applications not being reviewed and will automatically be disqualified. Not-for-profit organizations must maintain their pre-qualification status on a yearly basis by providing up-to-date IRS 900, CHAR 500 and audit review documents. Additional information and resources on how to get prequalified can be found here: [Grants Management \(ny.gov\)](https://www.ny.gov/grants-management)

***Note* Governmental entities are not held to the prequalification requirement.**

1.6 Optional Pre-Submission Webinar

There will be an optional webinar for all prospective Applicants to be held on April 9th, 2025 at 10:00 am EST. Applicants are encouraged to submit questions to the OGS designated contact in advance of the webinar. Applicants are not required to register for the webinar, as it is open to the public. You may access the webinar at the following link:

https://teams.microsoft.com/join/19%3ameeting_ZjlxYzY4Y2MtNWU4YS00YzAxLThiNTctZTEyOWJmYWVmYWMz%40thead.v2/0?context=%7b%22Tid%22%3a%22f46cb8ea-7900-4d10-8ceb-80e8c1c81ee7%22%2c%22Oid%22%3a%220d0deae8-6c40-4ffa-9f5e-c6ef1fe605da%22%7d

Passcode: Bo3p6hV3

1.7 Glossary of Terms

“Issuing Office” shall mean the Office of General Services Department of Financial Administration on behalf of New York State Department of Veterans Services.

“Request for Application”, “RFA”, or “Solicitation” shall mean this document.

The **“State”** shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.

“Commissioner” shall mean the Commissioner of The Office of General Services or duly authorized representative.

“Director” shall mean the Director of the New York State Department of Veterans Services.

“Applicant” or **“Offeror”** shall mean any person, partnership, firm, corporation, or other authorized entity submitting a response to the State pursuant to this solicitation.

“Application” or **“Response”** shall mean any submission in response to this solicitation.

“Grant Recipient” shall mean grantee or awarded grantee.

“OSC” shall mean the Office of the New York State Comptroller.

“OGS” shall mean the New York State Office of General Services.

“Prime Contractor” shall mean the entity awarded and entered into a contract with New York State.

“Sub-Contractor” shall mean a third-party Contractor hired by the Grant Recipient to perform services pursuant to this solicitation.

“SFS” shall mean the New York State Statewide Financial System.

2. Scope of Work

2.1 General Scope

The New York State Department of Veterans' Services is offering grants to five qualified New York State law schools of \$50,000 each, for three consecutive years (contingent on annual funding) to either establish or enhance a law clinic, pro bono project, practicum, or other experiential legal education initiative within their facility focusing on assisting Veterans with unmet legal needs.

These grants are designated for sustainable law school programs and initiatives that maximize the use of existing resources to address legal practice areas in which Veterans in New York State are demonstrably underserved.

Such programs will accomplish two vital goals. In the short-term, they will help bridge the justice gap for New York State's Veterans and their family members, ensuring that their legal interests are properly represented and safeguarded. In the longer-term, they will educate, train, and inspire tomorrow's lawyers to provide much-needed legal services to Veterans and their family members, establishing a strong network of attorneys in New York State to protect the legal rights of Veterans and their families in the years to come.

Applicants are encouraged to demonstrate that they have established a partnership with one or more private sector businesses or organizations to provide funding or services to the proposed program. While such a partnership is not a requirement to receive this grant, the existence of a partnership with one or more private sector entities will speak to the likely sustainability of the proposed program, and thus will be factored heavily into the decisions of which applicants receive these grants.

2.2 Reporting Requirements

The following reports must be submitted on a quarterly basis to administration@dvs.ny.gov:

- A. A complete itemized account of every expenditure for which the grant funding was used for the program and documentation to support every expenditure (e.g., copies of receipts, certified personnel pay records).
- B. A listing of each client assisted (using case numbers, not names) and a present status of each case. **See Section 5.4 for where Claim for Payment requests should be sent.**

The following reports must be submitted at the end of the grant period (annually) to administration@dvs.ny.gov:

- A. A description of the program, including the target population(s) served by the program; the number of faculty playing secondary or supportive roles regarding the program; the number of academic credits offered by the program (if applicable); the unmet needs that the program seeks to address; all relevant metrics demonstrating the progress that the program has made during the reporting period in serving the needs of its target population; and the number of law students participating in the program.
- B. Written testimonials from a minimum of two law students participating in the new or enhanced program; one law school faculty member participating in the new or enhanced program; and two Veterans or family members of Veterans discussing the impact of the new or enhanced program upon their lives.

- C. Written evaluation from the law school leadership directly involved in the new or enhanced program summarizing the program's successes and shortcomings and describing the law school's plans for sustaining the program's successes and improving the program's shortcomings in the future.

3. Application Submission

3.1 RFA Questions and Clarifications

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via email to the Designated Contact:

Elijah Pratt, Contract Management Specialist 1
NYS Office of General Services
Financial Administration – Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, NY 12242
Phone: 518-486-3338
Email: elijah.pratt@ogs.ny.gov

All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFA. The final deadline for submission of any questions/clarifications regarding this RFA is listed in Section 1.3 – Key Events. Questions received after the deadline may not be answered. OGS will post an addendum at <https://ogs.ny.gov/procurement/bid-opportunities> with all questions and responses on or about the date listed in Section 1.3 – Key Events. Any additional addenda will be posted to the same location.

3.2 Application Format and Content

In order for the State to evaluate application fairly and completely, Applicants are strongly encouraged to follow the format set forth herein and should provide all of the information requested. All items requested in this submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may necessitate rejection of the application.

Applicants are encouraged to include all information that may be deemed pertinent to their application. Applicants may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Applicant's original application. If further clarification is needed during the evaluation period, OGS will contact the Applicant.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the Applicant is able to fulfill the requirements of the contract.

3.3 Applicant's Response

3.3.1 Cover Letter

The cover letter should confirm that the Applicant understands all the terms and conditions contained in this RFA and will comply with all the provisions of this RFA. Further, should the grant be awarded to your organization, you would be prepared to begin services on the date indicated in Section 1.3 – Key Events. The cover letter should also include the full contact information of the Applicant's Representative that OGS and/or New York State Department of Veteran Services shall contact regarding the application. An Applicant representative authorized to make contractual obligations must sign the cover letter.

3.3.2 Proof of Applicant Minimum Qualification

Applicants must submit sufficient information to prove their ability to meet the mandatory qualifications as set forth in Section 1.4.

3.3.3 Complete Application

Applicants must submit the following to be considered a complete application:

- RFA Attachment 1 – Workplan
- RFA Attachment 2 – Project Budget & Budget Narrative
- RFA Attachment 2A– Salary Expense Breakdown
- RFA Appendix B – Required Forms

***Note* RFA Attachment 3 – Application Submission Checklist is not required to be submitted with the application, but is strongly encouraged to be used when preparing your submission**

3.3.4 Work Plan (RFA Attachment 1)

Please see RFA Attachment 1 for all of the items that applicants will be required to answer as part of the Work Plan.

3.3.5 Project Budget & Budget Narrative (RFA Attachment 2)

- A. Applicants must submit their proposed budget and budget narrative using Attachment 2 marked "RFA Attachment 2 - Project Budget and Budget Narrative". The form must be completed in detail to fully represent how the grant funds will be spent. **Applicants must complete this for each of the three years of the proposed award.** The "Budget Narrative" section must be completed as well.
- B. RFA Attachment 2A marked "Salary Expense Breakdown" must also be submitted if salary expenses are being proposed on the budget. **Applicants must complete this for each of the three years of the proposed award.** The "Budget Narrative" section must be completed as well.

Important Note: The State of New York will not be held liable for any cost incurred by Applicants for work performed in the preparation and production of an application or for any work performed prior to the formal execution and approval of an awarded grant contract.

3.3.6 Administrative Application

- i. All required completed forms from RFA Appendix B – Required Forms.
- ii. Signed application addenda (if any)
- iii. Important Notes:
 - a. Insurance – Applicants are reminded of the insurance requirements as described in Appendix D. The selected Applicant will be required to provide all necessary documentation upon notification of selection.

- b. M/WBE & EEO Requirements- Applicants are reminded of the requirements as described in Appendix E.
- c. Vendor Responsibility - Applicants are reminded of the requirement as described in Section 6.10 and are requested to complete the online questionnaire located on the OSC VendRep System website prior to application submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last six months.
- d. Document Consistency - An award will only be made to the entity which has submitted application. All submitted documents must be consistent with official name of proposing entity, FEIN and NYS Vendor ID number.

3.4 Application Preparation

All applications must be completed in ink or machine produced. Applications submitted handwritten in pencil will be disqualified.

3.5 Packaging of RFA Response

The application (see Section 3.2 – Application Format and Content) should be separated and identified within the submission package as follows:

- A. RFA Attachment 1- Workplan – One original copy
- B. RFA Attachment 2 & 2A – Budget, Budget Narrative & Salary Expense Breakdown– One original copy
- C. RFA Appendix B – Required Forms - One original of all required completed forms and information as stated in Section 3.3.6 – Administrative Application.

Please provide one digital record (Thumb Drive) containing Technical, Administrative, and Cost applications. If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

Originals contain a unique wet signature for each of the signed and notarized pages. Exact copies can be photocopied and do not require a unique wet signature.

All application documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- A. Applicant's complete name and address
- B. Solicitation Number - 2939
- C. Application Due Date and Time: (as stated in Section 1.3 – Key Events)
- D. Application for DVS Veterans Law Clinic Grant Program

Failure to complete all information on the application envelope and / or packages may necessitate the premature opening of the application and may compromise confidentiality.

3.6 Instructions for Application Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar and NYS Contract Reporter.

Only those Applicants who furnish all required information and meet the mandatory requirements will be considered.

