



REQUEST FOR PROPOSALS(RFP) **IMPROVE GATEWAYS TO THE VILLAGE OF WELLSVILLE**

04/28/2026

Request:

The **VILLAGE OF WELLSVILLE** is seeking proposals for the “Improve Gateways to the Village of Wellsville” project. The selected consultant should be a qualified licensed professional engineer, architect or landscape architect licensed to practice in New York State. The Scope of work includes: the preparation and certification of draft and final design and construction documents, securing necessary permits for the project, assistance with solicitation and evaluation of construction bids,, assistance with preparing construction agreements with the Village, and construction inspection for pedestrian and gateway improvements including crossings, sidewalks, signage, decorative fencing, and flag mounts as outlined in the project profile for the Village of Wellsville NY Forward Strategic Investment Plan (attached as Appendix A). More specifically, the work will include design, permitting, contracting, and construction administration services for the following:

- Monument sign(s) at the northern/eastern intersection of the W. State Street and New York State Route 417 (NYS-417) intersection, consistent with the existing monument signage at the intersection of the W. Madison Street and NYS-417 intersection.
- Trees and decorative fencing to replace existing chain link fencing south/east of the W. State Street and NYS-417 intersection, consistent with the existing trees and fencing along the NYS-417 corridor.
- Crosswalk visibility improvements to potentially include an epoxy-painted brick pattern as well as high-visibility pedestrian crosswalk signage.
- Improvements, as needed, to sidewalks/crosswalk approaches near the W. State Street and NYS-417 intersection.
- Flagpole mounts for flags representing each branch of the U.S. Armed Forces on the Veterans Memorial Bridge at W. Madison Street over the Genesee River (south/west of the W. Madison Street and NYS-417 intersection).

The above project components are subject to change based on consultation and coordination with the New York State Department of Transportation, which will need to approve and issue one or more permits for the project. Compliance with all regulations and requirements as stated in the NYS Department of State NY Forward grant contract is also required (see attached Appendix B). Minority and women-owned businesses are strongly encouraged to respond.

Services to be Provided/Scope of Services:

Engineering, Architectural and Environmental Services

- Prepare a draft design based upon the conceptual designs from the NY Forward Strategic Investment Plan project profile (attached as Appendix A). The draft design shall include all required maps, tables, data, schematic drawings, written discussions, and other information as identified in the contract and Department of State (DOS) grant work plan (included in Appendix B).
- The draft design shall be provided to the Board of Trustees and the Department of State for review. Department comments must be addressed to the satisfaction of the Department with subsequent revisions of the final designs.
- Prepare Environmental Review documents including forms, documentation, maps, relevant records and findings in order to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.
- Preparation of Final design and construction drawings, plans, specifications, and cost estimates. The final design and construction documents shall be provided to the Department of State for review. Final design and construction documents are subject to approval by the Board of Trustees and the Department of State. These documents must be certified by a licensed professional engineer, architect, or landscape architect licensed to practice in New York State. The appropriate seal must be affixed to these documents.
- Prepare or cause to be prepared the necessary permits or other approval applications and obtain the required permits or approvals. One or more permits from the New York State Department of State (DOT) may be necessary and it is expected that the selected consultant will work closely with the Village, DOS, and DOT to satisfy design and permitting requirements.
- Prior to construction, the Consultant is required to demonstrate that the project is in compliance with 6 NYCRR Part 502, Floodplain Management Criteria for State Projects by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.
- New York State has a 30% Minority- and Woman-owned Business Enterprise (MWBE) utilization goal for this project (15% MBE and 15% WBE). Furthermore, New York State strongly encourages grantees achieve a 6% Service-Disabled Veteran-Owned Business (SDVOB) utilization goal. The consultant will be responsible for assisting the Village in achieving its MWBE and SDVOB goals for the state funding portion of this project.
- After the final design and construction documents have been approved by the Village Board of Trustees and the Department of State, a bid invitation should be prepared and distributed to select a construction subcontractor or subcontractors. Prior to distributing, the bid invitation should be submitted to the Department of State for review and comment.
- Assist the Village in preparing a draft contract or contracts to conduct the work with selected construction subcontractor(s). The contract shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule with payments tied to receipt of products/project milestones, and project costs.
- Submit the draft subcontract(s) to the Department of State for review and approval

and incorporate the Department of State's comments in the final subcontract. A final copy of the executed subcontract should be submitted to the Department of State.

