

maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.

2. Additional Digital Cartographic File Requirements - The following cartographic construction requirements must be adhered to by the Contractor:
 - a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. Point Duplication -- No duplication of points that occur within a data string is permitted.
 - d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 - e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non-visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 - f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 - g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

3. Digital-Ready Map Product Requirements -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.

- a. Base Map Media -- All maps must be created on mylar or other stable base material.
- b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
- c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
- d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the General GIS Product Requirements above and the map scale.
- e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the Additional Digital Cartographic File Requirements section outlined above.

4. Contract Database Standards

- a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
- b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
- c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

Budget Summary:	Total Budget
A. Salaries	\$ 0.00
B. Travel	\$ 0.00
C. Supplies	\$ 0.00
D. Equipment	\$ 0.00
E. Contractual Services	\$ 641,000.00
F. Other	\$ 0.00
Total Budget:	\$ 641,000.00
Local Match:	\$ 0.00
State Funds:	\$ 641,000.00

MWBE Goals:		
Grant Award		\$ 641,000.00
MBE Goal	15%	\$ 96,150.00
WBE Goal	15%	\$ 96,150.00

Contract Number:

Page 1 of 2, Attachment B - Budget

A. SALARIES (including fringe benefits)	Total Budget
	\$ 0.00

B. TRAVEL	Total Budget
	\$ 0.00

C. SUPPLIES	Total Budget
	\$ 0.00

D. EQUIPMENT	Total Budget
	\$ 0.00

E. CONTRACTUAL SERVICES	Total Budget
Design and construction of pedestrian improvements including crossings, sidewalks decorative fencing and flag mounts	\$ 551,000.00
Subcontractor: To be determined	
Develop new branding and signage for the Village of Wellsville	\$ 90,000.00
Subcontractor: To be determined	
	\$ 641,000.00

F. OTHER	Total Budget
	\$ 0.00

ATTACHMENT C - WORK PLAN

Improve Gateways and Develop Branding and Signage for the Village of Wellsville

1. Project Description

The Village of Wellsville will advance the Wellsville NY Forward through the following projects:

Project Component 1: Improve Gateways to the Village of Wellsville

Enhance the pedestrian experience on State Street with safer and more appealing crossings, expanded sidewalks and the addition of decorative fencing and flag mounts on the Madison Street memorial bridge.

Project Component 2: Develop New Branding and Signage for the Village of Wellsville

Develop a branding and wayfinding plan and new village website.

2. Required Products

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number as indicated on the Face Page of this Contract and where applicable, the related task number from this Work Plan.

Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one electronic copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented and include any associated metadata (including the photo's GPS location where available).

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Tasks

Project Component 1: Improve Gateways to the Village of Wellsville

Task 1.1 Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain professional services through the locally approved procurement process per General Municipal Law. The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. Draft and final, executed consultant subcontracts.

Task 1.2 Draft Design

The Contractor shall prepare, or cause to be prepared, a draft design based upon the conceptual designs from the Downtown Revitalization Strategic Investment Plan. The draft design shall include all required maps, tables, data, written discussions, and other information as identified in the contract and subcontract work plans. The draft design shall be provided to the Department for review. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the final design.

Products: Draft design and supporting materials.

Task 1.3 Environmental Quality Review

The Contractor shall prepare, or cause to be prepared, all documents necessary 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.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 1.4 Final Design and Construction Documents

The Contractor shall prepare, or cause to be prepared, the final design and construction drawings, plans, specifications, and cost estimates. The final design and construction documents shall be provided to the Department for review. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 1.5 Permits

The Contractor shall prepare, or cause to be prepared, the necessary permits or other approval applications and obtain the required permits or approvals. Prior to construction the Contractor or its consultant(s) shall also 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.

Products: Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Task 1.6 Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor shall prepare and distribute, or cause to be prepared and distributed, a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the Department for review and comment.

The Contractor shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) 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. The Contractor must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to the Department for review and approval and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 1.7 Project Signage

The Contractor shall install, or cause to be installed, a sign satisfactory to the Department 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.

Products: Department-approved sign design, and photo-documentation that sign is installed in project area.

Task 1.8 Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents – including any site remediation as necessary to remove contaminated soil. The Contractor shall provide, or cause to be provided, notification to the Department monthly (or more frequently) in writing of work progress, including 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.

The Contractor and/or the Department shall verify progress and completion of the work through periodic site inspections. The Contractor or its consultant(s) shall submit to the Department written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.

Products: Written summary of periodic site visits including photo-documentation and identification of any problems that need to be addressed. Punch list and construction completion estimates.

Task 1.9 Completion of Project

Following satisfaction of punch list items, the Contractor shall submit, or cause to be submitted, 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. Unless otherwise specified during project kick-off meeting, the Contractor shall submit, or cause to be submitted, two sets of as-built plans, certified by a licensed professional engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including 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. The Contractor shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and final project report including photo-documentation.