Submit all required application documents, to the NYS Office of General Services - Division of Financial Administration at the following address:

NYS Office of General Services
Financial Administration – Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, NY 12242
Attn: Elijah Pratt
Application #2939

E-MAIL APPLICATION SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Applicant for work performed in the preparation and production of a application or for any work performed prior to the formal execution and approval of a contract.

Applications must be received in the above office on or before 2:00 PM on the date indicated in Section 1.3 – Key Events. Applicants assume all risks for timely, properly submitted deliveries. Applicants mailing their application must allow sufficient mail delivery time to ensure receipt of their application at the specified location no later than the specified date and time.

The received time of applications will be determined by the clock at the above noted location.

Any application received at the designated location after the established time will be considered a Late Application. A Late Application may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Application may be accepted in the Commissioner’s sole discretion where (i) no timely applications meeting the requirements of the Solicitation are received, or (ii) the Applicant has demonstrated to the satisfaction of the Commissioner that the Late Application was caused solely by factors outside the control of the Applicant. However, in no event will the Commissioner be under any obligation to accept a Late Application.

The basis for any determination to accept a Late Application shall be documented in the procurement record.

Applications must remain open and valid for 90 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Applicant. An application shall continue to remain an effective offer, firm and irrevocable, subsequent to such 90-day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the application in writing by Applicant. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Applicant. This RFA remains the property of the State at all times, and all responses to this RFA, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Applications:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering applications. **Vendors are encouraged to pre-register by contacting the designated contact at Phone: 518-474-5981 at least 24 hours prior to arrival.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor’s

information into the building access system. Access will not be allowed until the system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver applications or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:

<https://empirestateplaza.ny.gov/parking>

4. Evaluation and Selection Process

4.1 Application Evaluation

The Application will be evaluated and scored based upon the criteria set forth in this Section. The Application will be evaluated for the best value to the State.

All applications that satisfy the minimum qualifications, as set forth in Section 1.4, will proceed to be reviewed by a panel of evaluators, which will be comprised of a team of New York State Department of Veteran Services employees. Each application will be reviewed by two individuals, with an additional evaluator in the event of a disparate score. A standard rating tool will be used by all evaluators to score each application. The maximum score will be 100 points. Each category (RFA Attachment 1 - Workplan and RFA Attachment 2 – Budget & Budget Narrative) within an application will be scored and those category scores will be totaled for a combined overall score.

New York State Department of Veteran Services reserves the right to check references as part of the evaluation process. It is the responsibility of the Applicant to ensure availability of the provided references. The inability to contact a given reference may be reflected in the scoring and/or may result in rejection of the Application.

Scores from each of the Applicants will be totaled on a scale of 1-100. **Applications from qualified Applicants that receive a score below 65 will not be considered for award.** The Applicant having the highest score will be ranked number one; the Applicant with the second highest total score will be ranked number two and so on.

4.1.1 Application Score Weighting

A. WORK PLAN (70%)

Each Workplan (RFA Attachment 1) will be evaluated pursuant to the responses submitted as to the extent to which it addresses the goals and requirements of the Application.

B. PROJECT BUDGET & BUDGET NARRATIVE (30%)

Project & Budget & Budget Narrative (RFA Attachment 2) and Salary Expense Breakdown (RFA Attachment 2A) will be evaluated. This evaluation will include an assessment of the reasonableness and cost-effectiveness of the proposed expenditures.

4.2 Final Score

The final evaluation score will be an average of the two evaluators' scores. The score will be determined by averaging the evaluator's overall scores for each application. In the event of a disparate score (defined as greater than a 20-point difference in the evaluator's scores of a single application) an additional evaluator may review the affected application(s) and the average of all the scores will determine the final evaluation score.

Awards will be made to those applications receiving the highest final overall scores 65 and above. Funds will be distributed until all available funds are exhausted or all successful applications are funded.

4.3 Notification of Award

After the evaluation, all Applicants will be notified of the name of the selected Applicant. The selected Applicant will be notified that their submitted application has been selected and that a contract will be forthcoming for execution. The original application, and any additions or deletions to the application become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this Solicitation shall not be made without prior approval from the Issuing Office.

5. Administrative Information

5.1 Issuing Office

This RFA is being released by the New York State Office of General Services, Division of Financial Administration, on behalf of the Department of Veteran Services

5.2 Method of Award

Up to \$750,000.00 in grants will be used to provide services throughout New York State. These awards shall be based on the criteria stated in Section 4.1 - Application Evaluation.

The intent is to award five separate law schools a \$50,000 grant for each of the three years of the contract, totaling \$150,000.00. Years two and three are contingent on annual funding.

Shall there be remaining funds after making awards, New York State Department of Veteran Services reserves the right to distribute non-awarded funds among all successful Applicants.

If this option is exercised, OGS will reach out to the successful Applicants with instructions on what will be required to claim the additional funding.

Upon determination of each Applicant, a Grant Contract Agreement, a sample of which is attached to the RFA as Appendix C - Sample Master Grant Contract, will be completed with the successful Applicant's information and appended to this RFA and the successful Applicant's response to form the contract between the parties. This contract will be forwarded to the successful Applicants for execution and returned to the Issuing Office to be processed for all necessary signatures and State approvals. Upon final approval, a fully executed copy will be forwarded to the Grant Recipients.

5.3 Term of Contract

The contracts resulting from this Solicitation shall commence on June 1st, 2025, and terminate on May 31st, 2028.

5.4 Distribution of Grant Funds

Upon request by the awarded Applicant, a one-time 25% advance payment may be made at the start of the contract term. The advance will be paid back from subsequent reimbursement claims for payment until the full advance has been fully recuperated.

Funds will be paid on a reimbursement basis & claims must be submitted quarterly. Awarded applicants will be required to submit a claim for payment voucher, along with applicable supporting documentation to DVS.

This claim for payment voucher must contain the Contract ID number (e.g.: DVA01-C00XXXX-1390000). DVS will receive and review the vouchers. The Business Service Center (BSC) will process the payment in the Statewide Financial System (SFS). Each voucher or claim for reimbursement will include record of payment to personnel for grant services provided and the percentage said claim represents of the total wage or salary paid to personnel for grant services; receipts for any equipment and description of how the equipment was used to provide grant services; breakdown of personnel expenditures for grants service according to the categories listed in the Work Plan.

All claim for payment vouchers and supporting documentation must be sent to:

Jonathan.Fishbein@veterans.ny.gov

Benjamin.Pomerance@veterans.ny.gov

5.5 Electronic Payments

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the Contractor 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 Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Information is available at the following website: <http://www.sfs.ny.gov/index.php/vendors>, by e-mail at Helpdesk@sfs.ny.gov, or by phone at 518-457-7717. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

5.6 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

5.7 Conflict of Interest

Any Applicant offering to provide services pursuant to this RFA, as a Grant Recipient or subcontractor, shall attest that its performance of the services outlined in this RFA does not and will not create a conflict of interest with nor cause the Applicant to breach any other contract currently in force with the State of New York.

Furthermore, Applicants shall attest that they will not act in any manner that is detrimental to any State project on which the Applicant is rendering services. Specifically, Applicants shall submit with their Application a letter, signed by an officer authorized to bind the company, attesting that:

- The fulfillment of obligations by the Applicant, as proposed in the response, does not or will not create any conflict of interest, or perception thereof, with any current role or responsibility the Applicant has with regard to any existing contracts or agreements between the Applicant and the State.
- The fulfillment of any other contractual obligations that the Applicant has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFA.

5.8 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any solicitation requirement. The term “solicitation requirement” as used herein shall include any and all terms and conditions included in the solicitation documents. Applicants should be aware that failure to obtain a waiver of any Application requirement in advance of application submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with application submission, may result in rejection of Applicant’s Submission Response and disqualification from the application process.

Applicants wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the ‘Questions Due Date’ as identified in Section 1.3 - Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the ‘Answers to Questions’ as identified in Key Events section (if the response results in a change to the solicitation), or directly to the requesting Applicant.

5.9 Dispute Resolution

It is the policy of the Office of General Services’ Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to Application solicitations, contract awards, and contract administration. OGS Financial Administration encourages vendors to seek resolution of disputes informally, through consultation with OGS Financial Administration staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial, and timely consideration. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in the solicitation.

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

5.10 Examination of Contract Documents

- A. Each Applicant is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
- B. Each Applicant shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Applicant to fulfill every detail of all the requirements of the documents governing the work. The

Applicant, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Applicant might have fully informed itself prior to applying.

- C. Any Applicant in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Elijah Pratt, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 Email: elijah.pratt@ogs.ny.gov a written request for an interpretation thereof. If a major change is involved to which all Applicants must be informed, such request for interpretation shall be delivered, in writing, no later than the question due date listed in Section 1.3 - Key Events. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be attached to this solicitation posted on the OGS Procurement Services Bid Calendar.
- D. Any addendum issued prior to the Application due date must be acknowledged by signature, dated, and be submitted as part of the administrative portion of the Application. In awarding a contract, any addenda will become a part thereof.
- E. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents, pre-application conference, or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Applicants shall become a part of the contract.

5.11 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, a singular word shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this RFA, refer to this RFA.

5.12 Protest Procedures

Applicants who receive a notice of non-award may protest the award decision by filing a protest with OGS. All protests must be filed within 10 business days of receipt of a debriefing, or 10 business days of receipt of the notice of non-award, whichever is later. The protest letter must be submitted to the designated contacts outlined in this solicitation. Include the title of this solicitation in your correspondence. OGS will review and consider the merits of the protest and will decide whether the protest is approved or denied. The Applicant will be provided with written notification of the review decision within seven business days of receipt of the protest. The original protest and decision will be filed with the Office of the State Comptroller (OSC) when the contract procurement record is submitted for approval and OGS will advise OSC that a protest was filed.