- Installation of a sign adhering to the Department of State's project signage requirements, satisfactory to the Board of Trustees and the Department of State identifying the State's funding of the project. The project sign shall remain in place for at least 60 days after completion of construction or initial occupancy, whichever duration is longer.
- After receipt of all necessary permits and construction has started, a monthly (or more frequently) work progress report should be submitted to the Village and Department of State. This should include any delays which have occurred. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.
- Progress and completion of work should be verified through periodic site inspections. Written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.
- Following satisfaction of punch list items, a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and /or certified by a licensed professional engineer, architect or landscape architect licensed in New York State. Two sets of as-built plans, certified by the licensed professional engineer, architect or landscape architect must be submitted to the Department of State (unless otherwise directed during the kick-off meeting).
- A final project report should be submitted to the Department of State once the licensed professional engineer, architect or landscape architect is satisfied that the work is complete. This should include a copy of the completion statement and a copy of the certified as-built plans and photo documentation in the form of digital images of the site prior to, during and upon completion of work. Final payment requests should not be submitted to the Department of State until the Department of State concurs that the work is complete.

Submission Requirements:

1. Contact information: Provide the complete name, address and telephone numbers of the firm and for the persons who would be the primary contacts.
2. Services Capability: Provide any relevant evidence that demonstrates the capabilities of the firm to complete all requested services, including experience working on highway projects under New York State Department of Transportation jurisdiction. If any outside sub-consultants are being proposed as part of program, they must be identified.
3. Timeline: Please provide a proposed timeline for the work to be completed, including an estimated start and completion dates and milestones of the program.
4. Written Description of Work and Cost Estimates: Provide a detailed breakdown of all services to be provided along with cost estimates. The Description of Work should outline the firm's proposed approach for the activity(ies), and demonstrating a strong understanding of the program rules and requirements.
5. Experience and Capacity: Please indicate the firm's prior experience in working with the Downtown Revitalization program or any similar programs.
6. Organization Information: Provide an overview of the firm.

Selection Process

The Village of Wellsville will review qualifications in accordance with the submission requirements and review/evaluation criteria. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. The Village of Wellsville will begin reviews after May 31st, 2026. The expected timeframe for review is ten business days.

Review/Evaluation Criteria:

Evaluation Criteria includes, but is not limited to:

- Management and Availability – Ability to begin and complete activities by December 31, 2027
- Cost – Demonstrate reasonable cost of services
- Capability - Ability of the firm to perform all related services.
- Experience - The extent and quality of prior relevant experience.
- Qualifications and references - Individual qualifications and list of proposed personnel for this project as presented by the firm.

Evaluations will be performed after May 31st, 2026. The selected firm will be notified upon a decision being approved by the Village of Wellsville Board of Trustees. (see Attachment C – Scoring Matrix)

Deadline:

All required documentation must be submitted **on or before May 31st, 2026 at 4pm** to be considered. Hard Copies must be delivered to:

Village Clerk
Village of Wellsville
23 N. Main Street
Wellsville, NY 14895

Questions:

Questions regarding this RFP should be submitted in writing via email to:

treasurer@wellsvillevillageny.gov . All questions will be answered in a fair and transparent manner. All questions should be addressed to the above address no later than May 22nd , 2025. The Village will post the questions and answers on the Village website located at: www.wellsvillevillageny.gov on May 25th, 2026.

