



**Office of
General Services**



**Office of Cannabis
Management**

Request for Application No. 2816

solicited by the

New York State Office of General Services

on behalf of the

**NYS Office of Cannabis Management and
Cannabis Advisory Board**

for

Community Reinvestment Program Grants

RFA Release Date: October 16th, 2024

Key Events

The Table below outlines the tentative schedule for important action dates.

Action	Date
OGS Issues RFA No. 2816	October 16, 2024
Applicant Pre-Submission Webinar	October 30, 2024
Submission of Applicant Questions Due Date	November 8, 2024
OGS Issues Responses to Written Questions (estimated)	November 22, 2024
Application Due Date	December 13, 2024 at 5:00pm EST
Projected Notification of Awards	February 19, 2025

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1. Introduction

1.1 Purpose

The purpose of Community Reinvestment Program Grants is to reinvest in communities disproportionately affected by past federal and state drug policies through monetary awards. The Office of Cannabis Management (OCM) intends to issue grants to 501(c)(3) community-based organizations that serve the most affected areas of the State. These grants aim to promote restorative justice, strengthen the services and institutions that address systemic gaps, and support organizations that have helped families and communities maintain resilience despite the challenges posed by past drug laws. The grants will be funded through the Community Grants Reinvestment Fund (CGRF). The establishment of the CGRF in the Cannabis Law acknowledges decades of harm and loss at the individual, interpersonal, and community level caused by prohibition.

The Community Reinvestment Program grants will focus on projects that support priority initiatives as determined by the Cannabis Advisory Board (CAB). In the 2024-2025 grant cycle, OCM and the CAB aim to support organizations serving youth, defined as individuals ages 0-24 years old, in designated priority geographies and within communities that faced harms associated with prior drug policies, disproportionate enforcement, and incarceration. In supporting youth, OCM and the CAB are accepting applications that address three specific program areas: Mental Health, Housing, and Workforce Development. The overall aim of this grants cycle is to create equitable, positive, and lasting impacts on individuals, families, and communities by investing in community-based programs offering youth focused initiatives and wraparound services. The total available funding for this grant opportunity is \$5,000,000.00. Each individual grant award will total \$100,000.00.

1.2 Background

The CAB is a multidisciplinary group of experts from across New York State tasked with providing guidance and leadership to both the Cannabis Control Board (CCB) and OCM. It is legislatively mandated to govern and administer the New York State CGRF pursuant to § 99-kk of the State Finance Law. Additional information on the CAB is available at the following link: <https://cannabis.ny.gov/cannabis-advisory-board-meetings>.

The CGRF is funded by the Cannabis Revenue Fund, per the Marijuana Regulation and Taxation Act (MRTA) § 99-kk(4).

Through feedback from stakeholders, community organizations, and members of the CAB, the following guiding principles inform the development, and sustainability of the Community Reinvestment Program grants:

- a) Responsive to and focused on historically underserved communities and communities that have been disproportionately impacted by past federal and state drug laws.
- b) Grounded in science and data, while being receptive to emerging and innovative approaches.
- c) Commitment to advance trauma-informed approaches that impact social determinants of health and well-being.
- d) Accountable to and informed by stakeholders across the State.

1.3 Designated Contacts

In compliance with the Procurement Lobbying Law, Matt Courcelle, Contract Management Specialist II, 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 voice for all inquiries regarding this grant opportunity.

Matt 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

In the event the Primary Designated Contact is not available; the alternate designated contact is:

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: 518-486-5743
Email: Jessicca.McDonald@ogs.ny.gov

For inquires related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this 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, New York 12242
Phone: 518-408-0432
Email: OGS.sm.MWBE@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

1.4 Minimum Applicant Qualifications

Applicants are advised that the State's intent is to ensure that only responsive, responsible, and qualified Grantees receive an award under this opportunity.

The State considers the following application qualifications to be mandatory requirements to be considered as a qualified Applicant. Applicants not meeting the qualifications below will not be considered for an award. Collaborative applications are allowed but must designate one lead applicant. The lead applicant must be identified and meet all mandatory application qualifications stated in this Section. The lead applicant will be the organization that registers in [the OCM eGrants system](#), submits the application, and is the contracted

entity.

The following qualifications **must** be met by each Applicant:

- a) The Applicant must have obtained recognition by the IRS of tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. To demonstrate this requirement is met, the applicant must provide a copy of the exemption determination letter from the IRS. If the applicant cannot produce this document, the applicant may present a copy of the most recent Form 990 filed with the IRS showing that the applicant has claimed tax-exempt status under Section 501(c)(3);
- b) The Applicant must currently provide youth-oriented services or programs for individuals within ages 0-24; and
- c) The Applicant must be pre-qualified in the Statewide Financial System (SFS) **at the time of the application due date**. Additional information on how to obtain prequalification is outlined in Section 2.4 below (Application Process).

Applicants may not use a subcontractor's or any other entity's qualifications to meet the minimum application qualifications. Consultants, trade organizations and other third-party entities are not eligible to apply for grants on behalf of other organizations.

For-Profit Entities, Government Entities or Municipalities, and Individuals are not eligible to apply for grants under this program.

1.5 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 using the Attachment 4 - Applicant Question Submission Form to the Designated Contact(s) in Section 1.3.

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. All applicant questions must be submitted using Attachment 3 – Applicant Question Submission Form. Answers to all questions of a substantive nature will be provided in the form of a Question and Answer document that will be posted to the OCM and OGS website. Answers will not identify the Applicant asking the question. The final deadline for submission of any questions/clarifications regarding this RFA is listed in the Key Events table on page 2. Questions received after the deadline may not be answered. OGS will post an addendum at <https://ogs.ny.gov/procurement/application-opportunities> with all questions and official responses on or about November 22nd, 2024 as indicated on page 2 of this RFA – Key Events. Any additional addenda will be posted to the same location.

1.6 Pre-Submission Applicant Webinar

There will be an **optional** Applicant Pre-Submission Webinar for all prospective applicants to be held on October 30th, 2024 at 10:00 a.m. EST as indicated on page 2 of this RFA – Key Events. The purpose of this webinar will be to review the RFA document, provide clarification, and answer any questions that prospective applicants may have on the RFA as well as the navigation and use of the OCM eGrants system.

The webinar will be held via Webex and will be recorded. The webinar can be accessed at the following link:

<https://meetny.webex.com/meetny/j.php?MTID=mea2ed16da9098007852fef754db61c2a>.

Important Note: All questions and official responses presented during the webinar will be posted as an

addendum to the RFA. This addendum will also include any other questions sent to the designated contact outside of this webinar up to the “Submission of Applicant Questions Due Date” as indicated on page 2 – Key Events.

Attendees are encouraged to submit questions prior to the webinar to:
matthew.courcelle@ogs.ny.gov.

