

## **Appendix T – Draft Agreement**

### **STATE OF NEW YORK OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE CONTRACT NUMBER CXXXXXX**

#### **Shelter Supplement Pilot Program Evaluation**

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made by and between the New York State Office of Temporary and Disability Assistance (hereinafter "OTDA"), and the Contractor ("Contractor" also known as the "Vendor") is effective as of the date of approval by the New York State Office of the State Comptroller after execution by all parties.

#### **W I T N E S S E T H**

**WHEREAS**, OTDA requires Shelter Supplement Pilot Program Evaluation RFP; and

**WHEREAS**, to meet this requirement OTDA, issued an Request for Proposal (RFP), for the purposes of entering into an Agreement for the Shelter Supplement Pilot Program Evaluation; and

**WHEREAS**, the Contractor reviewed and analyzed the OTDA's needs as contained in said Shelter Supplement Pilot Program Evaluation RFP, and submitted a Proposal; and

**WHEREAS**, the Contractor is engaged in the business of providing services, with the skills necessary to fulfill the needs pursuant to the terms of this AGREEMENT; and

**WHEREAS**, based upon the evaluation of various proposals submitted in response to the Shelter Supplement Pilot Program Evaluation RFP, it has been determined that the Contractor's proposal offered the best value solution and it would be in the best interest of OTDA to retain the Contractor to perform the Services in accordance with the terms and conditions of this Agreement.

**WHEREAS**, the OTDA, in reliance upon the expertise of the Contractor, selected the Contractor as the successful respondent to the required Services, and desires to engage the Contractor to fulfill the OTDA's needs under the terms and conditions hereinafter set forth; and

**WHEREAS**, the Contractor is ready, willing and able to provide such Services.

**NOW, THEREFORE**, in consideration of the terms set forth and the mutual covenants and obligations of the parties, the parties do hereby agree as follows:

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## **ARTICLE 1: AGREEMENT DURATION AND AMENDMENT**

**THIS AGREEMENT** shall commence upon November 1, 2020 or the date of final required approval by the Office of the State Comptroller (OSC), whichever is earlier, and shall continue for a five-year term, subject to the termination provisions of Appendix B, Section 35.

OTDA shall have the right to re-negotiate the terms and conditions of the Agreement in the event applicable New York State or Federal statutes, policy, rules, regulations and/or guidelines are altered from those existing at the time of the execution of this Agreement, in order to be in continuous compliance therewith. The Contractor agrees to work with OTDA to integrate future OTDA system enhancements and/or new client notice generating systems. It shall be understood that, in the event OTDA and the Contractor are unable to mutually agree to a set of terms and conditions through re-negotiation, the terms and conditions required to continue the Agreement in compliance with revised State or Federal statutes, policy, rules, regulations and/or guidelines shall be decided by the Commissioner of OTDA or his/her duly authorized representative(s) or designee(s).

Unless otherwise provided, this Agreement is subject to amendment only upon mutual consent of the parties, reduced to writing and approved by OSC.

## **ARTICLE 2: MERGER OF DOCUMENTS/CONFLICTS OF CLAUSES**

This Agreement shall be deemed inclusive of the following documents. Only documents expressly mentioned below shall be deemed part of this Agreement.

Conflicts between these documents shall be resolved in the following order of precedence:

1. APPENDIX A – Standard Clauses for New York State Contracts;
2. APPENDIX T - AGREEMENT – (This Document);
3. APPENDIX B – OTDA Terms and Conditions;
4. APPENDIX B-1 OTDA Security and Confidentiality Terms
5. Shelter Supplement Pilot Program Evaluation RFP including all Attachments and Exhibits not specifically identified in this Article 2;
6. Offeror's Proposal;
7. APPENDIX Y – Service Disabled Veteran Owned Business (SDVOB) Participation Requirements for NYS Office of Temporary and Disability Assistance Contracts; and
8. APPENDIX Z – Minority and Women-Owned Business Enterprises ("MWBE") and Equal Employment Opportunity ("EEO") Participation Requirements for All NYS Office of Temporary and Disability Assistance Contracts.