Attachments:

Attachment A – Project Profile from Wellsville NY Forward Strategic Investment Plan

Attachment B – Grant Contract between Village of Wellsville and NYS Department of State

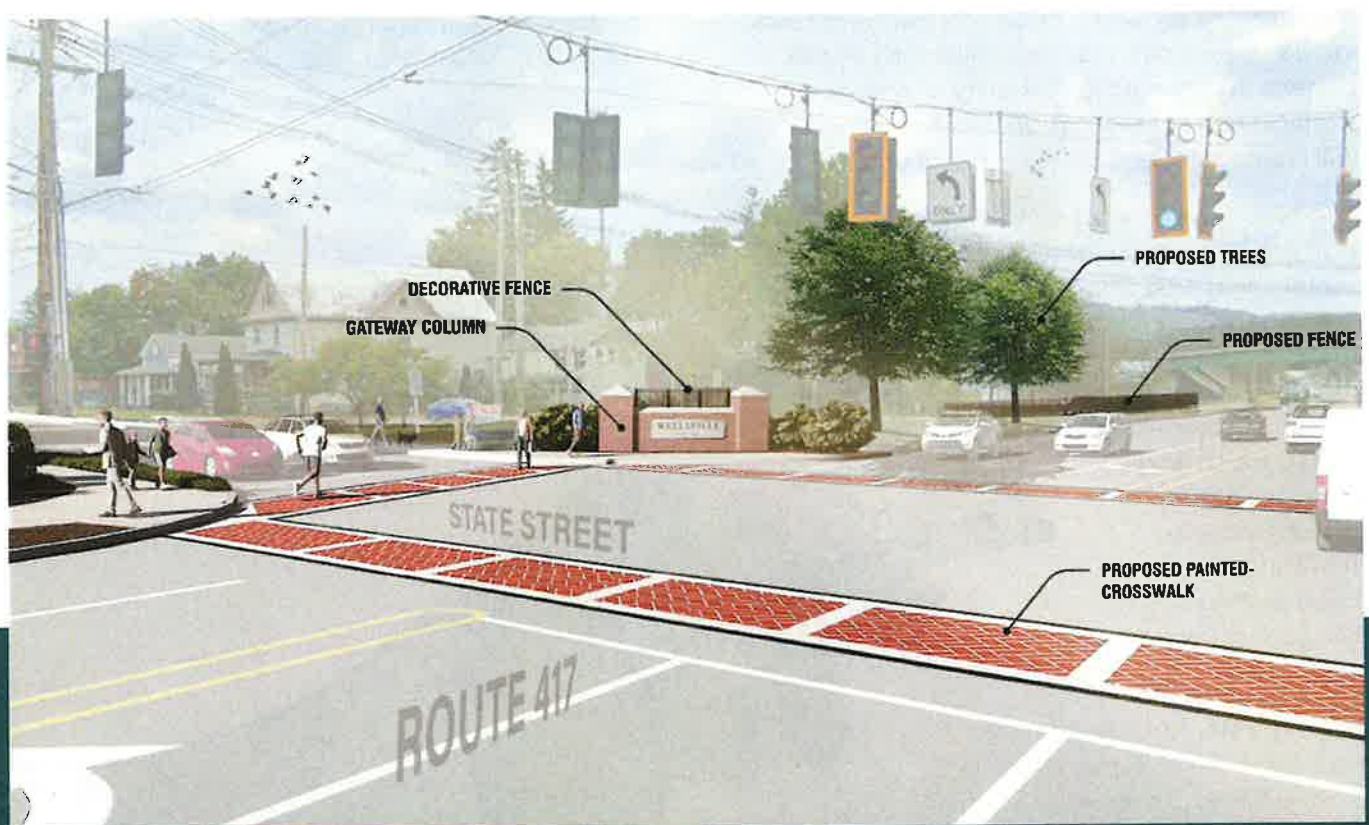
Attachment C – Scoring Matrix

Improve Gateways to the Village of Wellsville

TOTAL NYF FUNDS REQUESTED \$551,000

TOTAL PROJECT COST \$584,000

% OF TOTAL PROJECT COST 94%



DESCRIPTION

The Gateway Enhancements Project proposes improvements to the intersection at West State Street and Route 417, as well as to the Veterans Memorial Bridge near the intersection of Madison Street and Route 417. Improvements include decorative crosswalks designed to improve pedestrian safety, gateway signage, fencing, and landscaping at the W. State Street intersection and flag mounts on the Veterans Memorial Bridge. Together, these enhancements will announce the entrance to the downtown area and provide a welcoming approach for visitors and residents alike.