5.13 Debriefings

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Applicants may request a debriefing regarding the reasons that the application submitted by the Applicant was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the application submitted by the Applicant was not selected for award. Requests should be submitted in writing to a designated contact(s) identified in the Solicitation.

5.14 Procurement Rights

The State of New York reserves the right to:

- A. Reject any and all applications received in response to this Solicitation.
- B. Disqualify an Applicant from receiving the award if the Applicant, or anyone in the Applicant's employ, has previously failed to perform satisfactorily in connection with public proposing or contracts.
- C. Correct Applicant's mathematical errors and waive or modify other minor irregularities in applications received, after prior notification to the Applicant.
- D. Adjust any Applicant's expected costs of the application price based on a determination of the evaluation committee that the selection of the said Applicant will cause the State to incur additional costs.
- E. Utilize any and all ideas submitted in the applications received.
- F. Negotiate with Applicants responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
- G. Begin contract negotiations with another proposing Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
- H. Waive any non-material requirement not met by all Applicants.
- I. Not make an award from this Solicitation.
- J. Make an award under this Solicitation in whole or in part.
- K. Make multiple contract awards pursuant to the Solicitation.
- L. Have any service completed via separate competitive application or other means, as determined to be in the best interest of the State.
- M. Seek clarifications of applications.
- N. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA.
- O. Prior to the application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- P. Waive any requirements that are not material.
- Q. If two or more applications are found to be substantially equivalent, the Co-Executives of BOE, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

Please Note: The State is not liable for any cost incurred by an applicant in the preparation and production of an application or for any work performed prior to the issuance of a contract.

6. Contract Clauses and Requirements

6.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated June 2023, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. Appendix A is a separate document to this RFA and shall be retained for reference by the Applicant.

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A – June 2023
2. The Master Grant Contract
3. RFA #2939 (This Document)
4. Selected Applicant's Submission

6.2 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived said right. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

6.3 Procurement Lobbying Requirement

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/applications through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page and in Section 1.2. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>

6.4 Tax and Finance Clause

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification

is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its Subcontractors are required to register to collect state sales and compensating use tax, and contractors must certify to DTF that each affiliate and Subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this RFA. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its Subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the application and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with application submission). Failure to make either of these filings may render an Applicant non-responsive and non-responsible. Applicants shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698--2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <https://www.tax.ny.gov>

6.5 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each application will be held in confidence and details of any application will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law (FOIL) provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's application contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. This can be accomplished by completion of the applicable question on the Contractor Information page in RFA Appendix B hereto. Requests for exemption of the entire contents of a application from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

6.6 General Requirements

- A. The Applicant agrees to adhere to all State and Federal laws and regulations in connection with the contract.

- B. The Applicant agrees to notify DVS of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change.
- C. The Applicant agrees that in any contract resulting from this RFA it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- D. The Applicant agrees that any contract resulting from this RFA may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of DVS.
- E. For reasons of safety and public policy, in any contract resulting from this RFA, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- F. For purposes of any contract resulting from this RFA, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- G. DVS interpretation of specifications shall be final and binding upon the Contractor.
- H. The Commissioner of DVS will make no allowance or concession to the Applicant for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- I. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Applicant has based its application on the more expensive option. Final decision will rest with DVS.
- J. INSPECTION – For purposes of any contract resulting from this RFA the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, DVS may terminate the contract and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- K. STOP WORK ORDER – DVS reserves the right to stop the work covered by this RFA and any contract(s) resulting there from at any time that it is deemed the Contractor is unable or incapable of performing the work to the State’s satisfaction. In the event of such stopping, DVS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the application, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that DVS issues a stop work order for the work as provided herein, the Contractor shall have ten working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by DVS, then the stop work order shall be effective immediately.
- L. DVS reserves the right to reject and bar from the facility any employee hired by the Contractor.

6.7 Extent of Services

DVS reserves the right to re-negotiate at its discretion, to reduce the number of services provided under any contract resulting from this Solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

6.8 Termination

A. Termination

The DVS may, upon thirty 30 days' notice, terminate any contract resulting from this Solicitation in the event of the awarded Applicant's failure to comply with any of the applicant's requirements unless the awarded Applicant obtained a waiver of the requirement.

In addition, DVS may also terminate any contract resulting from this Solicitation upon ten days' written notice if the Contractor makes any arrangement for assignment for the benefit of creditors.

Furthermore, DVS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this Solicitation, or any unit portion thereof, with or without cause, by giving 30 days' written notice of termination to the Contractor.

B. Procurement Lobbying Termination

The DVS reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the DVS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

C. Effect of Termination

Any termination by DVS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the DVS, its agents, and employees therefore for lost profits or any other damages.

6.9 NYS Vendor Responsibility Questionnaire

OGS conducts a review of prospective contractors ("Applicants") to provide reasonable assurances that the Applicant is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess an Applicant's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting an application, Applicant agrees to fully and accurately complete the Questionnaire. The Applicant acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Applicant is responsible, and that the State will be relying upon the Applicant's responses to the Questionnaire when making its responsibility determination.

OGS recommends each Applicant file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, <https://www.osc.state.ny.us/vendrep/index.htm> or to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Applicants opting to complete the paper

questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm .

In order to assist the State in determining the responsibility of the Applicant prior to Contract Award, the Applicant must complete and certify (or recertify) the Questionnaire no more than six months prior to the application due date. An Applicant's Questionnaire cannot be viewed by OGS until the Applicant has certified the Questionnaire. It is recommended that all Applicants become familiar with all of the requirements of the Questionnaire in advance of the application opening to provide sufficient time to complete the Questionnaire.

The Applicant agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS 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.

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

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

6.10 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Applicant (s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If the Applicant is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this Solicitation.

If the Applicant is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The Office of General Services will initiate the vendor registration process

for all Applicants recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: www.osc.state.ny.us/vendors/index.htm. Form to be completed: www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf.

6.11 Ethics Compliance

All Applicants/Contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing any contract resulting from this RFA, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

6.12 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, Subcontractors or agents, of any contract resulting from this Solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this Solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, Subcontractors or employees, or the failure by the Contractor, its officers, agents, Subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this Solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

6.13 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this Solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

6.14 Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of the economic activity and leadership such businesses offer, Contractors are strongly encouraged and expected to consider New York

State businesses in the fulfillment of the requirements of this agreement. Such partnering may be as Subcontractors, suppliers, protégés or other supporting roles.

Applicants need to be aware that OGS strongly encourages Applicants, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Applicants are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects Applicants to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

6.15 Sexual Harassment Prevention

Pursuant to N.Y. State Finance Law § 139-l, every application made on or after January 1, 2019 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, and where otherwise required by such public department or agency, shall contain a certification that the applicant 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 N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-l, any application by a corporate applicant containing the certification required above shall be deemed to have been authorized by the board of directors of such applicant, and such authorization shall be deemed to include the signing and submission of such application and the inclusion therein of such statement as the act and deed of the applicant.

If the Applicant cannot make the required certification, such Applicant shall so state and shall furnish with the application a signed statement that sets forth in detail the reasons that the Applicant cannot make the certification. After review and consideration of such statement, OGS

may reject the application or may decide that there are sufficient reasons to accept the application without such certification.

The certification required above can be found on Appendix B – NYS Required Certifications, which Applicant must submit with its application.

6.16 Participation Opportunities For New York State Certified Service-Disabled Veteran-Owned Businesses

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of the economic activity such businesses offer, Applicants/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as Subcontractors, service providers, and suppliers to Contractor. Nevertheless, Applicant/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Applicant/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

RFA APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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, citizenship or immigration status, 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. 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 (2 NYCRR § 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 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 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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 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 §§ 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/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.

Solicitation 2939
RFA Appendix B – Required Forms

Required Forms – Table of Contents

The following required forms are to be submitted with the applicant's submission, unless otherwise noted. The forms include:

- Contractor Information Page
- Corporate Acknowledgement (must be notarized)
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)
- Offerer Disclosure of Prior Non-Responsibility Determinations
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- NYS Required Certifications
 - Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles
 - Non-Collusive Bidding Certification
 - Diesel Emission Reduction Act
 - Executive Order No 177 Certification
 - State Finance Law § 139-l Certification
 - Small Business Certifications
- EEO 100- Equal Employment Opportunity Staffing Plan (due at the time of award)
- MWBE 100- MWBE Utilization Plan (due at the time of award)
- Contract Consultant Forms A and B

Contractor Information

Solicitation Number **2939**

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

Authorized Signature		Date	
Print Name		Title	
Company Name			
Federal ID Number		NYS Vendor ID Number	
Address			
City		State	Zip
Telephone Number		Ext	Toll Free Telephone
Fax Number		Toll Free Fax Number	
Email or Designated Contact			

Please identify if any of the following apply:

New York State Small Business as defined in Executive Law Section 310(20) and as detailed in the "New York State Required Certifications" included in Appendix B herein.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
New York State Certified Minority Owned Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
New York State Certified Woman Owned Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
New York State Certified Service-Disabled Veteran-Owned Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will New York State Businesses be used in the performance of this contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, identify New York State Business(es) that will be used; (Attach identifying information).		
Does your proposal meet all the requirements of this solicitation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p>Is your firm making a claim that any portions of its bid should be exempt from release under the Freedom of Information Law, as they constitute trade secrets, or information the disclosure of which would cause a substantial injury to your firm's competitive position? (Please review the clause entitled "Freedom of Information Law / Trade Secrets" of this Solicitation before answering).</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>If "Yes", please identify the specific portions of your bid for which you are claiming this exemption, and the reasons for such claimed exemption. Attach additional sheets, if necessary</p>		

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 20__, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract			
Address			
City	State	Zip	
			2939
Person Submitting this Form	Title	Date	Contract Procurement Number

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
<i>If yes, please answer questions 2-4 before proceeding to question 5. If no, please go to question 5.</i>		
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j	<input type="checkbox"/> No	<input type="checkbox"/> Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.		
Governmental Entity		Date of Finding of Non-responsibility
Basis of Finding of Non-Responsibility (Add additional pages as necessary)		
5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
6. If yes, please provide details below.		
Governmental Entity		Date of Termination or Withholding of Contract
Basis of Termination or Withholding (Add additional pages as necessary)		

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Offerer's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:			
<i>I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.</i>			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

NYS REQUIRED CERTIFICATIONS

Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

1. have business operations in Northern Ireland No Yes , and if yes:
2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.
 No Yes

Non-Collusive Bidding Certification

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other 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 his or her 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.