1.7 Glossary of Terms

“**Issuing Office**” shall mean the New York State Office of General Services Division of Financial Administration on behalf of the New York State Office of Cannabis Management.

“**Request for Application,**” “**RFA,**” or “**Grant Opportunity**” 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 Commissioner of the New York State Office of General Services or duly authorized representative.

“**Director**” shall mean the Executive Director of the New York State Office of Cannabis Management.

“**Applicant,**” “**Lead Applicant**” or “**Offeror**” shall mean any authorized entity submitting a response to the State pursuant to this grant opportunity.

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

“**CGRF**” shall mean Community Grants Reinvestment Fund.

“**CAB**” shall mean the Cannabis Advisory Board.

“**CCB**” shall mean the Cannabis Control Board.

“**Grantee**” shall mean an entity that has been awarded a grant in accordance with this RFA.

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

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

“**OCM**” shall mean the New York State Office of Cannabis Management.

“**SEE**” shall mean Social and Economic Equity.

“**SFS**” shall mean the Statewide Financial System.

“**BSC**” shall mean New York State Business Services Center.

“**CDI**” shall mean Community Disproportionately Impacted. These areas are defined by a history of arrests, convictions, and other law enforcement practices in a certain geographic area, including, but not limited to, precincts, zip codes, neighborhoods, and political subdivisions, reflecting disparate enforcement of cannabis prohibition during a specific time period relative to the rest of the state.

“**Designated Priority Area**” shall mean areas with elevated CDI and Federal Poverty Levels.

“**Sub-Contractor**” shall mean a third-party Contractor hired by the Grantee to perform services pursuant to this grant opportunity.

2. Award Information

2.1 Funding

The 2024-2025 Community Reinvestment Program grant cycle will support qualified 501(c)(3) community-based organizations that serve the most affected areas of the State as outlined in Section 5 - Selection and Funding Methodology. Under the Community Reinvestment Program, funding is available to support organizations serving youth, defined as individuals ages 0-24 years old, addressing three specific program areas: Mental Health, Housing, and Workforce Development.

Funding will be awarded via a competitive application evaluation process outlined in Section 3 – Application Review Process. The 2024-2025 grant cycle has a total of \$5,000,000 to award with \$100,000 per award for each qualified Application. *Funds will be distributed until all funds are exhausted or all successful applications are funded.*

Applicants must request the full available award of \$100,000 for the project to be considered.

Funds awarded from this grant opportunity may not be used to supplant funds for currently existing staff and activities.

Applicants may propose to provide services in more than one county; however, **a separate application must be submitted for each county where services will be delivered** and will be reviewed and scored separately.

Example 1: An organization is proposing to conduct afterschool programs in School A and School B. Both schools are located in County Z. Only one application is needed.

Example 2: An organization is proposing to conduct afterschool programs in School A and School B. School A is located in County Z and School B is located in County Y. Separate applications are necessary—one for County Z and one for County Y.

Example 3: An organization is proposing to provide career development skills training. The training will be provided in County T. Participants will travel from various locations in County T and County U to attend the training. Only one application is needed.

All awards are subject to funding availability.

2.2 Use of Funds

2024-2025 grant awards will focus on projects that align with the priority initiatives identified by the CAB. The Community Reinvestment Program grant funds can be used to support a wide array of youth services addressing Mental Health, Housing, and Workforce Development. Applicants are encouraged to identify youth populations within specific communities **that faced harms associated with prior drug policies, disproportionate enforcement, and incarceration.** An indicative and non-exhaustive list of potential services is provided below in Section 2.2.1 “Allowable Funding Areas”.

While the disproportionate effects of past federal and state drug policies are well documented and visible in communities across the state, OCM and the CAB also recognize that impacted populations have many assets, partnerships, and excellent program and service providers that are already making positive change in their communities. The Community Reinvestment Program hopes to invest in these community resources to mitigate and, where possible, overcome the presence of systemic restrictions and barriers to opportunity

and equity. OCM and the CAB encourage applications from organizations that are bringing healing and economic empowerment to individuals, families, and communities that have been disproportionately impacted by prior drug policies.

All applications submitted under this grant opportunity must include at least one of the following program areas. Services reimbursed under this grant opportunity may include, but are not limited to:

A. Mental Health

The mental well-being of young people is crucial for positive health outcomes and resilience throughout life, yet it faces significant challenges in New York State. The CDC Youth Risk Behavior Survey indicates alarming trends: from 2011 to 2021, the percentage of teen boys feeling persistently sad or hopeless rose from 21% to 29%, while for teen girls, it surged from 36% to 57%. Additionally, those considering suicide increased from 16% to 22%. Post-COVID-19, young adults are struggling with loss, social isolation, and unmet developmental milestones. A 2022 CDC report reveals that students lacking connections at school reported poorer mental health and increased suicidal thoughts compared to their peers with strong support.

Young people have expressed their mental health experiences to state officials, highlighting factors fueling the crisis, including the pandemic's ongoing effects, economic instability, and racial inequities. Communities of color face particularly restrictive mental health systems. To address these issues, the CAB and OCM aim to fund local community-based non-profits to strengthen and establish comprehensive, culturally responsive mental health supports. Essential services should include trauma-informed care and community-based interventions that address social determinants of health, ultimately enhancing support networks for young individuals across New York State.

B. Housing

Stable, healthy housing is essential for the successful outcomes of young people, yet New York State faces a historic housing crisis characterized by instability, unaffordability, and inadequate quality. These issues disproportionately impact young people in communities facing socioeconomic challenges. Over half of New York renters are rent-burdened, spending more than 30% of their income on rent, which is the second-highest rate in the nation. In the New York City metro area, rents have risen 30% since 2015, and home prices have increased by 50%. Outside the city, rents have surged by 40 to 60%, with home prices climbing 50 to 80%. This instability contributes to heightened stress, overcrowding, and an increased risk of poor health outcomes and suicide among young people compared to their peers with stable housing (CDC Youth Risk Behavior Survey, 2021).

Discrimination and barriers for families receiving public assistance, such as housing vouchers, prolong housing instability. Additionally, fragmented services often hinder pathways to stable housing. LGBTQI+ youth and those aging out of foster care face homelessness and displacement disproportionately. Therefore, developmentally appropriate, trauma-informed supportive housing and services are crucial for their stability and ability to thrive independently.

C. Workforce Development

Many young people in prioritized regions lack equitable access to work readiness programs, apprenticeships, paid internships, and similar pathways that facilitate transitions to living wage jobs and higher education. They require both the agency and programming to explore careers and interests, particularly as emerging industries shape our economy. However, achieving career readiness alone is insufficient to tackle the intersectional and systemic barriers confronting these individuals.