The gateway sign and black decorative fencing will be designed to match the recently installed sign at the Madison Street intersection. The intersection at West State Street is highly utilized and these gateway elements will collectively demarcate the key entrances to downtown.

Additionally, the intersection crossing does not provide a safe pedestrian passage for residents going to and from downtown, or children coming and going from Wellsville Central School across the river. The proposed crosswalk improvements include epoxy-painted crosswalks with a brick pattern, additional high-visibility crosswalk signage, and sidewalk improvements which will create safer and better connections.

The decorative fencing panels adjacent to the sign are proposed to have a laser cut metal panel with a design motif. These panels could pay homage to the cultural history and natural features of the Village of Wellsville. This added touch would go a step further in authentically narrating and representing the community.

The flag poles mounted on Veterans Memorial Bridge will represent the branches of the U.S. armed forces, the American Legion, the VFW, and the United States. There is an existing Memorial Bridge plaque mounted on the bridge. These flags would provide an additional feature that announces Madison Street as a gateway to downtown.

All of these elements including the flags, fences, painted crosswalks and gateway columns will work together to denote these intersections as the gateways to downtown and provide traffic calming strategies through environmental design.

PROJECT LOCATION / ADDRESS

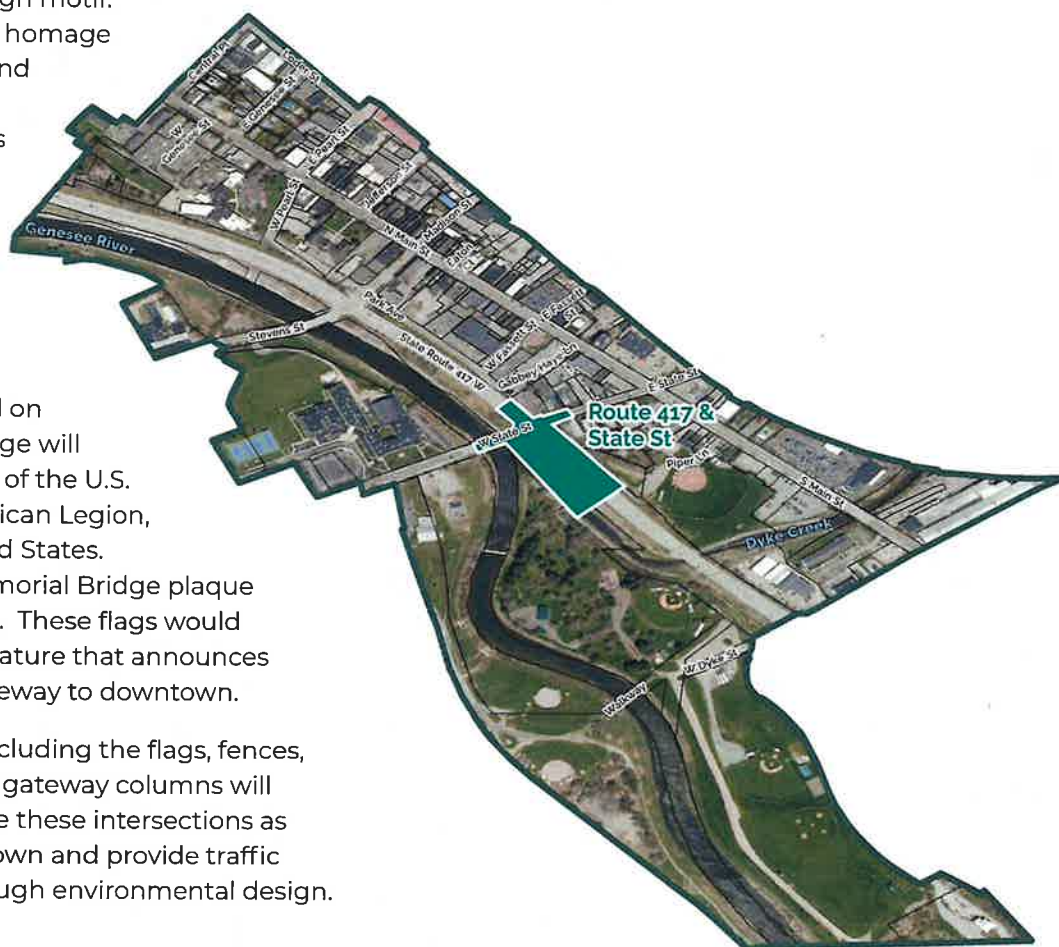
State Route 417, West State Street Intersection, and Veterans Bridge

