

**STATE OF NEW YORK
AGREEMENT**

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face page attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, 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 this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor 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.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the Contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.
- D. CONTRACTOR shall comply with provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR's negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR's agents, officers, employees or subcontractors.

APPENDIX A

Standard Clauses for All New York State Contracts

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by

reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants 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 contractors execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (I) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office 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 State Finance Law §165. (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
 30 South Pearl Street, 7th floor
 Albany, New York 12245
 Telephone: 518-292-5220
 Fax: 518-292-5884 <http://www.empire.state.ny.us>

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 Division
 30 South Pearl Street, 2nd floor
 Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (I) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A1

Agency-Specific Clauses

I. General

- A. For the purposes of this Agreement, the terms "State" and "Department" are inter-changeable, unless the context requires otherwise.
- B. The Contract Period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed. Costs incurred for project activities conducted prior to or after the Contract Period will not be reimbursed under this Agreement.
- C. The Contractor and Project (as described in the Legislative Initiative Form provided to the Contractor by the Department and incorporated herein by references and as detailed in the Program Workplan, Appendix D) have been identified to the Department for receipt of a local grant award not to exceed the Funding Amount as set forth on the Contract Face Page.
- D. The Department shall not be liable for expenses of any kind incurred in excess of the Funding Amount, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
- E. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives set forth in Appendix D in accordance with: provisions of this Agreement; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. Pursuant to the provisions set forth in Section V., page 4 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at anytime during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.

II. Funding

- A. Funding for this project has been appropriated in the Community Projects Fund as established by Section 99-d of the State Finance Law (Chapter 474 of the Laws of 1996). Pursuant to Paragraph 6(a) of Section 99-d, “The state shall not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient monies are available for transfer to such account of this fund, after required transfers pursuant to subdivision three of this section.”
- B. Notwithstanding the Contract Period set forth on the Face Page, absent reappropriation in the subsequent State budget, funds for this project will cease to be available for payments on September 15, 2010; in that event, to afford reasonable assurance that payment can be made by the Department, final payment requests must be received by the Department's payment office by not later than August 15, 2010.

III. Terminations

- A. In addition to any other actions authorized by this Agreement, the Department may terminate the Agreement in the best interests of the State of New York by providing written notice to the Contractor as provided in this Agreement.
- B. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the Contractor would otherwise be entitled an amount equal to the monies demanded.

- C. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

IV. Vendor (Contractor) Responsibility

- A. The Department is required to conduct a review of a prospective contractor to provide reasonable assurance that the contractor is responsible. To be considered responsible a contractor should have appropriate legal authority to do business in New York State, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls and acceptable performance on previous governmental contracts, if any. The State and any of its agencies may use information gathered from whatever resources it deems appropriate to assist in making a responsibility determination.
- B. If the prospective contractor is a non-governmental entity, a Vendor Responsibility Questionnaire is included with the contract package. This Questionnaire is designed to provide information to assist the contracting agency in assessing a contractor's responsibility prior to entering into a contract and must be completed and returned with the contract.
- C. Contractor hereby acknowledges that, where required, the Vendor Responsibility Questionnaire is made a part of this contract by reference hereto and that any misrepresentation of fact in the Questionnaire and attachments, or in any contractor responsibility information that may be requested by the Department, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the Questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

- D. Should it be determined at any time that a contractor is not responsible, the Department will notify the contractor in writing setting forth the basis for the determination and affording the contractor reasonable time in which to refute the determination, justify why the basis for the determination is not relevant to this contract or to take corrective action to eliminate the responsibility impediment. If the responsibility condition cannot be reconciled to the satisfaction of the Department and the State, the contract, or contract offer will be terminated by written notification.

V. Certification Appendix

A. The Office of the Attorney General requires that a Certification Appendix be completed by non-governmental entities who enter into Legislative Member initiative contracts with the State Agencies.

B. If the Prospective contractor is a non-governmental entity the Certification Appendix is included with the contract and must be completed and returned.

C. Contractor hereby acknowledges that, where required, the Certification Appendix is made a part of this contract by reference hereto and that any misrepresentation of fact in the Certification Appendix may result in termination of this contract.

VI. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement, or amendments thereto, allocates funds totaling \$50,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$50,000, it shall be deemed to be fully executed when approved by the Office of the State Comptroller.

Article 15-A of the New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.

- The contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.
- The contractor will state in all solicitations and 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.
- The contractor will, at the request of the Department, 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 because 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.
- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.
- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the

state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.

- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-5741. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us>, double click (left column) on: **NY ♥ BIZ** (Doing Business in New York); put the cursor over: Small and Growing Business and, from that menu, click on: Minority and Women-Owned Business. From the center column, highlighted in blue, click on the bullet: "[Search the Directory of Certified Minority- and Women-Owned Business Enterprises.](#)" The Department makes no representation with respects to the availability or capability of any business listed in the Directory.

APPENDIX B

Budget

Budget Summary Sheet

A. SALARIES, WAGES AND FRINGE	\$ _____
B. TRAVEL	\$ _____
C. SUPPLIES/MATERIALS	\$ _____
D. EQUIPMENT	\$ _____
E. CONTRACTUAL SERVICES	\$ _____
F. OTHER	\$ _____
TOTAL	\$ _____

The **TOTAL** of your **BUDGET** must equal the amount of your allocation as shown on the **CONTRACT FACE PAGE!**

The **BUDGET** is intended to show the items of expense which will be funded under this Contract. Please do not show the entire cost of the project if it exceeds the amount of funding provided by this Contract.

Questions regarding Budget preparation? Call 518-486-3905

Budget Detail Sheet

C. SUPPLIES/MATERIALS

Please use general categories such as office supplies, printing supplies, small tools, building materials and like category descriptions. Indicate the cost of each category.

TOTAL SUPPLIES/MATERIALS

\$ _____

D. EQUIPMENT

Please list each item of equipment that exceeds \$200.00 per item and has a useful life of one year or more. Group items of less than \$200.00 each into general categories indicating total cost per category.

TOTAL EQUIPMENT

\$ _____

Budget Detail Sheet

E. CONTRACTUAL SERVICES

This category includes items such as telephone, postage, rent, utilities, rental or repairs to equipment, lease of equipment, contracted services and contracted construction costs.

TOTAL CONTRACTUAL SERVICES

\$ _____

F. OTHER

Please specify what these costs are.

TOTAL OTHER

\$ _____

APPENDIX C

Payment and Reporting Schedule

- I. **This is a true cost reimbursement Agreement.** The Contractor may claim and be reimbursed for eligible project costs incurred **and paid for** by the Contractor. Eligible project costs must be incurred and goods and services must be received and accepted by the Contractor within the Contract Period. The total of such reimbursement shall not exceed the Funding Amount for this Agreement and shall be claimed by the Contractor in accordance with the payment option selected below.

PAYMENT OPTIONS

Option A: Payment-In-Full For Completed Project

1. In the event that the project has been completed and all eligible project costs incurred within the Contract Period have been paid for, the Contractor may request a one-time payment-in-full.
2. Upon full execution of the Agreement, a copy of the fully-executed Agreement and payment request documents and instructions for claiming payment-in-full will be sent to you.
3. Reimbursement for eligible project costs incurred and paid for by the Contractor will be made upon receipt and approval of a properly completed payment request submitted in accordance with II. (page C-2).

Option B: Periodic Progress Payments

1. Contractor may request periodic progress payments not more than once a month for eligible project costs incurred following full execution of the Agreement by both parties.
2. Upon full execution of the Agreement, a copy of the fully-executed Agreement and payment request documents and instructions for claiming progress payments will be sent to you.
3. Reimbursement for eligible project costs incurred and paid for by the Contractor will be made upon receipt and approval of properly completed payment requests submitted in accordance with II. (page C-2).

Option C: Advance and Progress Payment(s)

1. Contractor may request an advance equal to twenty-five percent (25%) of the Funding Amount. The advance, if requested, may be due, but is not payable until the contract is fully-executed.
 2. Upon full execution of the Agreement, a copy of the fully-executed Agreement and payment request documents and instructions will be sent to you.
 3. Complete a Standard Voucher in accordance with the instructions inserting the statement "25% Advance" in section 6. Submit the completed advance voucher to the Department in accordance with the instructions.
 4. Then submit progress payments not more than once a month in accordance with the instructions. Upon receipt of a progress payment request submitted in accordance with II. below, the Department will determine the total eligible costs, deduct 25 percent of that amount to document advance funds received, and pay the balance to the Contractor.
 5. Upon termination of this contract, the full amount of undocumented advance funds shall become immediately due and owing to the Department.
- II. Payment requests as provided for in Option A, B or C above shall be submitted to the Department's designated payment office at the following address:
- New York State Department of State
Contract Administration Unit - LMI
One Commerce Plaza, 11th Floor
99 Washington Avenue
Albany, New York 12231-0001
- A. Payments shall be made to the Contractor upon the submission by the Contractor of properly executed payment requests. Each such request shall contain the following: (1) "Summary Sheet Documentation Forms" as provided by the Department, for documentation of actual and eligible expenditures; (2) a narrative progress report describing in detail all significant project accomplishments for which reimbursement is claimed, with dates of completion and check numbers; and (3) a properly completed Standard Voucher.

- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.
 - C. Payment requests as described in II.A. shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.
 - D. Claimed expenditures per cost category may exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%) or \$1,000, whichever is greater, without approval of the Department, provided that the Funding Amount is not exceeded. Any expenditure in excess of such 10% or \$1,000 shall require an amendment to the Project Budget submitted in writing by the Contractor. If the total Contract amount is in excess of \$50,000, any changes to the cost categories in excess of 10% will require prior approval by the Office of the State Comptroller in addition to the approval of the Department. No expenditures shall be allowed for items not set forth in the Project Budget.
 - E. Any payment request for any period during which all Project activities shall have been completed shall be submitted as the Contractor's final payment request and shall be clearly labeled FINAL.
 - 1. If a final progress narrative report is required to be submitted, it must describe in reasonable detail, the nature and degree of the Project's completion and results.
 - 2. If the Contractor has received prior payments exceeding total eligible expenditures, Contractor shall remit such excess to the Department with such FINAL request.
- III. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.

- A. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible costs to determine the net eligible costs to be reimbursed by the Department.
- B. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment.
- C. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or Project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- D. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and Project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six (6) years following termination of this Agreement.

APPENDIX D

Program Workplan

Recipient Organization Name: _____ Type: _____

Program Contact Person: _____

Daytime Phone: (____) _____

Fax: (____) _____

NARRATIVE

(MUST BE COMPLETED FOR ALL PROJECT TYPES AND PAYMENT OPTIONS)

(ATTACH ADDITIONAL PAGES AS NEEDED)

APPENDIX E

CHARITIES AND CHARITABLE TRUSTS

Most not-for-profit organizations (including corporations and charitable trusts) are required to file annual financial reports with the Attorney General. This requirement is found in Article 7-A of the Executive Law and Article 8 of the Estates, Powers and Trusts Law (EPTL). Specifically, Section 8-1.4 of the EPTL states:

(a) For the purposes of this section, “trustee” means (1) any individual, group of individuals, corporation or other legal entity holding and administering property for charitable purposes, whether pursuant to any will, other instrument or agreement, court appointment, or otherwise pursuant to law, over which the attorney general has enforcement or supervisory powers, (2) any non-profit corporation organized under the laws of this state for charitable purposes, and (3) any non-profit foreign corporation organized for charitable purposes, doing business or holding property in this state. Neither a foreign corporation nor a trustee acting under the will of, or any agreement executed by, a non-resident of this state shall become subject to the provisions of this section merely by reason of maintaining a bank, custody, investment or similar account in this state.

(s) A trustee shall not be qualified to make application for funds or grants or to receive such funds from any department or agency of the state without certifying compliance with paragraphs (d), (f), and (g) of this section and all applicable registration and reporting requirements of Article 7-A of the Executive Law.

In addition, please note that the new Charities Registration number is a 6-digit number with a hyphen after the second and fourth digits.

Pages E-2 and E-3 contain the inclusive listing of exemptions to the registration and reporting requirements of each article of law cited above.

If the Contractor qualifies for exemption from either article of law, place the complete number, i.e., 2(b), of the exemption in the respective section of Box 4 on the Contract Face Page.

Any questions regarding the statutory requirements or applicability to your organization should be directed to:

Office of the Attorney General
Charities Registration Bureau
120 Broadway
New York, New York 10271
212-416-8400 / 212-416-8401