For young people living below the poverty line, additional supports are crucial, including academic assistance, childcare, transportation, financial empowerment, and wraparound services to ensure they can successfully complete programs. Despite significant investments in childcare, many still struggle to find high-quality options, forcing them to choose between caregiving and employment.

The number of young people who are out of school and out of work (OSOW) continues to rise, with those who are homeless, justice-involved, transgender, gender nonconforming or living with disabilities being disproportionately represented. To support these individuals, flexible and comprehensive approaches are necessary. Building holistic partnerships to bridge systemic gaps can yield long-term, meaningful outcomes. Additionally, compensating OSOW youth in leadership roles can drive innovative solutions to meet their needs.

2.2.1 Allowable Funding Areas

Possible funding areas include but are not limited to:

- a) Learning fees (i.e., fee for a training slot, software to deliver training, textbooks, etc.)
- b) Supportive Services Payments such as incentives or stipends for services such as childcare, transportation and housing
- c) Individual and group supportive services
- d) Family education and supportive services
- e) Youth mental health first aid training
- f) Community engagement, outreach, and events
- g) Art, music, dance, and sports activities that promote wellness
- h) Case management, referral and linkage services
- i) Youth peer support and leadership development programs
- j) Food and supplies for group sessions
- k) Harm reduction services
- l) Training, capacity building, technical assistance
- m) Afterschool and childcare services
- n) Prevention efforts such as legal services, tenant support services, tenant association organizing, etc.
- o) Community engagement, outreach and events
- p) Case management, referral and linkage services
- q) Rent assistance and cash transfers
- r) Drop-in centers
- s) Supportive services such as laundry, shower, childcare, transportation assistance, etc.
- t) Emergency housing
- u) Training, capacity building, technical assistance
- v) Financial literacy training
- w) Community engagement, outreach, and events
- x) Workforce training, credentialing and placements
- y) Mentorship, upskilling and career development programs
- z) Youth development programs
- aa) Paid internships, apprenticeships and stipend programming
- bb) Case management, referral and linkage services
- cc) Soft skills training
- dd) Holistic supports such as transportation, childcare, fee waivers, etc.
- ee) Legal Services to address barriers to re-entry
- ff) Employment assessments

2.2.2 Restrictions on Use of Funds

Funds awarded for this grant opportunity may not be used for the following items:

- a) Costs incurred in the preparation and submission of this RFA;
- b) Capital improvements or structural modifications; or
- c) Organizational legal costs.

All proposed expenditures must be reasonable, necessary, and clearly related to the purposes and activities of the Community Reinvestment Program grants of this RFA. OCM reserves the right to ask for justification of proposed expenditure and cost, both prior to award and during contract development.

2.3 Term of Contract

All resultant contracts from this grant opportunity will commence approximately on or about April 1st, 2025, and expire on or about March 31st, 2027.

This contract term will not prevent Grantees from the 2024-2025 grant cycle from applying for future rounds of funding for a similar purpose, even if those contract terms overlap with this contract term. OCM will make a determination on a required contract progress in order for Awardees to be eligible for future Community Reinvestment Program grants cycles.

Any purchases and/or expenses incurred prior to the contract start date or after the contract end date will fall outside the contract term and will be ineligible for reimbursement.

2.4 Application Process

Online Application Process:

This RFA will be conducted online in the [OCM eGrants](#) system. Not-for-profits must complete the following steps to apply:

1) Register in the [OCM eGrants](#) system.

The Head of Organization for the applicant must register on its behalf. The Head of Organization is an individual that serves in a leadership role and will ultimately be responsible for managing the organization's OCM eGrants system profile and user pool.

- a) To begin the registration process, the Head of Organization should click on the "Head of Organization? Register Here!" link on the [OCM eGrants](#) system login screen, complete the online Registration form, and click the Register button to submit their request.
- b) The Head of Organization will be asked to provide their organization's NYS Statewide Financial System (SFS) Supplier ID. If your organization does not have an SFS Supplier ID, assistance in obtaining one will be provided through the [OCM eGrants](#) system registration process. Please submit your registration form with the SFS Supplier ID field blank. A member of the ITS Grants Management team will contact you regarding next steps.

Training on the [OCM eGrants system](#) registration process will be available at www.cannabis.ny.gov/reinvestment.

All OCM eGrants system registration questions should be directed to ITS Grants Management at grantsmanagement@its.ny.gov. Please include "OCM eGrants Registration" in the subject line.

Grants Management reserves 3 to 5 days to process registration requests and additional time may be required to obtain an SFS Supplier ID is necessary. **Please plan accordingly.**

On completion of the registration process, the Head of Organization will receive an email detailing critical next steps. These steps are summarized below and can be completed concurrently. However, BOTH steps must be complete by the Application Due Date set forth in the chart on page 2 of the RFA - Key Events.

2) Prequalify in the Statewide Financial System (SFS).

Not-for-profit Applicants must be prequalified in SFS on the date and time applications are due in response to this RFA as specified on page 2 – Key Events. Applications received from not-for-profits that do not meet the above requirement will not be considered for funding.

Note: As part of the prequalification process, applicants will be asked to choose a State Agency. A Prequalification Specialist from the chosen Agency will evaluate the prequalification application. The Office of Cannabis Management is not one of the Agency choices; please choose the Agency that most closely aligns with your mission.

A wide range of resources are available on the Grants Management website's [Prequalification](#) page to facilitate the prequalification process. Nonprofit applicants are encouraged to review the [NYS Prequalification Manual](#). This document includes the questions and required forms that make up the prequalification application and is often used by not-for-profits to prepare in anticipation of receiving access to the system. The SFS [Grantee User Manual](#) and virtual [Entering and Submitting Prequalification Applications](#) training are also helpful.

New York State reserves 5-10 business days from the receipt of complete Prequalification applications to conduct its review. If supplementary information or updates are required, review times will be longer. **Due to the length of time this process could take to complete, it is advised that not-for-profits prequalify as soon as possible.** Failure to successfully complete the prequalification process may result in a grant application being disqualified.

Questions regarding Prequalification should be sent to the SFS Helpdesk at helpdesk@sfs.ny.gov or call 518-457-7717.

3) Apply in the OCM eGrants system.

Not-for-profits must initiate, complete, and submit responses to this RFA in the OCM eGrants system by the due date and time indicated on page 2 – Key Events. Applications received offline (paper or email) or after the due date and time will not be considered.