PROJECT SPONSOR

Village of Wellsville

PROPERTY OWNER

All the proposed project improvements are located within the public right-of-way



CAPACITY

The Village of Wellsville's Department of Public Works is responsible for implementing and overseeing this project. The Village has prior experience in carrying out state grants, including NY Main Street grants, and they're familiar with reporting and bidding requirements.

PROJECT SYNERGIES

This project would create synergies with projects proposed for NYF funding including:

Fassett GreenSpace

Located near one of the major gateways into downtown Wellsville, improvements to the Fassett GreenSpace will complement the improvements to the downtown gateways thus making downtown a more welcoming and inviting place for residents and visitors.

Branding and Wayfinding

Improvements to the downtown gateways will synergize well with proposed enhancements to the Village's signage and branding project by making downtown more inviting and more easily navigable for residents and visitors.

In addition to its synergies with the NYF program and other proposed projects, this project will also help to further attract residents and visitors to downtown, thus supporting the commercial activity of businesses on Main Street.

PROJECT PARTNERS

The American Legion has provided a letter in support of the project and states that they would maintain and replace all flags along the bridge as needed. NYS RT. 417 is a State route and as such all design work must be coordinated and approved by NYSDOT before proceeding. Upon approval, NYDOT will issue any required work permits.

REVITALIZATION STRATEGIES

WELLSVILLE NYF STRATEGIES

- **LEVERAGE AND PROMOTE THE AREA'S HERITAGE, CULTURE, AND CHARACTER:** This project promotes the Village and adds character by creating an attractive gateway into the downtown area.
- **ENHANCE COMMUNITY VIBRANCY AND VITALITY:** This project will improve the safety of pedestrians, foster community pride, and create welcoming gateways into the Village.

REDC STRATEGIES

- **IMPLEMENT SMART GROWTH:** By creating safer and more attractive pedestrian crossings, the project improves walkability and promotes pedestrian activity, which are key tenets of smart growth. The project will also improve gateway connections to downtown, which may help attract passing drivers into the downtown area.

DECARBONIZATION

Enhance the Village of Wellsville's Gateways is not subject to decarbonization requirements as it does not involve the construction, renovation, or addition of a building.

RESILIENCY

This project is located in a FEMA designated floodplain. The project sponsor, in consultation with the NYSDOT, will consider opportunities to incorporate resiliency measures into the project during the design process, which could impact the selection of building and landscaping materials.

PUBLIC SUPPORT

This project received moderate to high support from the public. A majority of respondents to the project feedback form (66%) felt it would transform downtown Wellsville and attract further investment. Over 70% said the project would leverage and promote the area's heritage, culture, and character. A similar number said it would enhance community vibrancy. This project was a major discussion point during the Student Workshop as many students said they felt at risk whenever crossing Route 417 when going to or coming home from school.

BUDGET NARRATIVE

The project budget, which is based on standard construction estimating methods, was prepared by a licensed landscape architect and engineer familiar with the proposed design improvements associated with this project. The 12% contingency included in the budget is within the typical range for this type of project to account for unanticipated project modifications. The sponsor has identified three sources of funding needed to complete the project. The first source of funding, which represents 95% of the overall project budget, is the requested NYF funding. The second source of funding, which represents 4.5% of the overall project budget, is being provided by the Village of Wellsville. The status of the secured funding is dependent on Village Board approval of funding and on the awarding of NYF funding. The third source of funding, which represents .5% of the overall project budget, is provided by a separate grant.