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance Law § 139-d(1)(b).

Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations

set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

Executive Order No. 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not 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 status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

State Finance Law § 139-I 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 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.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

Small Business Certifications

State Finance Law § 163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business Status in Evaluation for Best Value Contracts)

For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:

IS NOT a Small Business as defined in New York State Executive Law § 310(20).

IS a Small Business as defined in New York State Executive Law § 310(20).

"Small Business" is defined under New York State Executive Law § 310(20) as a business that:

- A. has a significant business presence in New York demonstrated through one of the following:
 - 1. pays taxes in New York State, or
 - 2. purchases New York State products or materials, or
 - 3. has any payroll in New York State
- B. is independently owned and operated;
- C. is not dominant in its field; and,
- D. employs less than 300 persons.

State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)

For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

IS NOT a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

IS a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

"Small Business Concern" or "Small Business" is defined under New York State Finance Law § 160(8) as a business that:

- A. is resident in New York State;
- B. is independently owned and operated;
- C. is not dominant in its field; and
- D. employs 100 or less persons.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certifications document and that all information provided is complete, true and accurate.

Authorized Signature		Date	
Print Name		Title	
Company Name			
D/B/A – Doing Business As (if applicable)			
Address			
City	State	Zip	



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. **All Offerors** must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor’s total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor’s total work force, the Offeror shall complete this form for the contractor’s total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of OGS.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors’ total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading “Work force by Gender.”
6. Break down the total work force by race/ethnic background and enter under the heading “Work force by Race/Ethnic Identification.” Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.



SUBMIT WITH BID OR PROPOSAL or within a reasonable time thereafter as requested by OGS, but prior to Contract Award.

Solicitation No.: <input style="width:100%; height: 20px;" type="text" value="2939"/>	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force
Contractor/Subcontractor's Name:		
Contractor/Subcontractor's Address:		
FEIN:		

Enter the total number of employees for each classification:

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		American Indian or Alaskan Native (M) (F)		Veteran (M) (F)			
Executive/Senior level Officials & Managers																	
First/Mid-level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		



Office of
General Services

Office of Minority and Women-Owned
Business Enterprises

Commodities and Services

Submit Completed Plan with your bid To:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242

Instructions for Submitting the MWBE Utilization Plan for Commodities and Services (Form MWBE 100)

Where required in the Solicitation and/or Contract, submit the completed Plan with your bid package on the stated date and time to:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Phone: 518-474-5981

Failure to submit the Plan or obtain a waiver could result in non-award of the Contract.

- **The Plan must contain a detailed description of the supplies and/or services to be provided by each MWBE subcontractor/supplier.**
 - **Complete all items on the form with the exception of the sections marked “For OGS MWBE Use Only.”**
 - **List New York State certified MBE/WBE firms only.** Only MBE/WBE firms certified by Empire State Development’s Division of Minority and Women’s Business Development can be used to meet MWBE Goals. Non-certified firms, or firms that are pending certification, cannot be used toward goal attainment until they are NYS certified.
 - **All listed subcontractors/suppliers will be contacted and verified by OGS.**
 - Bidders/Contractors may attach additional sheets if necessary.
2. To identify New York State certified MWBEs, access Empire State Development’s MWBE directory at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp> For additional information regarding this directory, please call The Empire State Development Corporation at (212) 803-2414 (Downstate) or (518) 292-5250 (Upstate). Additionally, you may contact the OGS MWBE office designated contacts at (518) 486-9284 which will, upon request, provide you with a listing of certified MBE/WBE firms.
 3. Pursuant to 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Actions that do not constitute good faith efforts by Contractors to solicit NYS Certified MWBEs to participate in the Contract include, but are not limited to, the following:
 - (1) Self-performance of tasks on a project.
 - (2) Not engaging an MWBE because it did not submit the lowest quote for work or materials.
 4. OGS will review the submitted Plan and advise Bidder/Contractor of OGS’s acceptance or deficiency within twenty (20) days of its receipt. Bidder/Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify Bidder/Contractor and direct Bidder/Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal. The approved Plan will be posted on the OGS website within ten (10) days of Contract Award. Any changes to the Plan must be approved by OGS.



MWBE UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation # 2939

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Minority and Women-owned Business Enterprises (MWBE) under the contract.

BIDDER/CONTRACTOR INFORMATION
MWBE Goals In Contract
Bidder/Contractor Name: NYS Vendor ID:
Bidder/Contractor Address (Street, City, State and Zip Code):
Bidder/Contractor Telephone Number: Contract Work Location/Region:
Contract Description/Title:

CONTRACTOR INFORMATION
Prepared by (Signature): Name and Title of Preparer: Telephone Number: Date:
Email Address:

IF UNABLE TO MEET THE MBE AND WBE GOALS SET FORTH IN THE SOLICITATION/CONTRACT BIDDER/CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER (FORM BDC 333)

MWBE Subcontractor/Supplier Name: MWBE Certification: MBE WBE (If firm is dual certified please select one only)
Please identify the person you contacted: Federal Identification No.: Telephone No.:
Address: Email Address:
Detailed Description of work to be provided by subcontractor/supplier:
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%

MWBE Subcontractor/Supplier Name: MWBE Certification: MBE WBE (If firm is dual certified please select one only)
Please identify the person you contacted: Federal Identification No.: Telephone No.:
Address: Email Address:
Detailed Description of work to be provided by subcontractor/supplier:
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%

FOR OGS MWBE USE ONLY

OGS MWBE Authorized Signature: Accepted Accepted as Noted Notice of Deficiency
NAME (Please Print): MBE %/\$ WBE %/\$ Date Received: Date Processed:
Comments:

NYS CERTIFIED MWBE SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp?TN=ny&XID=2528
Note: All listed Subcontractors/Suppliers will be contacted and verified by OGS.

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # 2939
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MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

RFA APPENDIX C – SAMPLE MASTER GRANT CONTRACT

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 6/1/2025 To: 5/31/2028</p> <p>AMENDED TERM:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i></p> <p>CURRENT: \$ 100,000.00 150,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Appendix A

Attachment A: A-1 Agency Specific Terms and Conditions
 A-2 Program Specific Terms and Conditions
 A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-4 Net Deficit Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)
 B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan
Attachment D: Payment and Reporting
Other:

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

CONTRACTOR:

STATE AGENCY:

Office of General Services
~~Office of Cannabis Management~~

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or 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 operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work 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 and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2:Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the 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 Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. 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 Attachment C (Work Plan) 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.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification 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 proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. 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.

F. 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 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.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. 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.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, 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.

I. 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 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 the State of New York, the State Agency, or any county, or other local government entity.

J. 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.

K. 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 and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) 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-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. 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:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. 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, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event 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 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. Notification to the 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 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.

II. TERMINATION AND SUSPENSION

A. 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 any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it 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 or entity 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. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby 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: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. 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) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

4. 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 formal written notice outlining the specific details 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. ADDITIONAL 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, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). 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. For the purposes of the Contract, "Property" is defined as 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. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- 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. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) 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.
- c) 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 the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) 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 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.
- e) 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 Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- 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 Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

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) 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.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

may not be released without prior written approval from the State. For the purposes of this Agreement, “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.

2. Any Publicity, 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 written 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 State and 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 efforts 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) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; 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 acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. 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.

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

J. 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.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

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 any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. 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.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

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.

SAMPLE

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

SAMPLE

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

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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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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, citizenship or immigration status, 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. 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 (2 NYCRR § 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 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 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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 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 §§ 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/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.

APPENDIX A-1 AGENCY-SPECIFIC CLAUSES

1. Grantee agrees its web sites will include notice that Veterans Benefits Counseling is provided at no cost by the New York State Division of Veterans' Affairs. Other advertising, press releases, and similar referencing Veterans Benefits Counseling will note services are provided at no cost by the State Division of Veterans' Affairs. Grantee's materials will utilize the Division of Veterans' Affairs slogan and intangible property appropriately, and remove references to the New York State Division of Veterans' Affairs when requested by DVA. Grantee agrees to provide DVA with any new materials mentioning DVA at least two business days before publication to allow DVA to comment and approve or disapprove the materials. Grantee agrees not to use materials objected to by DVA and to remove objected to materials within two business days of notice of DVA's request for removal.
2. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.
3. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DVA shall become the property of DVA, entitling DVA to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
 - A. If DVA shares its right to copyright such work with the Grantee, DVA reserves a royalty-free, non-exclusive, 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, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.
 - B. If the grant support provided by DVA 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, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.
 - C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DVA. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DVA:

This project was supported by a grant administered by the New York State Division of Veterans' Affairs. 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 Veterans' Affairs.

4. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the DVA Director or 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.

ATTACHMENT B-1
EXPENDITURE BASED BUDGET

SAMPLE

ATTACHMENT 2

PROJECT BUDGET SUMMARY

Organization Name: New York Law School

Project Income Sources

List the kinds and amounts of income for this project.

	This Grant	Other Funding Sources
Government Grants	\$50,000	
Foundation & Corporate Grants		
Contributions From Private Donors		
Earned Income		
Interest Income		
In-Kind Support		\$31,700
Other Income		
TOTAL INCOME	\$50,000	\$31,700

Project Expenses

	This Grant	Other Funding Sources
Personnel	\$43,000	\$22,500
Supplies		
Travel		\$500
Copying/Reprographics		\$1,000
Mail		\$600
Subscriptions		\$500

Tech Support		\$500
Overhead @20% PS	\$7,000	\$6,100
TOTAL EXPENSES	\$50,000	\$31,700
EXCESS OF REVENUE (if any)		

Additional Information

Please attach documentation thoroughly describing all estimated itemized expenses for this proposed initiative (see Attachment 2 – Project Budget Summary). This documentation must include the following:

- a. A listing of any private sector partners whom you will engage in this initiative and the financial contribution of each partner

NYLS: NYLS will engage with the following private nonprofit organizations: Volunteers of Legal Service (VOLS), Legal Services NY, the Veteran Business Leadership Association, and Bunker Labs.

- b. A listing of the exact dollar amount of any grants, fellowships, stipends, or other sources of funding that you have already received for this initiative

NYLS: None.

- c. Your rationale for determining that the costs discussed in your proposal are reasonable and cost-effective for the initiative that you hope to accomplish

NYLS: Our rationale is that our personnel services costs are based on current NYLS salaries for the positions described herein, which are comparable in the market. For administrative costs, the budgeted numbers are based on prior experience.

- d. Your contingency plan to sustain the work of this project if you later learn that your original budget estimates were inaccurate

NYLS: If original budget estimates are inaccurate, NYLS will use in-kind resources or make requests for additional charitable gifts from its existing donor base.

- e. If you plan to apply for other sources of funding for this proposed initiative, please list each source of funding that you intend to seek and the amount of money that you will seek from each of these sources.

NYLS: None

NYLS Proposed Budget – Veterans Justice

Personnel Costs (PS)

Title	Rate	Number of Staff	Total
Veterans Justice Clinic Supervising Attorneys – Adjunct Professors - 4 credits (Partner Clinic)	\$2,000 per credit hour, \$8,000 per year	2	\$16,000
Small Business and Nonprofit Clinic Supervising Attorney – Adjunct Professor and Senior Fellow – 8 credits Senior Fellow – (In-House Clinic)	\$2,000 per credit hour, \$16,000 per year + \$4,000 senior fellow status.	1	\$20,000
Coordinator Clinical and Experiential Learning	\$70,000 Annually, prorated at 10%.	1	\$7,000
Clinical Professor, Overall Supervision	15% of Time @ \$22,500 per year NYLS In-Kind Contribution	1	\$22,500

Administrative Services (OTPS)(All In-Kind NYLS)

NYS Costs	Amount	
Travel	\$500	
Copying/Reprographics	\$1,000	
Mail	\$600	
Specialty Subscriptions (Publications, Computer Programs)	\$500	
Tech Support	\$500	
		\$3,100

Overhead at 20% of PS

20% of Total PS (including NYLS In-Kind)	\$65,500	\$13,100
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Total

Total Program Cost		\$81,700
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Total Budget

NYS Grant Funded	\$50,000	
NYLS In-Kind	\$31,700	

ATTACHMENT C

WORK PLAN

SAMPLE

ATTACHMENT 1 – QUESTIONNAIRE

Name and Address of Law School:	New York Law School 185 West Broadway New York, NY 10013
Name of Designated Point of Contact:	Professor Kim Hawkins Dean for Clinical and Experiential Learning
Telephone Number of Designated Point of Contact:	(212) 324-7910
E-mail Address of Designated Point of Contact:	Kim.hawkins@nyls.edu

Please provide responses to the following (use additional sheets, as necessary):

1. **Please describe your law school's prior involvement with helping Veterans and/or Servicemembers meet their unmet legal needs.**

A. NYLS's Commitment to Law Student Veterans and the Veterans Community

New York Law School was founded more than 130 years ago. Since then, we have proudly welcomed hundreds of military veterans – men and women alike -- from diverse racial and ethnic backgrounds -- who have come through our doors after finishing their service (or in some cases continuing to serve in the Armed Forces reserves). Military veterans have been part of the bedrock of our student body, and NYLS has been proud of its students' commitment to serve when called upon. In fact, so that they could serve our nation, NYLS closed for one year during World War I, and after the draft was instituted for World War II, the Law School closed in 1941 for the duration of the War.

From our Board Chair, an Army veteran who graduated from NYLS in 1959, to full-time faculty and staff members, NYLS's welcoming culture has been shaped and benefited by the presence and contributions of veterans. Today, the Law School has at least a dozen veterans in the entering class, and the Law School is constantly identifying new ways to empower and help these students graduate successfully and have impactful careers.

Our curriculum and programs are designed to accommodate their needs, acknowledge their contributions, and support their success. Veterans have always stood out at NYLS, with their training, work ethic, and unique experiences enabling them to take full advantage of their

education and to become some of the most successful students to ever graduate from the law school. To ensure this remains the case, our Institutional Diversity, Equity, and Inclusion plan provides for the robust recruitment and support of veterans. We actively encourage veterans to apply to law school, and take a special interest in their education and academic success once they enroll.

The Law School is proud to be a participant in the U.S. Department of Veterans Affairs' Yellow Ribbon Program, which makes tuition much more affordable for veterans advancing their education. Student veterans are supported by our campus chapter of the Student Veterans of America, as well as our First-Generation Professionals group, and other affinity groups including the Black Law Students Association, Latin American Law Students Association, Asian American Law Students Association, and the OUTLAWs (LGBTQ+ Student Association), among others. NYLS promotes veterans as superheroes and, in the Law School's Hall of Superheroes, there is an expansive exhibit dedicated expressly to the inspiring story the Tuskegee Airmen, including Airmen and children of Airmen who graduated from NYLS.

Indeed, it is both our privilege and obligation to ensure the Law School does its part in serving all veterans in need, and delivering to the profession passionate and well-prepared lawyers who are committed to veterans' justice. This commitment plays an important role in meeting the unmet legal needs of veterans; lawyers with service backgrounds are best equipped to contribute their legal talents to helping vulnerable veterans in need of legal assistance, either by dedicating their careers to such work, or by participating in pro bono legal projects in law firms. It has been our experience that law students who are veterans are drawn to the Veteran's Justice Clinic.

B. Veterans Justice Clinic

In 2014, New York Governor Andrew Cuomo asked New York Law School to co-direct a consortium of New York's law schools to develop new programs to assist veteran populations through clinical resources and partnerships with public interest law organizations. Pursuant to that call, NYLS created its highly impactful Veterans Justice Clinic. Since 2015, the Veterans Justice Clinic ("Clinic") has provided students with an important opportunity to offer legal assistance to low-income veterans in New York City, while gaining a range of legal skills under the supervision of experienced attorneys at Legal Services NYC, VOLS (Volunteers of Legal Service), the Veteran's Advocacy Project, and New York Legal Assistance Group (NYLAG). These experienced practitioners are members of NYLS's adjunct faculty.

The Clinic focuses on poverty law, including but not limited to housing, family, access to public benefits, wills and other advanced directives, and civil rights. Veteran-specific legal issues include issues around discharge status and upgrades; service-connected disability benefits; VA pensions and other VA benefits; veterans preferences under state and local laws; veterans housing programs; and the veterans homelessness crisis. In addition, students spend the equivalent of two days per week (for two additional credits) at Legal Services NYC working on veterans cases.

Since the Clinic's creation, more than 100 clients have received life-altering legal help from approximately 25 law students who have gained valuable hands-on experience representing these deserving veterans and servicemembers in a full range of civil legal matters. Many of these students are veterans themselves. Our students have saved disabled veterans from eviction, secured long-term tenancies for veterans suffering from PTSD (and preventing homelessness), obtained vital public assistance benefits, including Social Security Administration benefits and VA benefits, drafted advance directives, and secured legal immigration status for veterans.

The Clinic students also have engaged in public comment and legislative advocacy on behalf of veterans. They helped draft testimony before the New York City Council in support of Int. 1259-2016, which made past and present military service a protected class under the New York City Human Rights Law; in addition, they drafted a public comment to the U.S. Department of Veterans Affairs (VA) urging greater protection of veterans' benefits. Students submitted the comment on behalf of Volunteers of Legal Service's Veterans Initiative and addressed proposed regulations by the VA to change the definition and scope of "aggravation" of a pre-existing health condition. This change would make it harder for veterans with pre-service health conditions that were aggravated during service to obtain service-connected disability benefits.

During the pandemic, in addition to other remote advocacy on behalf of veterans, NYLS law students helped to draft Last Wills and Testaments and Advance Directives for 10 veteran clients and facilitated virtual execution ceremonies for 8 of these clients.

Representative Client stories

To illustrate the nature of the vital work done by NYLS students to meet the legal needs of New York City's most vulnerable veterans, here are two stories:

(Names have been changed to protect privacy.)