- a. To initiate an application, login to the [OCM eGrants system](#). In the “My Opportunities” section of the Dashboard, click on the Community Reinvestment Program Grants link to initiate an application. Note that once you have initiated an application, it will be viewable in the “My Tasks” section of the Dashboard. Do not click on the My Opportunities link again unless attempting to create additional applications.
- b. Completing an application involves filling out a series of online forms to document your proposed project. Use the navigation bar on the left side of the screen to move between forms. Make sure to save each form along the way.
- c. Applicant must complete and submit all required forms found in Appendix B and Attachment 1. These forms will be available for download in the OCM eGrants system. Completed forms should be signed using a wet signature and uploaded into the OCM eGrants system.
- d. To submit your application, click the Submit button under Status Options at the bottom of the navigation bar. You will receive email confirmation that your application was received.

Training on the OCM eGrants system application process will be available at www.cannabis.ny.gov/reinvestment.

Not-for-profits are strongly encouraged to submit their Application at least 48 hours prior to the Application due date and time as specified on page 2 – Key Events. This will allow sufficient opportunity for the Applicant to obtain assistance and take corrective action should there be a technical issue with the submission process. Failure to leave adequate time to address issues identified during this process may jeopardize an Applicant's ability to submit their Application.

Questions regarding initiating, completing, and submitting applications should be directed to grantsmanagement@its.ny.gov. Please include "OCM eGrants Application" in the subject.

2.5 OCM Responsibilities

Once a contract is fully approved, OCM will oversee the implementation of the awarded contracts resulting from this RFA. These responsibilities shall include, but are not limited to, regular monitoring of grant implementation, services provided, performance via progress and all reporting which will be submitted to OCM by the Grantees at established intervals throughout the contract term.

2.6 Application Submission Format and Content

In order for the State to evaluate applications fairly and completely, Applicants are strongly encouraged to follow the format set forth herein and should provide all of the information requested. All items identified in the following list should be provided and addressed as concisely as possible in the OCM eGrants system in order for an application to be considered complete. 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 submission. 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 submission. If further clarification is needed during the evaluation period, OGS will contact the Applicant.

Note: OGS and OCM reserve the right to request any additional information deemed necessary to ensure that the Applicant is able to fulfill the requirements of the grant opportunity.

Additionally, please note that "Appendix D: Insurance Requirements" only needs to be met upon a 'Notification of Award' to those applicants who are successful. At that time, OGS will remind those successful applicants to provide proof of coverage for the insurance requirements outlined in Appendix D.

A checklist of all required materials which must be submitted has been included below to assist in the submission of a thorough and complete response to this RFA through the OCM eGrants system.

2.6.1 Applicant Checklist

The following is required for your Community Reinvestment Program grant application to be considered for funding:

- SFS Prequalification

The following must be completed and submitted in the OCM eGrants system:

- Signed Letter of Attestation (Attachment 1)
- Proof of 501(c)(3) status (IRS Tax-Exempt Determination Letter or Form 990 confirming tax-exempt

status)

- Primary service location(s) and zip code(s) served
- Complete and signed documents found in Appendix B – Required Forms
- One original application response – Project Proposal
- One original application response – Project Work Plan
- One original application response – Project Budget and Narrative Justification

Other attachments, if applicable:

- Attachment 2 - Subcontractor budget form, one set for each subcontractor

2.6.2 Applicant's Response

This section walks not-for-profits through information that must be entered in the OCM eGrants system to apply. Not-for-profits are advised to review the information carefully and begin the planning process as soon as possible.

Reminder: As stated above in Section 2.1 - Funding, applicants may propose to provide services in more than one county; however, **a separate application must be submitted for each county where services will be delivered and will be reviewed and scored separately.**

Contract Information Form

Provide name, address, and contact information for the following individuals: Head of Organization, Project Director, Main Point of Contact and Fiscal Contact.

Project Proposal Form

A. Project Description

Project Title – Provide a name for the proposed project.

Project Type – Select the program area (i.e. Mental Health, Housing, or Workforce Development) that is the primary focus of the proposed activities. Note that activities might impact multiple program areas but select the one that is the main focus.

Priority Population(s) – Describe the priority population(s) the project intends to serve and indicate the approximate number of individuals to be served.

Service Area – Identify the service area you plan to serve under this grant, first by indicating the county where grant-funded activities will take place and then by indicating each ZIP code(s) where grant funded activities will take place. Note that the selected County will be used to determine priority consistent with the two-tier approach outlined in this RFA document.

Service Location(s) – Provide the address(es) and contact information for where services will be delivered or occur.

B. Community and Organization Description

Describe the mission and vision of your organization. Describe your organization's work and the services it provides as it relates to the purpose and objectives of the proposed project and serving young people (aged 0-24). Please include a description of the communities and populations your organization currently serves. Explain the agency's knowledge and capability to carry out the project, based on demonstrated experience.

Explain how your organization's leadership and staff reflect the community that you are proposing to serve in this application. Describe how personnel are uniquely qualified to manage and implement the project.

Describe how your organization involves community members and program participants in the design, implementation, and evaluation of current programs or services.

Describe the strengths and gaps in services and resources available for young people (aged 0-24 years) in your proposed geographic service area related to the program area your proposal aims to address. Include current statistics and relevant facts to substantiate the proposed project.

Describe how your organization is uniquely positioned to serve youth in the proposed service area? Outline any existing partnerships with other organizations that support or improve services and ensure cultural alignment with the community being served.

C. Project Design, Implementation, and Evaluation

Provide a narrative description of the proposed project that addresses the following items:

- i. the overall goal and objectives of the project.
- ii. the tasks or deliverables to be implemented and how they will achieve those objectives.
- iii. who will participate in or benefit from these tasks.
- iv. how tasks or deliverables will be implemented and evaluated, including the role of your organization in implementation.

Describe your strategies for outreach to potential participants or how the project will be promoted and otherwise marketed to ensure adequate participation. Include any collaborations or partnerships planned or already in place to support outreach and community engagement.

Describe how your organization will ensure services are provided in a culturally and linguistically relevant way.

Describe and demonstrate how your proposed project meets the following:

- i. Incorporates evidence-based practices and evidence-informed strategies appropriate for the proposed service population.
- ii. Complements, enhances, or expands existing programs or services to address any gaps identified in the proposed service area.
- iii. Involves community members and program participants in the design, implementation, and evaluation of current programs or services.

Describe the efforts that will be taken to support the sustainability of proposed activities and project staff over the next 3-4 years. Funding from grant sources should be viewed as "seed funds" used to start a project or as "supplementary funds" used to support a project with an existing budget; therefore, an applicant must identify a strategy for obtaining ongoing financial support after the grant term ends.

Describe your plan and capacity to collect the data necessary to measure the SMART Performance Measures identified in the Project Workplan Form and any data required under this grant opportunity.

D. Project Workplan

Provide the Objectives, Tasks, and Performance Measures for your proposed project.

- i. Objectives are broad statements of what the project anticipates accomplishing.
- ii. Tasks are the activities or deliverables that will be completed under this grant to achieve the stated objectives. Provide at least 1 task for each stated objective.
- iii. Performance measures track or measure progress toward achieving the objective or completing the task. Provide at least 1 performance measure for each stated task.