BUDGET

Activity	Amount	Funding Source	Status of Funds
NYS Rt. 417 & W. State Street Improvements	\$495,000	NYF	Requested
Veteran's Memorial Bridge Flags	\$23,000	NYF	Requested
Veteran's Bridge Flags	\$3,000	Separate Grant	Secured
Design	\$33,000	NYF	Requested
Design	\$30,000	Village	Anticipated
Total NYF Funding Request			\$551,000
Total Funding from Other Sources			\$33,000
Total Project Cost			\$584,000
% Requested of Total Project Cost			94%

PROJECT FEASIBILITY AND IMPACT

The Village of Wellsville's expertise in development and infrastructure projects strongly supports the viability of the Gateways project. This project is set in a prime, highly visible location at the intersection of State Street – at the southern tip of the downtown district – and NYS Rt. 417, a major thoroughfare in the community. This strategic point not only connects the downtown area with the Wellsville Central School property but also links to the majority of the village's recreational and open spaces. According to AADT data, the corridor sees an average daily traffic of 8,038 vehicles. The proposed enhancements aim to improve both the area's aesthetics and public safety. This includes reducing vehicle speeds, increasing the visibility of crosswalks and pedestrians, and expanding the sidewalks.

REGULATORY REQUIREMENTS

This project necessitates approval from the NYS DOT Regional Office, including the acquisition of a NYSDOT Highway Work Permit. Additionally, obtaining a NYSDOT Use and Occupancy Permit may be required.