"Mr. B," a 96-year-old ordained minister, World War II veteran, and Pearl Harbor survivor, made headlines several years ago, when it was found that he was living in a rusty trailer with no toilet in a junkyard in Brooklyn. Despite his service, Mr. B had suffered many indignities. As an African American veteran, he was not given the same recognition as many of his White counterparts and had fallen into poverty and homelessness. A non-profit housing provider whose mission it is to serve African American veterans placed Mr. B in his own apartment. The non-profit organization never entered into a lease with Mr. B, either written or verbal, and Mr. B was under the impression that he was being placed in the apartment free of charge as part of the organization's mission. Mr. B was shocked when he was served with court papers alleging that he was nearly two years in rent arrears and was facing eviction for nonpayment of rent. A Veteran's Justice Clinic student assisted in drafting the motion seeking dismissal of this proceeding to prevent this eviction.

“Mr. P,” a Korean War vet with multiple physical and mental health issues, had been accused of “hoarding” by his co-op board, and a default judgment was entered against him because he had failed to appear in the eviction proceeding brought against him. The reason Mr. P did not appear was that he was hospitalized at the time. New York City’s Adult Protective Services (APS) referred the case to the Veterans Justice Project two days before the scheduled eviction. As a result of advocacy on the part of law students in the clinic, including drafting a motion to reverse the default and conducting extensive research into APS’s responsibilities to veterans, APS stepped in and performed a heavy-duty cleaning of Mr. P’s apartment. The results satisfied both the landlord and the court, and the case was resolved, saving Mr. P from homelessness.

2. Please describe your law school’s overall commitment to experiential legal education, including clinical programs, pro bono projects, field placements, practicums, school-facilitated internship and externship opportunities, and other initiatives aimed at allowing students to experience the practice of law first-hand.

Using New York City as the ultimate lawyering laboratory for our students is fundamental to our identity as *New York’s law school*. We have found over the years that the more our students are required to learn by doing, the more they thrive in their development as lawyers. We are proud to provide our students with a wide array of experiential learning opportunities. Because New York State requires applicants for admission to the bar to complete 50-hours of pro bono service before admission, most of our students meet this requirement through our clinical and experiential learning programs.

Since 2012, we have worked hard to significantly expand our clinical and experiential learning opportunities. In 2012, we offered seven clinical courses. Now under the leadership of the Law School’s inaugural Dean for Clinical and Experiential Learning, a member of the Dean’s senior management team, students can choose from 19 such courses serving actual clients. This number includes our in-house clinics and our field placements, including a newly re-formatted Civil Rights and Disability Justice Clinic, which will be offered again starting in the Fall 2021 term. Our in-house clinics give students the opportunity to represent clients in a wide range of subject matter areas, including criminal defense, patent proceedings, post-conviction innocence proceedings, immigration matters, and more, under the close supervision of a Faculty member. In addition, we offer courses which expose students to the real world of practice with outside organizations, by providing them the opportunity to link their law school learning with supervision by lawyers in the field who are appointed as Adjunct Faculty, including our Veterans Justice Clinic.

Our Externship Program provides students with a wide array of opportunities to learn from practice—integrating doctrine, theory, skills, and legal ethics as part of a hands-on practice-based learning experience. Over the last several years, the Externship Program has grown significantly, providing many more students with exciting applied learning opportunities.

Besides serving an important role in our academic program, the program also provides valuable post-graduate employment pathways for many of our students.

This expansion in experiential learning was propelled by a \$5 million gift we received in 2015 to establish The Joe Plumeri Center for Social Justice and Economic Opportunity. Funded with what we believe to be the largest gift for experiential learning in the history of American legal education, the Plumeri Center is the Law School's law firm, and is home to our in-house clinics. The Plumeri Center provides our students with highly professional physical space necessary to properly serve clients: it is beautifully appointed, respectful of our clients and their sensitive legal matters, and inspirational for the student lawyers. There is ample clinic office space for collaboration and the secure storage of client files, and eight "flex rooms" with recording capabilities, which can be used for simulations and for client interviews. There is a moot court room, a jury deliberation room, and a Hall of Judges with portraits and rosters of NYLS graduates who have served on the bench since the School's founding. The Plumeri Center can be accessed through an entrance on Worth Street that is separate from our West Broadway main entrance. As students and clients enter the facility, they can see New York County Supreme Court and 26 Federal Plaza, both down the block on Worth Street.

As we move forward with the development of the clinical and experiential learning program, we will seek to deepen our commitment to working in New York's communities, including the veterans community, to advance social justice and economic opportunity. We were pleased to begin offering our Civil Rights Clinic in Fall 2021 with a focus on the intersection between civil rights law and disability law. The clinic is expected to, among other things, address issues of health equity related to our COVID and post-COVID worlds. We also will expand our work in our non-profit and small business clinic, and work with city government to identify other meaningful ways for our students to advise and represent businesses on a broad range of legal issues to spur recovery from the pandemic.

3. Please describe the aspects of a successful experiential legal education initiative.

In the case of clinical legal education, we believe that meeting the needs of low-income of underserved populations, and advancing justice, is a threshold for successful experiential education. As such, a successful experiential legal education initiative will accomplish three goals: it 1) afford students the opportunity to "learn lawyering skills by doing," either through simulations or through work in a live-client setting; 2) provide students with close and effective supervision and feedback on their work; and 3) encourage reflection, which is key to internalizing both the learning and the norms and professional values we seek to impart in law school.

4. Please describe how to evaluate the success of an experiential legal education initiative.

Success of an experiential legal education initiative can be measured by looking at how well it achieves the above goals. This can be accomplished by carefully tracking the nature of the

work students perform, aligning the supervision with the student performance, and reviewing the reflection work completed by the students (i.e., journals or case rounds). One way of measuring success in meeting the unmet legal needs of low-income or underserved populations is to track the number of clients served by the initiative, but this method should be supplemented by a holistic evaluation of the impact of heightened awareness of the problem being addressed and the groundwork laid for future positive change.

5. Please describe the new initiative that you wish to establish, or the existing initiative that you wish to augment, with this funding.

With this funding, NYLS will 1) increase the capacity of our Veterans Justice Clinic by hiring new two attorney supervisors, and 2) hiring a new attorney supervisor in our Nonprofit and Small Business Clinic's so we can expand its focus and capacity to serve veterans and/or servicemembers seeking assistance with their transactional legal needs. All attorney supervisors will be appointed to the adjunct faculty.

In addition, this initiative will seek to infuse an even greater emphasis on veteran's issues across the range of clinical courses that currently work in areas directly related to the legal needs of veterans. In particular, this initiative will canvass opportunities to expose students in the general clinical programs to the issues veterans face. Here are a few examples of the form this might take:

Family Law Clinic: one class or a portion of a class could be dedicated to the unique protections and circumstances faced by veterans interacting with the Family Court or facing family law issues. Our Family Law Clinic is offered in partnership with LIFT, (Legal Information for Families Today) which employs a staff attorney partially funded to work with veterans and active-duty service members. LIFT produces a number of guides and other materials related to military families and Family Court which would be incorporated into the curriculum.

Criminal Defense Clinic: a class or a portion of a class could be dedicated to the Veterans Treatment Court model and system in NY. Clinic students could observe those Court parts; students could learn about the diversion/problem solving court from one of the attorneys or judges dedicated to that work. Students might also engage with the VA's Veterans Justice Outreach (VJO) Program where the VA sends their VJO staff to the criminal courts to help justice involved veterans access services and benefits from the VA.

Civil Rights and Disability Justice Clinic – a classroom component on VA benefits, specifically service-connected disability benefits from the VA, and efforts to use impact litigation strategies to advance the rights of veterans with disabilities.

Housing Rights Clinic: a classroom component on special housing programs for veterans, including HUD-VASH Section 8; Supportive Services for Veteran Families (SSVF), and preferences for veterans in NYS housing programs like Mitchel-Lama.

6. Please describe in detail how your proposed initiative will accomplish the following objectives:

(a) Meeting unmet legal needs of Veterans and/or Servicemembers

While the NYLS Veterans Justice Clinic has made significant impacts since its beginning, the unmet legal needs of veterans are significant. NYLS will build on its current efforts by scaling available community based legal services in two ways: first, by directly increasing the capacity two of our clinics, the Veterans Justice Clinic and the Nonprofit and Small Business Clinic allowing NYLS law students to serve more veterans; and, second, by reaching across our existing clinical programming to create a new focus on the legal rights of veterans and/or service members, our initiative will inform the way that law students entering the practice will view veterans' rights issues.

(b) Engaging community partners in assisting Veterans and/or Servicemembers.

Through this initiative, we will build on our existing connection with Volunteers of Legal Service (VOLS) and Legal Service NYC. We have been working with these partners for years to provide high-quality legal services to veterans. This initiative will allow us to strengthen that connection. In addition, we will reach out to new community partners as we create a pipeline for veterans seeking assistance with small business transactional work. These partners include Veteran Business Leadership Association, Bunker Labs, the NYC Department of Veterans Services, the NYC Department of Small Business Services, and New York SBDC Veterans Services and Assistance Program.

(c) Offering law students first-hand experience in assisting Veterans and/or Servicemembers with unmet legal needs.

This initiative will support and expand our existing Veterans Justice Clinic to allow more students the opportunity to assist veterans and/or servicemembers with their unmet legal needs.

In addition, this initiative will allow our Nonprofit and Small Business Clinic to increase its capacity and expand its impact. Currently, the clinic provides transactional legal assistance to nonprofit organizations and small businesses throughout New York City. Students in the clinic work with clients on a variety of matters such as entity formation, governance, contracts, intellectual property and regulatory compliance. Veterans looking to start their own businesses or nonprofit organizations, or seeking legal assistance on ventures already in existence, could utilize the services of our Nonprofit and Small Business Clinic.