Application Attachments

Applicants can download the required Attachment 1 – Signed Letter of Attestation form, Appendix B - Required Forms, and Attachment 2 – Subcontractor Budget Form (if applicable). Completed and signed (wet signature) Attachment 1 - Signed Attestation Form and Proof of 501(c)(3) status, and, if applicable, any relevant subcontracting budget(s) should then be uploaded.

E. Project Budget & Narrative Justification

The Project Budget and Narrative Justification must include an assessment of the reasonableness and cost-effectiveness of each proposed expenditure.

The Project Proposal and Budget (including Narrative) should be tied together in such a way that the funding request is supported by the Project Proposal and justified through the narrative. Project Budget categories include:

Personnel – Identify all project staff and/or positions to be hired that are to be funded by this grant and input the corresponding budget lines provided in the OCM eGrants system. Provide a narrative justification for this budget category.

Travel – Provide the purpose and location of travel that is to be funded by this grant. Input the corresponding budget lines provided in the OCM eGrants system and provide a narrative justification for this budget category.

Equipment – Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year, and a per unit acquisition threshold of \$5,000 or more. Note: If an item has a unit value of under \$5,000, it must be included in Supplies. Provide a description of how the purchased equipment will facilitate meeting the stated project goals and objectives. Provide a narrative justification for this budget category. Use the “Add” button to itemize multiple equipment purchases.

Supplies – Supplies account for program and office supplies to be used by the project. Input the corresponding budget lines provided in the OCM eGrants system and provide a narrative justification for this budget category.

Contractual Services – Contractual services capture vendors who will be conducting services for the program, such as project service delivery to participants, develop program materials, or consult program staff. Organizational wide consultants who conduct non-project specific administrative functions should be captured under Indirect/administrative costs.

Other Costs – List and describe any items needed that did not fit into the other available budget lines.

Indirect Costs – Indirect/Administrative costs are overhead costs such as an organization’s leadership and accounting staff, liability insurance, and other costs that are not tied directly to the program. Indirect costs are limited to 10% of the total requested budget unless you have a federally approved rate, of which supporting documentation will be required. Indirect Costs are entered in the Project Budget “Summary” in the OCM eGrants system.

Attachment 2 - Subcontractor Budget Form: Applicants who are proposing that programmatic work will be completed in collaboration with partner entities (e.g. collaborating organizations, contracted vendors, fiscally sponsored projects, etc.) and will delegate a portion of the proposed budget to those partner entities, must also submit a subcontractor budget form in the OCM eGrants system. All subcontracts are subject to OCM approval.

Funds under this RFA are considered dollars of "last resort" and can only be used when there are no options for other reimbursement. Grant funding cannot be used to reimburse for services that are able to be billed to a third party. A Grantee cannot use grant funds in lieu of billing for services to a third party.

2.6.3 Submission & Validity of Applications

All applications must be submitted via the OCM eGrants system. EMAILED AND PAPER 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 an application or for any work performed prior to the formal execution and approval of an awarded grant contract.

Applicants must submit their application(s) on or before the due date and time as indicated on page 2 – Key Events. Applicants assume all risks for timely, properly submitted deliveries.

Any Application received after the established time will not be allowed in the system. A Late Application will 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 180 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 180-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.

3. Application Review Process

Applications will be evaluated and scored based upon the criteria set forth in this Section. Each application will be scored on its individual merit and not compared to other applications.

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 OCM 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 within an application will be scored and those category scores will be totaled for a combined overall 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 20 of the total available points between evaluator’s overall scores, an additional reviewer may rate the affected application(s) and the average of all the scores will determine the final evaluation score.

Applications that are determined not to meet the minimum qualifications, as set forth in Section 1.4 will be rejected and not considered for funding.

Eligible applications will be reviewed and scored by teams of trained reviewers using a structured, pre-approved review tool. Applications that achieve a minimum passing score of 65/100 points or higher will be designated as “passing” and considered for funding.

Awards will be distributed until all available funding is exhausted or all successful applications are funded.

To ensure limited resources are available to areas of the State where funding can have the most impact, funds will be distributed based on highest scoring application, paired with prioritization methodology detailed below in Section 5 – Selection and Funding Methodology.

4. Application Evaluation Criteria

A. Project Proposal – 70 Points

Each Application will be evaluated pursuant to the items submitted in Section 2.6.2 – Applicant’s Response, Part A (Project Proposal), as to the extent to which it addresses the goals and requirements of the Application.

1. Community and Organization Description – **30** points
2. Project Description; Project Design, Implementation, and Evaluation; Project Workplan – **40** points

B. Project Budget Narrative – 30 Points

Each Application will be evaluated pursuant to the items submitted in Section 2.6.2 – Applicant’s Response, Part E (Project Budget & Narrative Justification) as to the extent to which proposed costs are cost-effective and reasonably aligned with the goals and requirements of the Application and the proposed project.

5. Selection and Funding Methodology

The grants will be awarded using the methodology described below.

To ensure limited resources are available to areas of the State where funding can have the most impact, this procurement aims to prioritize funding to areas identified as high-need for youth-oriented services and that include **communities that faced harms associated with prior drug policies, disproportionate enforcement, and incarceration**. At the same time, this procurement aims to ensure there are opportunities across the State to support youth-oriented services. To that end, OCM will use a two-tiered methodology to prioritize awards. First, OCM and the CAB have identified 13 Priority Counties that have a higher-than-average burden of children and teens living in poverty: Bronx, Erie, Kings, Monroe, Nassau, New York, Onondaga, Orange, Queens, Richmond, Rockland, Suffolk, Westchester.¹ Second, OCM also

¹ U.S. Census Bureau. (2022). Poverty Status in the Past 12 Months. *American Community Survey, ACS 5-Year Estimates Subject Tables, Table S1701*. Retrieved April 18, 2024, from [https://data.census.gov/table/ACSST5Y2022.S1701?q=childhood poverty&t=Age and Sex:Income and Poverty&g=040XX00US36,36\\$0500000](https://data.census.gov/table/ACSST5Y2022.S1701?q=childhood%20poverty&t=Age%20and%20Sex:Income%20and%20Poverty&g=040XX00US36,36$0500000).

intends to make at least one award within each Empire State Development (ESD) Region to ensure geographic distribution of awards across the State.²

See Table 1 for an outline of the two-tiered methodology. Applications will be ranked by score and awards will be made to the highest scoring applicant from each jurisdiction in each step until funding is exhausted or awards have been made to all acceptable scoring applicants. Note, Table 1 assumes there are acceptable scoring applicants from each Priority County and ESD Region; if an acceptable scoring application is not received from a particular Priority County or ESD Region, that jurisdiction will be skipped. OCM reserves the right to limit awards to a maximum of three awards per Priority County or ESD Region.