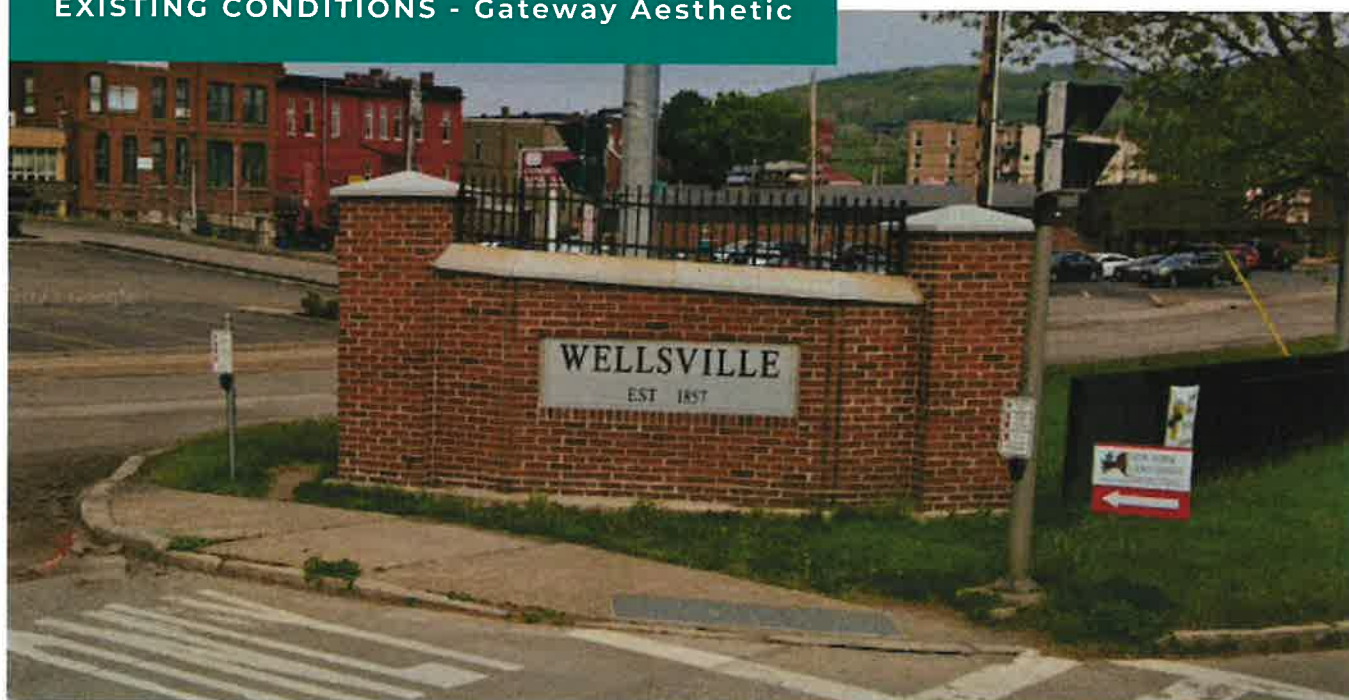
TIMELINE FOR IMPLEMENTATION

Anticipated Start Date: Fall 2025	
Project Stage	Timeframe
Design & Permitting	12 Months
Construction • Decorative fence installation • Paint/epoxy textured crosswalks • Installation of flag pole on Veterans Memorial Bridge • Installation of signage • Sidewalk improvements	12 Months
Total Timeframe	24 Months
Anticipated Completion Date: Fall 2027	

EXISTING CONDITIONS - Memorial Bridge Plaque



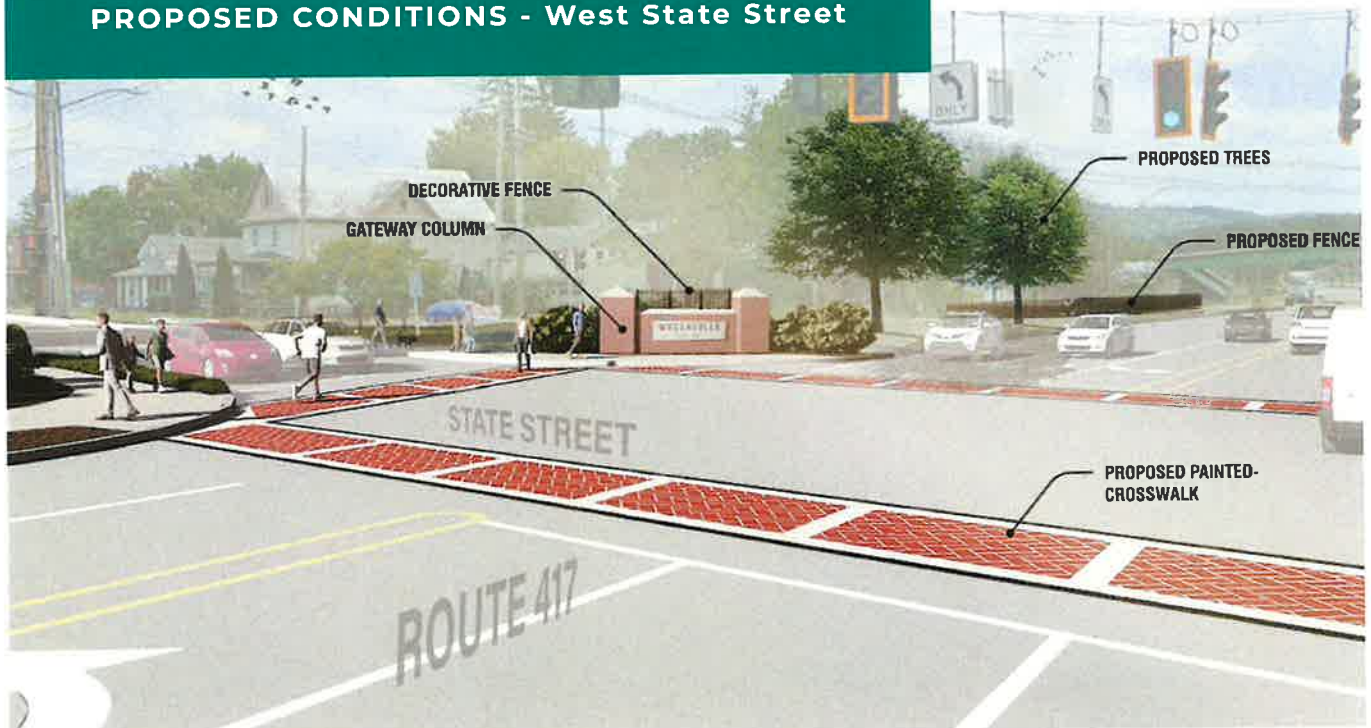
EXISTING CONDITIONS - Gateway Aesthetic



PROPOSED CONDITIONS - Overall



PROPOSED CONDITIONS - West State Street



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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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