Through this initiative, students under faculty supervision in the clinic could help veterans navigate the VA's Center for Veterans Enterprise, which houses specific programs to help

veterans start a business and become qualified as a veteran-owned, or a service-disabled veteran-owned business, as well as New York State's Division of Service-Disabled Veterans' Business Development. The Clinic can support veterans through the certification process to procure federal and state contracting opportunities as well as typical business formation and other business needs already provided by the clinic.

(d) Providing law students adequate training, supervision, and feedback in assisting Veterans and/or Servicemembers with unmet legal needs.

Law students participating in our Veterans Justice Clinic are closely supervised by NYLS adjunct professors with deep knowledge and experience in representing low-income veterans. In addition to a weekly seminar lead by Adjunct Professor Peter Kempner, students are supervised by experienced legal services attorneys who are NYLS adjunct professors. The newly hired adjunct attorneys would be selected and mentored by Professor Kempner.

Law Students participating in the Nonprofit and Small Business Clinic are currently supervised by a full-time faculty member, Professor Gowri Krishna, who brings deep knowledge and experience to transactional legal work. Professor Krishna would be involved in the hiring and mentoring of the newly hired adjunct attorney. Professor Krishna would also be recruiting prospective clients, supervising students providing services to veteran-owned businesses and incorporating issues impacting veterans and entrepreneurship into the clinic's curriculum.

(e) Establishing a sustainable program that will provide a lasting positive impact for Veterans and/or Servicemembers.

NYLS has been operating a successful and impactful veterans legal services clinic since 2014; this initiative would strengthen and deepen that impact. The effect of providing legal services in vital areas such as housing, public benefits, family law and immigration on the lives of low-income veterans cannot be overstated.

7. How many law students will be able to participate in this initiative?

With the additional adjunct faculty to be hired as a result of this initiative, the Veterans Justice Clinic would enroll 8 students; the Nonprofit and Small Business Clinic would enroll 14 students in total, and the work of the clinic would include this increased emphasis on veterans' small business and transactional needs.

8. What academic prerequisites or other credentials will you require from a law student to be eligible to participate in this initiative?

Law students must have completed at least two semesters of law school study in order to be eligible to enroll in a clinic.

9. What credentials and attributes will you require from the individual or individuals whom you select to supervise this initiative? Why are these credentials and attributes important to the success of this initiative?

Candidates for the adjunct faculty positions included in this initiative must demonstrate excellence in the fields of legal service provision for veterans and/or servicemembers, and excellence in the field of transactional legal work. In essence, this initiative is driven by a desire to provide high-quality, desperately needed legal services to veterans.

10. How many Veterans and/or Servicemembers do you estimate that your initiative would be able to assist in the average academic year? What facts and factor did you use in reaching this estimate?

In previous years, the Veterans Justice Clinic has served approximately 25-40 veteran clients per year, in 50-80 cases. Extrapolating from this experience, we believe that the addition of two additional adjunct attorneys would significantly increase the number of clients served to approximately 40-60 clients per year.

The addition of a targeted approach toward veterans cases in the Nonprofit and Small Business Clinic would be a new initiative, so estimates of number of clients represented are hard to provide; the clinic typically represents 18-24 client organizations per year, assisting on a range of transactional matters per client. Through the new initiative, the clinic would be able to focus on veteran enterprises, seeking to represent 3-6 veteran-own businesses in the first year and expanding that number in subsequent years. The clinic would also partner with the New York City Department of Veterans Services, the New York SBDC Veterans Services and Assistance Program, the New York State Division of Veterans' Services to conduct legal information sessions at least twice per year on topics relevant to veteran-owned enterprises. These sessions could target higher numbers of veterans and could include brief advice sessions.

11. Are other law schools in New York State presently assisting Veterans and/or Servicemembers in the specific practice area(s) in which your initiative will focus? If yes, then what makes your proposal unique when viewed in the context of these already-existing programs?

While other law schools in New York State provide legal services to veterans, many specialize in VA benefits advocacy and discharge-upgrade work; the Veterans Justice clinic is unique in its dedication to serving the broad range of legal service needs of this vulnerable low-income population. In addition, in our research, no existing clinic providing transactional legal work services the veteran community in particular.

12. Please provide detailed descriptions of each step necessary to successfully implement your initiative. For each step, please include the anticipated amount of time necessary to accomplish this objective.

- 1) *Step one:* engage in a hiring process for the Veterans Justice Clinic adjunct faculty attorneys and the Nonprofit and Small Business adjunct attorney. This process will take approximately four weeks.
- 2) *Step two:* introduce the newly hired adjunct faculty for the Veterans Justice Clinic them to the functioning of the clinic, and work with the clinic director to establish the cases to be handled by the students during the clinic year. This work will be completed during the opening weeks of the 2022-23 academic year.
- 3) *Step three:* introduce the newly hired adjunct faculty for the Nonprofit and Small Business clinic to the functioning of the existing clinic, and work with existing and new community partners to identify outreach paths and educations opportunities for the students in the area of veteran's rights. This work will commence during the opening weeks of the 2022-23 academic year and continue as this new focus on veteran's small business needs is established.
- 4) *Step four:* engage with faculty teaching other NYLS clinics, including the Family Law Clinic, the Housing Rights Clinic, the Criminal Defense Clinic, and the Civil Rights and Disability Justice Clinic to amplify current discussions of veterans' issues. This work would commence upon securing the grant and continue over the summer and into the fall term, as needed.

a. For each of the steps that you listed above, please describe the factors that could hinder the successful completion of this step and the measures that you will take to prevent these hindrances from occurring.

- 1) For Step one, factors that couple hinder successful completion of the hiring process would include a weak response to our job posting, a delay in securing interview times, and/or an inability to locate qualified applicants. In addition, there are relatively few legal services programs that employ attorneys with a veteran-specific practice; this means a potentially

small group of qualified candidates. To prevent these hindrances, we will actively publicize the positions in our networks, and reach out to candidates we think would be particularly effective in the positions.

- 2) For Step two, factors that would hinder the completion of the orientation and case selections process would include challenges in identifying appropriate cases for the students to handle; this is always an issue to a certain extent in clinical work. To minimize this issue, we will affirmatively reach out to community partners for referrals and utilize our existing referral networks to ensure a steady flow of cases.
- 3) For Step three, factors that would hinder the identification of the outreach pathways would include the challenge of creating and nurturing new referral networks; this can be expected, to some extent, and the challenges can be met by leveraging the existing network, as well as by seeking out new partners.

b. Please list all of the metrics that you will use to measure the effectiveness of your initiative.

The effectiveness of the initiative can be measured by an evaluation of the overall effectiveness of our clinical experiential program as indicated by:

- 1) the number of students newly engaged in this work
- 2) the number of veterans and/or servicemembers served
- 3) the number and quality of education opportunities about the legal rights of veterans created for the general NYLS clinical student populations.
- 4) The number and quality of networks created with community partners in the area of veterans' rights.

c. For each of the metrics that you listed above, please list the target measurements that you hope to achieve. Please describe why these target numbers would demonstrate that your initiative had reached a desired level of effectiveness.

- 1) In terms of students newly engaged in this work, the increased capacity afforded by hiring two new adjunct supervising attorneys in the Clinic would translate into four additional students receiving the directly experience of representing veterans and/or servicemembers. The addition of a attorney hired for the new nonprofit and small business initiative would translate into an additional 6 students in the clinic; however, this increased emphasis on veteran's issues in that client would be experienced by all 14 students. Similarly, the increased focus on veterans' issues in our other clinics would reach the approximately 30 students enrolled in those clinics.

- 2) The estimates for the number of veterans and/or servicemembers served by this initiative were provided above; 40-60 veterans (including advice and brief service as has historically been the case) and 3-6 veteran-owned businesses.
- 3) We would expect to add or amplify educational opportunities about the rights of veterans in each of the four clinics listed above.
- 4) We would expect to develop 3-6 new networks/connections with community partners during the pendency of this grant.

For all of the target measures indicated above, they would serve to demonstrate that our initiative had reached the desired level of effectiveness because they are arrived at through our deep connections developed through our involvement with veterans' rights issues.

SAMPLE

ATTACHMENT D PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, 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 and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. 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.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the 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.
8. 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.

9. All vouchers must be submitted by the Contractor 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.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this 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 and submit the claim to the State Agency.

11. 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.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, 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. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

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 for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. 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.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims 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.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Period : 4/1/2025-3/31/2027			
Claim Number	Claim Type	Claim Period	Due Date
1	Advance (Optional By Request)	4/1/2025-6/30/2025	Prior to Any Reimbursement Claims
2	Reimbursement	4/1/2025-6/30/2025	7/31/2025
3	Reimbursement	7/1/2025-9/30/2025	10/31/2025
4	Reimbursement	10/1/2025-12/31/2025	1/30/2026
5	Reimbursement	1/1/2026-3/31/2026	4/30/2026
6	Reimbursement	4/1/2026-6/30/2026	7/31/2026
7	Reimbursement	7/1/2026-9/30/2026	10/31/2026
8	Reimbursement	10/1/2026-12/31/2026	1/30/2027
9	Reimbursement	1/1/2027-3/31/2027	5/31/2027

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be 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.

- For non-performance based contracts, the Contractor’s costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 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.
- 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.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. 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 generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

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.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, 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 the 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.

2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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.).

3. *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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).