Table 1. Two-Tiered Funding Methodology

Step	Jurisdictions	Number of Awards	Amount of Funding
1	Priority Counties: Bronx, Erie, Kings, Monroe, Nassau, New York, Onondaga, Orange, Queens, Richmond, Rockland, Suffolk, Westchester*	Maximum 13*	Maximum \$1,300,000*
2	ESD Regions: Capital Region, Central, Finger Lakes, Long Island, Mid-Hudson, Mohawk, New York City, North Country, Southern Tier, Western†	Maximum 10†	Maximum \$1,000,000†
3	Repeat Step 1 then Step 2, awarding the next highest applicant for each jurisdiction	Minimum 27*	Minimum \$2,700,000*

*Note, in Step 1 the highest scoring applicant in each Priority County will be awarded, resulting in one award per Priority County. If a Priority County does not receive an acceptable scoring application, it will be skipped by this step and fewer than 13 awards will be made in Step 1.

†Note, in Step 2 the highest scoring applicant in each ESD Region will be awarded, resulting in one award per ESD Region. If an ESD Region does not receive an acceptable scoring application, it will be skipped by this step and fewer than 10 awards will be made in Step 2.

5.1 Tie Breakers

In the event that two or more of the applications have a tied score after final calculation of all categories, the application with the higher score in the **Project Proposal** section of the application will act as a first level tie breaker.

If the scores still remain tied, the second tie breaker will be the application with the highest score in the **Project Design, Implementation, and Evaluation** within the Project Proposal section of the application.

The third level tie breaker will be points awarded in question one of the Project Design, Implementation, and Evaluation section (Description of the proposed project). The fourth level tie breaker will be total points

² Empire State Development Regions: <https://esd.ny.gov/regions>

awarded in question two of the Project Design and Implementation section (Outreach strategies). The fifth level tie breaker will be points awarded in question three of the Project Design and Implementation section (Cultural and linguistic relevance). The sixth level breaker will be points awarded in question four of the Project Design and Implementation section (Proposed Project Approach). And the final tie breaker will be points awarded in question five of the Project Design and Implementation section (Project sustainability).

5.2 Notification of Award

After the evaluation, all Applicants will be notified of the name of the selected Applicants. The selected Applicants will be notified that their submitted response has been selected and that a contract will be forthcoming for execution.

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

6. Administrative Information

6.1 Issuing Office

This solicitation is being released by the New York State Office of General Services Division of Financial Administration on behalf of the New York State Office of Cannabis Management.

6.2 Grant Funding

Funding agreements and funding are subject to the availability of funds. Funding is not guaranteed. Modifications or additional requirements may be imposed during the agreement period. The primary source of this grant funding is from the Community Grants Reinvestment Fund. This revenue source does not guarantee a consistent funding level year-to-year and cannot be considered automatically renewable from one year to the next. Sustainability planning is expected to take place to maintain any grant-funded service expansion.

6.3 Method of Award

Up to \$5,000,000 in grants will be distributed throughout New York State during the inaugural round that Community Reinvestment Program grants funding is distributed. These awards shall be based on the criteria stated in Section 4 - Application Evaluation Criteria.

Upon selection of each applicant, a Contract for Grants, a sample of which is attached to the RFA as Appendix C - Sample Master Grant Contract, will be prepared with the successful Applicant's information. This Contract will be forwarded to the successful Applicant for execution and returned to the Issuing Office to be processed for all necessary signatures and State approvals. There may be additional documents that the Applicant will need to complete and return to complete the award process. Upon final approval, a fully executed copy will be forwarded to the Grantees.

6.4 Reporting Requirements

At a minimum, the following reports must be submitted on a quarterly basis. Progress reports must capture performance measures as established by OCM and the CAB. The reports must quantitatively capture their activities and outcomes based on the following project objectives:

1. A **complete** itemized account of every expenditure for which the grant funding was used. This must include documentation to support every expenditure (e.g., copies of receipts, certified personnel pay records).

2. Provide quarterly narrative reports describing the progress of the project with respect to:
 - a) Summarization of the services rendered during the quarter;
 - b) Detailed report analyzing the quantitative aspects of the project plan success in meeting Work Plan objectives and performance measures and significant accomplishments achieved;
 - c) Barriers encountered;
 - d) Plans to address noted problems; and
 - e) Quantitative and qualitative data on project participants.

A final report must be submitted at the end the contract term, which must include:

- a) A description of the project, including the target population(s) served by the project, the unmet needs that the project sought to address, and all relevant metrics demonstrating the progress that the project has made during the reporting period in serving the needs of its target population(s); and
- b) A written evaluation from the organization's leadership directly involved in the project summarizing the project's successes and shortcomings and describing steps to be taken toward sustaining the project's successes and improving the project's shortcomings.

6.5 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 OCM.

This claim for payment voucher must contain the Contract ID number (e.g.: ABC01-C00XXXX-1020300). OCM 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 claims for payment vouchers and supporting documentation will be submitted in the OCM eGrants system.

6.6 Electronic Payments

Grantees shall provide complete and accurate claim vouchers in order to receive payment. Claim vouchers submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for claim vouchers submitted by the Grantee 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 Grantee 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. The awarded Applicant or Grantee acknowledges that it will not receive payment on any claim voucher 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.

Please note that in conjunction with New York State's implementation of a new Statewide Financial system,

OSC requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

6.7 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.

6.8 Conflict of Interest

Any Applicant offering to provide services pursuant to this RFA, as a Grantee 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 not-for-profit, attesting that:

- a) 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.
- b) 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.

6.9 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 required Submission of Applicant Questions as identified on page 2 - 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 on page 2 - Key Events (if the response results in a change to the solicitation), or directly to the requesting applicant.

6.10 Dispute Resolution

It is the policy of OGS's 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.

6.11 Examination of Application Documents

1. 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.
2. 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.
3. Any Applicant in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to the designated contact, listed in Section 1.3 of the RFA, 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 on page 2 - 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 Application Calendar.
4. 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.
5. 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.

6.12 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.

6.13 Debriefings

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Applicant 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 identified in Section 1.3 of RFA.

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.

6.14 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all Applications received in response to this Solicitation.
2. 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 application or contracts.
3. Correct Applicant's mathematical errors and waive or modify other minor irregularities in Applications received, after prior notification to the Applicant.
4. 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.
5. Utilize any and all ideas submitted in the applications received.
6. Negotiate with Applicants responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with other Grantees 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 Grantee within 21 days of selection notification.
8. Waive any non-material requirement not met by all Applicants.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple grant awards pursuant to the Solicitation.
12. Have any service completed via separate competitive application or other means, as determined to be in the best interest of the State.
13. Seek clarifications of Applications.
14. Disqualify any Applicant whose conduct and/or Application fails to conform to the requirements of the RFA.
15. Prior to the application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
16. Waive any requirements that are not material.
17. If two or more applications are found to be substantially equivalent, the New York State Office of Cannabis Management's Director of Administration, at their sole discretion, will determine award using the pre-established process.