CHARITIES REGISTRATION EXEMPTIONS

EXECUTIVE LAW, ARTICLE 7-A

1. This article shall not apply to corporations organized under the religious corporations law, and other religious agencies and organizations, and charities, agencies, and organizations operated, supervised, or controlled by or in connection with a religious organization.
2. The following persons shall not be required to register with the attorney general:
 - (a) An educational institution confining its solicitation of contributions to its student body, alumni, faculty and trustees, and their families.
 - (b) Fraternal, patriotic, social, alumni, law enforcement support organizations and historical societies chartered by the New York state board of regents when solicitation of contributions is confined to their membership.
 - (c) Persons requesting any contributions for the relief of any individual, specified by name at the time of solicitation, if all of the contributions collected, without any deductions whatsoever, are paid to or for the benefit of the named beneficiary.
 - (d) Any charitable organization which does not intend to solicit and receive and does not actually receive contributions in excess of twenty-five thousand dollars during a fiscal year of such organization, provided none of its fund raising functions are carried on by professional fund raisers or commercial co-venturers. However, if the gross contributions received by such charitable organization during any fiscal year of such organization shall be in excess of twenty-five thousand dollars, it shall within thirty days after the date it shall have received total contributions in excess of twenty-five thousand dollars register with the secretary as required by section one hundred seventy-two of this article.
 - (e) Any charitable organization receiving an allocation from a federated fund, incorporated community appeal or a united way, provided such fund, appeal or united way is complying with the provisions of this article relating to registration and filing of annual reports with the secretary, and provided such organization does not actually receive, in addition to such allocation, contributions in excess of twenty-five thousand dollars during the fiscal year, and provided further that all the fund-raising functions of such organizations are carried on by persons who are unpaid for such services. However, if the gross contributions other than such allocation received by such charitable organization during any fiscal year of such organization shall be in excess of twenty-five thousand dollars, it shall within thirty days after the date it shall have received such contributions in excess of twenty-five thousand dollars register with the secretary as required by section one hundred seventy-two of this article.
 - (f) A local post, camp, chapter or similarly designated element, or a county unit of such elements, of a bona fide veterans' organization which issues charters to such local elements throughout this state, a bona fide organization of volunteer firemen, an organization providing volunteer ambulance service (as defined in section three thousand one of the public health law) or a bona fide auxiliary or affiliate of such organizations, provided all its fund-raising activities are carried on by members of such an organization or an affiliate thereof and such members receive no compensation, directly or indirectly, thereof.
 - (g) An educational institution which files annual financial reports with the regents of the university of the state of New York as required by the education law or with an agency having similar jurisdiction in another state or library which files annual financial reports as required by the state education department.
 - (h) A charitable organization which receives all or substantially all of its funds from a single governmental agency and reports annually to that agency provided such reports contain financial information substantially similar in content to that required by subdivision one of section one hundred seventy-two-b of this article; provided, however, that such organization may receive no more than twenty-five thousand dollars from sources other than the government agency to which it reports.
 - (I) Any police department, sheriff's department or other governmental law enforcement agency.
 - (j) The state parent teachers association and any parent teachers association affiliated with an educational institution that is subject to the jurisdiction of the state education department.
3. In addition to the statutory exemptions, the following are also exempt:
 - (a) Any Municipality.
 - (b) Fire Districts, School Districts, and Water Districts.

CHARITABLE TRUSTS REPORTING EXEMPTIONS
ESTATES, POWERS AND TRUSTS LAWS
EXECUTIVE LAW, ARTICLE 8, SECTION 8-1.4(b)

The registration and reporting provisions of this section do not apply to:

1. Contractor is not a Trustee as define in Section 8-1.4(a) set forth in Appendix E.
2. Government entity
3. Entity required by law to complete an annual report to either the United States Congress or the New York State Legislature;
4. Religious organizations;
5. Educational institution incorporated under the Education Law or by special act;
6. Hospital;
7. Fraternal, patriotic, social, student, alumni, veterans, volunteer firefighters, volunteer ambulance workers' organization or historical society chartered by the New York State Board of Regents;
8. Trust or estate for which there is a corporate trustee acting as sole trustee or co-trustee under the will of a decedent who died domiciled outside New York or a trust instrument executed by a nonresident of New York State;
9. Trust or estate in which the charitable interest is delayed or contingent;
10. Officer, director or trustee of an organization exempt from registration who holds property for the religious, educational or charitable purposes of the organization;
11. Cemetery corporation subject to the provisions of Article 15 of the Not-for-Profit Corporation Law;
12. The state parent teachers association ("PTA") and any parent teachers association affiliated with an educational institutional that is subject to the jurisdiction of the State Education Department; and
13. Any corporation organized under Article 43 of the Insurance Law.

APPENDIX F

NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

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

State of New York Department of State

Name: George Lupe

Title: Supervisor of Contract Administration

Address: One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001

Telephone Number: (518) 486-3905

Facsimile Number: (518) 474-4777

E-Mail Address: George.Lupe@dos.state.ny.us

Contractor Name:

Name of Contact Person:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

APPENDIX G

ELECTRONIC PAYMENTS

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

APPENDIX X

Agency Code _____
Contract Period _____

Contract Number _____
Funding for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office in Albany, New York (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number _____, as amended above.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

(print name)

By: _____

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

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

STATE OF NEW YORK)
COUNTY OF) ss:

On this ____ day of _____, in the year 20____, before me personally appeared _____, to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____; that (s)he is the _____ of _____, the corporation described herein which executed the foregoing instrument; and that (s)he signed (her)his name thereto by order of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF) ss:

On this ____ day of _____, in the year 20____, before me personally appeared _____, to me known and known to me to be the _____ of _____, the unincorporated association described in and which executed the above agreement; and who acknowledge to me that (s)he executed the foregoing agreement for and in behalf of said unincorporated association.

NOTARY PUBLIC

Thomas P. DiNapoli
State Comptroller:

By: _____

Date: _____