Project Component 2: Develop New Branding and Signage for the Village of Wellsville

Task 2.1 Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain professional services through the locally approved procurement process per General Municipal Law. The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. Draft and final, executed consultant subcontracts.

Task 2.2 Draft Design for Marketing and Branding Materials

The Contractor shall prepare, or cause to be prepared, draft branding designs, a draft plan for locating signage, draft designs of a series of wayfinding elements such as directional signs, gateway signs, interpretive signs, and information kiosks, and screen shots of a proposed Downtown website/app consistent with the Strategic Investment Plan. The draft design shall be provided to the Department and the public for review for review. Comments from the Department and the public must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Products: Draft designs and supporting materials.

Task 2.3 Final Design for Marketing and Branding Materials

Based upon the approved draft designs, the Contractor shall prepare, or cause to be prepared, the final designs for branding, a plan for locating signage, final designs of a series of wayfinding elements such as directional signs, gateway signs, interpretive signs, and information kiosks, and a Downtown website/app. The final designs shall be provided to the Department for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department.

Products: Final designs and supporting materials.

Task 2.4 Obtain Permits or Agreements for the Installation of Signage

The Contractor or its consultant(s) shall prepare the necessary applications or municipal agreements and obtain the required permits or approvals from the appropriate federal, state, and local agencies for the installation of signage, as necessary.

Product: Required permits and approvals for the installation of signage.

Task 2.5 Fabrication and Installation of Marketing and Branding Materials and Signage

Based upon the approved designs, the Contractor or its consultant(s) will fabricate and install wayfinding signage such as directional signs, gateway signs, interpretive signs, and information kiosks, and launch a Downtown website/app. The Contractor or its consultant(s) shall provide photo-documentation of the installed signage within the downtown revitalization area.

Products: Photo-documentation of installed wayfinding signage and information kiosks. Verification of live website link for Downtown website/app.

Project Reporting and Close-out

Task 3.1 MWBE Reporting

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form D - MWBE Utilization Plan to indicate any state-certified MWBE firms selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal).
- Record payments to MWBE subcontractors using DOS funds through the New York State Contract System (NYSCS).

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 3.2 Project Status Reports

The Contractor shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 3.3 Final Project Summary Report

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report. Final payment shall not be authorized until this report has been completed and filed with project deliverables.

Products: Completed Final Project Summary Report submitted to DOS.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract number as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received

by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Period: 7/1/2025 - 6/30/2030			
Claim Number	Claim Type	Claim Period	Due Date
	Payment (Reimbursement) Request	Quarterly throughout life of contract	3/31, 6/30, 9/30, 12/31*
<i>*Due every year during the contract period, as amended.</i>			

5. **Milestone/Performance Reimbursement** is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
 - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
 - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
6. **Fee for Service Reimbursement** is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
7. **Rate Based Reimbursement** is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
8. **Fifth Quarter Payments** occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☒ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

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

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

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 7/1/2025 - 6/30/2030			
Progress Report	Report Type	Report Period	Due Date
	Project Status Form (Status Report)	Every six months throughout life of contract	6/30 and 12/31*
	MWBE Utilization Plan (Form D)	Throughout life of contract	Within 2 weeks of MWBE hire
	MWBE Utilization Report (via NYSCS)	Quarterly throughout life of contract	3/31, 6/30, 9/30, 12/31*
*Due every year during the contract period, as amended.			

E. Special Payment and Reporting Provisions

The Designated Payment Office for this contract is:

NYS Department of State
Division of Fiscal Management
One Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231

Completed payment request forms should be emailed to dos.sm.fiscal.cau@dos.ny.gov, copying opdcontracts@dos.ny.gov, with the following subject line:

Payment request: C1003053, Village of Wellsville, (NYF Round 1)

ATTACHMENT C

Scoring Matrix - RFP - Improve Gateways to the Village of Wellsville

Evaluator(s) _____

Contractor Name	Address	Primary Contact	Contact Info	Service Capability (25 POINTS)	Proposed Timeline (20 POINTS)	Understanding of DOS and DOT Requirements (20 POINTS)	Proposed Cost (30 Points)	Experience/Capacity working with DRI/NYF (5 Points)

Scoring Criteria Explanation:

- Service Capability: The proposal adequately demonstrates that the firm possess the technical capability to complete the project as well as experience with projects of similar scope and complexity. (25 possible points)
- Proposed Timeline: The proposed timeline for completing the project is reasonable and includes all necessary milestones. (20 possible points)
- Understanding DOS and DOT Requirements: The proposal demonstrates an understanding of the Village's responsibilities under the terms of its grant with DOS and the coordination and permitting requirements of DOT. (20 possible points)
- Proposed Cost: The proposed cost is reasonable and sufficient to complete the project. (30 possible points)
- Experience Working on DRI/NYF Projects: The firm has prior experience working on Downtown Revitalization Initiative and/or NY Forward projects. (5 possible points)