Important 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.

7. Contract Clauses and Requirements

7.1 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 Contract 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 – Standard Clauses for New York State Contracts
2. The Contract for Grants executed by the Grantee
3. RFA Number 2816 (This Document) and any amendments or updates
4. The Grantee’s Application

7.2 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 an Offerer/Applicant during the procurement process. An Offerer/Applicant is restricted from making contacts from the earliest notice of intent to solicit offers/Applications through final award and approval of the Procurement Contract by OGS and, if applicable, OSC (“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 of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Applicant pursuant to these two statutes. Certain findings of non- responsibility can result in rejection for grant award and in the event of two findings within a four-year period, the Offerer/Applicant is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

7.3 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 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 organization’s Application contains any such trade secrets or other confidential or proprietary information, you must submit a request to except 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 Applicant Information Page found in RFA Appendix B hereto. Requests for exemption of the entire contents of an 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 organization.

7.4 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 OCM of any changes in the legal status or principal ownership of its organization 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 OCM.
- 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 Grantee 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 Grantee for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Grantee.
- g) OCM/OGS interpretation of specifications shall be final and binding upon the Grantee.
- h) The Commissioner of General Services will make no allowance or concession to the Applicant/Grantee 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/Grantee has based its application on the more expensive option. Final decision will rest with OGS/OCM.
- 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, OGS may terminate the contract and award any remaining funds to another Grantee.

7.5 Extent of Services

OCM reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any grant resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by OSC.

7.6 Termination

A. Termination

OGS may at the request of OCM, upon 30 days' notice, terminate any contract resulting from this solicitation in the event of the Grantee's failure to comply with any of the contract requirements unless the Grantee obtained a waiver of the requirement.

In addition, OGS 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, OGS, on behalf of OCM, 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

OGS 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, OGS 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 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 OGS, its agents and employees therefore for lost profits or any other damages.

7.7 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 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 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. OGS 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: <http://www.osc.state.ny.us/vendors/index.htm>

Form to be completed: <https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>

7.8 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 Application process, termination of contract, and/or other civil or criminal proceedings as required by law.

7.9 Indemnification

The Grantee 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 Grantee, its officers, agents, subcontractors or

employees, or the failure by the Grantee, 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.

7.10 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any grant 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.

7.11 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.

Proposers need to be aware that OGS strongly encourages Bidders, 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, bidders/proposers 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 bidders/proposers 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.

7.12 Sexual Harassment Prevention

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

If the Bidder cannot make the required 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. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found in Appendix B – NYS Required Certifications, which Bidder must submit with its bid.

Pursuant to N.Y. State Finance Law § 139-I, 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.

8. Reference Information

8.1 About Communities Disproportionately Impacted (CDIs) by Cannabis Prohibition

In designing the first year of Community Reinvestment Program Grants focused on youth-based services, we sought a method to identify regions within the state where limited resources could achieve the most significant impact. The Office and CAB determined that childhood poverty data was a crucial indicator for this purpose. To ensure our county prioritization methodology aligns with the Community Reinvestment Program Grant’s goal of reinvesting in communities disproportionately affected by historical federal and state drug policies, we mapped the priority county data against CDI data. We confirmed that every county with at least one CDI from 2000 to 2020 is included among the priority counties. Prioritizing CDIs across New York in the inaugural year of this grant cycle is crucial, as it underscores the Office of Cannabis Management’s commitment to equity and ensures that all initiatives and policies are designed to address the needs of the communities most impacted by past injustices.

The MRTA required OCM to study and identify CDIs by cannabis prohibition. Section 87 of the Cannabis Law defines a CDI as “a history of arrests, convictions, and other law enforcement practices in a certain geographic area, including, but not limited to, precincts, zip codes, neighborhoods, and political subdivisions, reflecting disparate enforcement of cannabis prohibition during a specific time period relative to the rest of the state.” OCM utilized data from decennial census surveys and data provided by the Division of Criminal Justice Services on the residential address of all individuals arrested in New York State from 1980 through 2021, and with that was able to determine the arrest rates for the state as a whole and local census tract. Where the local arrest rate substantially exceeded the state’s arrest rate, OCM designated the area as a CDI. This map can be viewed at <https://cannabis.ny.gov/social-and-economic-equity>

The enforcement of cannabis prohibition has had devastating effects on numerous communities, which continue to endure the repercussions of the state's legacy of harsh drug laws. Decades of excessive policing and systemic arrest and incarceration rates have disproportionately harmed the financial, economic, and psychological well-being of these communities and families. Children whose parents have been incarcerated due to cannabis-related offenses are more likely to experience economic and social hardship.³ Cannabis prohibition's negative impacts have only widened pre-existing disparities in public investment, educational attainment, public health outcomes, and wealth creation in CDIs relative to the rest of the state.

The CDI census tracts demonstrate that approximately one quarter of New York State's population experienced three quarters of the arrests over the last four decades. OCM estimates that out of 1.3 million cannabis-related arrests, 57 percent of those arrested were Black individuals and 25 percent were Hispanic individuals. The staggering racial disparities in cannabis arrests in New York's criminal justice system has directly contributed to longstanding economic disparities. The enforcement of cannabis prohibition has had devastating effects on numerous communities, which continue to endure the collateral consequences of the State's legacy of harsh drug laws. Decades of excessive policing and systemic arrest and incarceration rates have disproportionately harmed the economic, social, psychological, and financial well-being of these communities and their families. For further detail on the long-standing impacts CDIs have experienced and the process to identify them, OCM has published the Social and Economic Equity (SEE) Plan, <https://cannabis.ny.gov/new-york-social-and-economic-equity-plan>

Cannabis prohibition's negative impacts have only widened pre-existing disparities in public investment, educational attainment, public health outcomes, and wealth creation in neighborhoods with CDIs relative to the rest of the state. The criminalization of cannabis has also had ripple effects on families as well. Children whose parents have been incarcerated due to cannabis-related offenses are more likely to experience economic and social hardship.