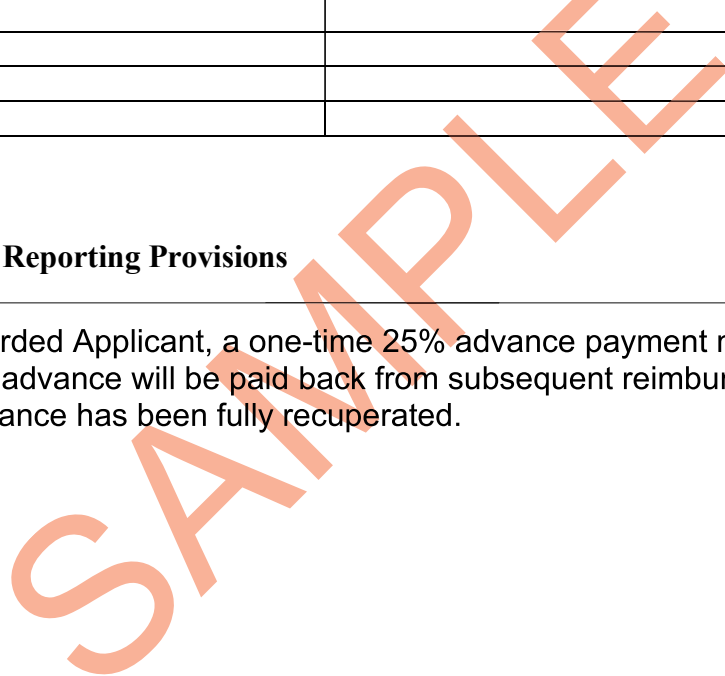
4. *Consolidated Fiscal Report*: The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 4/1/2025-3/31/2027			
Progress Report	Report Type	Report Period	Due Date
1	Progress Report	4/1/2025-6/30/2025	7/31/2025
2	Progress Report	7/1/2025-9/30/2025	10/1/2025
3	Progress Report	10/1/2025-12/31/2025	1/31/2026
4	Progress Report	1/1/2026-3/31/2026	4/30/2026
5	Progress Report	4/1/2026-6/30/2026	7/30/2026
6	Progress Report	7/1/2026-9/30/2026	10/31/2026
7	Progress Report	10/1/2026-12/31/2026	1/31/2027
8	Progress Report	1/1/2027-3/31/2027	5/31/2027

E. Special Payment and Reporting Provisions

Upon request by the awarded Applicant, a one-time 25% advance payment may be made at the start of the contract term. The advance will be paid back from subsequent reimbursement claims for payment until the full advance has been fully recuperated.



RFA Appendix D – Insurance Requirements

Insurance Requirements

The Bidder shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of all insurance required by Section B below shall be provided in accordance with the provisions hereof;
- After award, the Contractor shall be required to provide proof of all insurance after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

A. General Conditions Applicable to Insurance. All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.

2. Policy Forms. Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.

3. Certificates of Insurance/Notices. Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name **The New York State Office of General Services, Agency Procurement Office, 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD 25 certificate)
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: **Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.**

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS requires Contractors to submit only certificates of insurance and additional insured endorsements. Contractors should refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation. OGS reserves the right to request other proof of insurance, including, but not limited to, policies, and Contractors agree to comply with all reasonable requests.

4. Primary Coverage. All Commercial General Liability, Business Automobile Liability, and Excess Umbrella Liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New

York State Office of General Services, and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

5. Breach for Lack of Proof of Coverage. The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. Subcontractors. Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

8. Waiver of Subrogation. For all Commercial General Liability, Business Automobile Liability, Excess/Umbrella Liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. Additional Insured. The Contractor shall cause to be included in each of the Commercial General Liability, Business Automobile Liability, and Excess/Umbrella Liability policies required below for on-going and completed operations naming as additional insured

(via ISO form CG 20 10 12 19 or CG 20 39 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

10. Excess/Umbrella Liability Policies. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

11. Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

12. Policy Renewal/Expiration Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

13. Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain insurance documents must be provided to the OGS Agency Procurement Office contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days;
- For information on self-insurance or self-retention programs: 15 calendar days;
- For other requested documentation evidencing coverage: 15 calendar days;
- For additional insured and waiver of subrogation endorsements: 30 calendar days; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	No less than \$1,000,000 each occurrence	Upon notification of tentative award and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products-Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Professional Liability	\$2,000,000	
Crime Insurance	\$50,000	
Business Automobile Liability Insurance	No less than \$1,000,000 each accident	
Workers' Compensation		
Disability Benefits		

1. Commercial General Liability Insurance: Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by the Contract.

2. Professional Liability:

Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services (i.e. professional services, establish a law clinic, pro bono project, practicum, or other experiential legal education initiative).

- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than one (1) year from the time work under any Contract resulting from this Solicitation is completed or must agree to insure for one year following any Contract under award. Written proof of this extended reporting period or agreement must be provided to OGS upon request.
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of any Contract resulting from this Solicitation.

3. Crime Insurance: If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor is required to fulfill the Crime Insurance requirements herein and shall be required to provide proof of compliance with the requirements. The Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor’s insurer as a result of any Contract resulting from this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of any Contract resulting from this Solicitation.
- The policy shall include coverage for third-party fidelity and name “The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees” as “Loss Payees” for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.
- The policy shall include coverage for, but is not limited to, employee theft, forgery or alteration, inside the premises-theft of money and securities, inside the premises-robbery or safe burglary of other property, outside the premises computer crime/fraud, and money orders and counterfeit paper currency

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

4. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of automobiles used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

5. Workers' Compensation Insurance and Disability Benefits Requirements

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);
- Form C-105.2 (9/15), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

Information clarifying the New York State Workers' Compensation Law requirements is available at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf>.

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this Solicitation, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

RFA Appendix E – M/WBE and EEO Requirements

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

I. New York State Law

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

II. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“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 agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS 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 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, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

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 all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of

services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan

RESERVED

C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services 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 the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law and 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 and conviction and prior arrest.

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, 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.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/mwbe/forms>

RFA Attachment 1 – Workplan

5. Please describe the new initiative that you wish to establish, or the existing initiative that you wish to augment, with this funding.

6. Please describe in detail how your proposed initiative will accomplish the following objectives:
 - (a) Meeting unmet legal needs of Veterans and/or Servicemembers

 - (b) Engaging community partners in assisting Veterans and/or Servicemembers.

 - (c) Offering law students first-hand experience in assisting Veterans and/or Servicemembers with unmet legal needs.

 - (d) Providing law students adequate training, supervision, and feedback in assisting Veterans and/or Servicemembers with unmet legal needs.

 - (e) Establishing a sustainable program that will provide a lasting positive impact for Veterans and/or Servicemembers.

7. How many law students will be able to participate in this initiative?

8. What academic prerequisites or other credentials will you require from a law student to be eligible to participate in this initiative?

9. What credentials and attributes will you require from the individual or individuals whom you select to supervise this initiative? Why are these credentials and attributes important to the success of this initiative?

10. How many Veterans and/or Servicemembers do you estimate that your initiative would be able to assist in the average academic year? What facts and factor did you use in reaching this estimate?

11. re other law schools in New York State presently assisting Veterans and/or Servicemembers in the specific practice area(s) in which your initiative will focus? If yes, then what makes your proposal unique when viewed in the context of these already-existing programs?

12. Please provide detailed descriptions of each step necessary to successfully implement your initiative. For each step, please include the anticipated amount of time necessary to accomplish this objective.
 - a. For each of the steps that you listed above, please describe the factors that could hinder the successful completion of this step and the measures that you will take to prevent these hindrances from occurring.

13. Please list all of the metrics that you will use to measure the effectiveness of your initiative.

- a. For each of the metrics that you listed above, please list the target measurements that you hope to achieve. Please describe why these target numbers would demonstrate that your initiative had reached a desired level of effectiveness.

14. Please attach documentation thoroughly describing all estimated itemized expenses for this proposed initiative (see Attachment 2 – **Proposed Budget**).

NOTE: If you are already receiving funding for any aspects of this proposed initiative, please provide documentation listing each funding source and the amount of money provided by each source. If you plan to apply for other sources of funding for this proposed initiative, please list each source of funding that you intend to seek and the amount of money that you will seek from each of these sources.

RFA Attachment 2: Project Budget & Budget Narrative

RFA ATTACHMENT 2

PROJECT BUDGET & BUDGET NARRATIVE

This should be completed for each of the (3) years of this award

Organization Name: _____

Budget Period: _____

Project Expenses

	This Grant	Other Funding Sources
Personnel		
Supplies		
Travel		
Other (use additional lines as necessary and indicate the type of expenses for each line)		
TOTAL EXPENSES	\$50,000	

Budget Narrative

Please enter details and justification regarding each of the expenses listed above.

A large, empty rectangular box with a black border, intended for listing funds raised to date for the project.

Please list any funds raised to date for this project. (Alternatively, please attach a separate document listing funds raised to date for this project).

A large, empty rectangular box with a black border, intended for listing funds raised to date for the project.

RFA Attachment 2A: Salary Expense Breakdown

RFA ATTACHMENT 2A- Salary Expense Breakdown

This must be completed for each of the (3) years of this award

Organization Name:

Contract Number: (To be entered at a later date)

Contract Period:

GRANT FUNDED POSITIONS				
For each position listed, identify the percentage of time that will be allocated to the DVS grant funded activities during each contract period				
<u>Position Title</u>	Annual Salary	Percent of Effort Funded	# of months funded	Total Amount Funded by DVS Grant
Total				

RFA Attachment 3: Application Submission Checklist

RFA ATTACHMENT 3 – APPLICATION SUBMISSION CHECKLIST

*Applicants may use the checklist below to ensure submissions are complete.

Read and understood the terms of the Request for Application	
Signed and notarized all required forms - Appendix B	
Completed Application - Attachment 1 - Workplan	
Completed Budget, Budget Narrative & Breakdown- Attachment 2 & 2A . This should be done for each of the (3) years of this award)	
Included cover letter	
Understood the insurance requirements	
Prequalified in SFS	