Applicants can also view a map of all CDIs at <https://docs-ocm.ny.gov/CDI.html>

8.2 About American Community Service (ACS) Census Data

In designing the first year of Community Reinvestment Program Grants focused on youth-based services, we sought a method to identify regions within the state where limited resources could achieve the most significant impact. The Office and CAB determined that childhood poverty data was a crucial indicator for this purpose. To ensure our county prioritization methodology aligns with the Community Reinvestment Program Grant's goal of reinvesting in communities disproportionately affected by historical federal and state drug policies, we mapped the priority county data against CDI data. We confirmed that every county with at least one CDI from 2000 to 2020 is included among the priority counties. Prioritizing CDIs across New York in the inaugural year of this grant cycle is crucial, as it underscores the Office of Cannabis Management's commitment to equity and ensures that all initiatives and policies are designed to address the needs of the communities most impacted by past injustices.

³ Reed, D., & Reed, E. (1997). Children of Incarcerated Parents [Review of Children of Incarcerated Parents]. *Social Justice*, 24(3), 152–169.

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 2816

Appendix B – Required Forms

Required Forms – Table of Contents

The following required forms are to be submitted with the proposer's proposal. The forms include:

- Contractor Information Page
- Applicant Certification and Affirmation
- NYS Required Certifications
 - Non-Collusive Bidding Certification
 - Executive Order No 177 Certification
 - State Finance Law § 139-I Certification
- Certification Under Executive Order No. 16 - Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- EEO 100 - Equal Employment Opportunity Staffing Plan
- MWBE 100 - MWBE Utilization Plan

Contractor Information

Solicitation Number 2816

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

Please identify if any of the following apply:

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
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	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p>the clause entitled “Freedom of Information Law / Trade Secrets” of this Solicitation before answering).</p>		
<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>		

Applicant Certification and Affirmation

Applicant certifies and affirms as follows:

1. This Application is an irrevocable offer for 60 days from the date of submission to the New York State (“NYS”) Office of General Services (“OGS”), or for such longer period as is set forth in the Request for Applications (“RFA”).
2. The Applicant can and will, if awarded a grant, use the funds in the manner described in the RFA.
3. The Applicant has read and understands the provisions of the RFA, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts).
4. The information contained in this Application is complete, true, and accurate.

The signer affirms under penalties of perjury that they are duly authorized to legally bind the Applicant referenced above and that they signed this Applicant Certification as the legally binding act of the Applicant.

Print Full Applicant Entity Name

By: _____
Signature of Person Authorized to Legally Bind the Applicant

Print Name of Signatory

Print Title of Signatory

Date

RETURN THIS PAGE AS PART OF APPLICATION

NYS REQUIRED CERTIFICATIONS

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).

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.

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	

Certification Under Executive Order No. 16- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Authorized Signature		Date	
Print Name		Title	
Company Name			
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.: 2816	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								Veteran						
		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)		(M)	(F)	(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.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		



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.

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 #2816

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. By submission of this Plan, the Bidder/Contractor commits to good faith efforts in the utilization of MWBE subcontractors and suppliers as required by the MBE/WBE goals contained in the Solicitation/Contract. Making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		MWBE Goals In Contract	
Bidder/Contractor Name:	NYS Vendor ID:	MBE	%
Bidder/Contractor Address (Street, City, State and Zip Code):		WBE	%
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: <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 _____ %			

FOR OGS MWBE USE ONLY

OGS MWBE Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> 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/ VendorSearchPublic.asp?TN=ny&XID=2528>
Note: All listed Subcontractors/Suppliers will be contacted and verified by OGS.

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation #2816
--------------------------------	------------------------------------

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 _____ %

APPENDIX C – SAMPLE MASTER GRANT CONTRACT

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>Office of Cannabis Management 1220 Washington Ave. Harriman Campus, Building 9, 4th Floor Albany, NY 12226</p>	<p>BUSINESS UNIT/DEPT. ID: ABC01/1020300</p> <p>CONTRACT NUMBER: CXXXXXX</p> <p>CONTRACT TYPE (select one):</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal (list periods):</p> <p><input type="checkbox"/> Amendment (list periods):</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number:</p> <p>Federal Tax ID Number:</p>	<p>PROJECT NAME:</p> <p>Community Grant Reinvestment Fund ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input type="checkbox"/> Municipality</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input checked="" type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

CXXXXXX

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 4/1/2025 To: 3/31/2027</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</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
--	---

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:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

Office of Cannabis Management _____

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # CXXXXX

**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

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.

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 work and operations naming as additional insured (via

ISO form CG 20 10 12 19, 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	
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 one (1) year, commencing upon acceptance of the work, as required by the Contract.

2. 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.

**ATTACHMENT 1
Attestation Form**

Please review the attestation form below thoroughly. Print a physical copy and ensure that the Executive Director attests to each statement and initials where requested. The Executive Director must sign the document using blue or black ink and provide their name, title, and date where indicated.

Once completed, upload this document as a PDF to the Application Attachments Form in eGrants.

The applicant attests to the following:

- I hereby affirm that I am a principal officer, partner, owner, or other individual duly authorized on behalf of the named entity of this disclosure to complete and submit this form on behalf of the named entity.
 - Initials: _____
- I hereby verify and affirm under penalty of perjury that all information, documentation, attestations, and assurances submitted to the State are not fraudulent, false, or misleading.
 - Initials: _____
- I hereby verify and affirm that the organization I represent in this application provides services to youth aged 0-24
 - Initials: _____
- I hereby verify and affirm under penalty of perjury that all statements and accompanying documents are true and accurate.
 - Initials: _____
- I hereby affirm that an on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website¹ within the last six months.
 - Initials: _____
- I hereby acknowledge that I am submitting this application by electronic means, using an electronic signature, and my electronic signature, including my initials entered herein, are the legal equivalent of my manual signature on this document.
 - Initials: _____

Signature: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT 2
SUBCONTRACTOR BUDGET**

PROJECT NAME:

SUBCONTRACTOR NAME:

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

Instructions: Fill out the Project Name and Subcontractor Name fields.

Do not type anything in the Grant Funds Requested fields on this page; those fields will be automatically filled out with the values on the following pages.

**SUBCONTRACTOR BUDGET
PERSONAL SERVICES DETAIL**

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

Instructions:

Salary: Fill out the Title, Annualized Salary, Work Week, Percent Effort, and Number of Months funded. The grant funds amount will be calculated in the Total field. (Annualized salary /12 times Percent Effort times number of months)

Fringe: Type the Description in the Type/Description field and the dollar amount in the Total field. The totals will be automatically calculated and entered on the first page.

SUBCONTRACTOR BUDGET
NON-PERSONAL SERVICES DETAIL

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

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

Instructions: Fill out the Type/Description fields.
Enter the dollar amount in the Total column.
The Category Totals will be automatically calculated and entered on the first page.

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

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

Instructions: Fill out the Type/Description fields.
Enter the dollar amount for that line in the Total column.
The Category Totals will be automatically calculated and entered on the first page.

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

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

Instructions: Fill out the Type/Description fields.
Enter the dollar amount for that line in the Total column.
The Category Totals will be automatically calculated and entered on the first page.