## **ARTICLE 3: COMPENSATION**

OTDA shall compensate the Contractor pursuant to this Agreement in accordance with the Financial Proposal as set forth in the Contractor's Proposal, (Appendix P).

The prices set forth in this Agreement shall remain the same for the duration of the Agreement.

## **ARTICLE 4: PAYMENT AND INVOICES**

Invoicing will be submitted in arrears by the Contractor. Timeliness of payment and any fees to be paid to the Contractor for late payment shall be governed by the laws of the State of New York. To ensure the timely processing and payment of Contract invoices, they must be submitted to the Business Service Center (BSC).

Submit invoices via one of the following methods:

- A. Preferred Method: Email a PDF copy of your signed invoice to the BSC at:  
[AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov) with a subject field as follows:  
Subject: Unit ID: TDA01 Contract # CXXXXXX  
(Do **NOT** send a paper copy in addition to your emailed invoice.)
- B. Alternate Method: Mail invoices to BSC at the following U.S. postal address:  
NYS Office of Temporary and Disability Assistance  
Unit ID: TDA01  
c/o NYS OGS BSC Accounts Payable  
Building 5, 5<sup>th</sup> Floor  
1220 Washington Ave.  
Albany, NY 12226-1900

Include all Required Information on invoices:

Contractor's Name;  
Contractor's SFS Vendor ID Number;  
Unique invoice number and date;  
Business Unit ID# TDA01;  
Contract #CXXXXX;  
Name of the NYS Agency to which you provided the services: NYS Office of Temporary and Disability Assistance;  
Description of goods or services requesting payment for;  
Payment terms being offered, if other than Net 30;  
Quantity of goods, property, or services delivered or rendered\*;  
Amount requested; and  
The period of service for which the claim is made or reference to deliverable completed.

\*Consistent with New York State Finance Law §§ 109(1) and 179-e(5), vendors may only invoice an agency once the goods, property, or services have been delivered or rendered. If the goods, property, or services included on an invoice have not been delivered or rendered, OTDA will return the unpaid invoice and notify the Contractor within one business day to resubmit a proper invoice once the goods, property, or services have been delivered or rendered.

If prompt payment discounts are applicable, the terms of the discounts **MUST** be included on all invoices as well as the amounts due if OTDA meets the terms, and the date for which the prompt payment discount(s) expires.

Invoices that do not comply with the above guidelines will be returned to the Contractor for corrections.

Do **NOT** include Contractually required supporting documentation with the invoice submitted to the BSC.

A copy of the invoice sent to the BSC and all Contractually required supporting documentation, such as reports, receipts, timecards and other schedules are to be sent to the contact listed below.

Invoices and the supporting documents required by OTDA are to be sent to the following address, unless directed otherwise:

NYS Office of Temporary and Disability Assistance  
Attn: Britany Orlebeke  
Research Scientist 4 – Bureau of Data Management and Analysis  
40 North Pearl St., 14 A  
Albany, New York 12234

The State shall not be liable for the payment of any taxes under this Agreement, however, designated, levied or imposed. No person, firm, or corporation is exempt from paying the State truck mileage, unemployment insurances taxes and other Federal, State, and local taxes to which the Contractor is subject.

The State represents that the Contractor is not liable for the payment of any transfer taxes including, but not limited to, sales taxes upon goods or services purchased for or provided for the State. For purposes of tax free transactions under the Internal Revenue Code, the New York State Registration Number is 14740026K.

The Contractor agrees that payments for invoices submitted by the Contractor shall only be rendered electronically (ACH) unless payment by paper check is expressly authorized by the OTDA' sole discretion, due to extenuating circumstances. Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <https://osc.state.ny.us/vendors/epayments.htm> , by email at [ePayments@osc.state.ny.us](mailto:ePayments@osc.state.ny.us) or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, unless payment by paper check is expressly authorized by OTDA, in OTDA's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices as established by the State Comptroller.

#### **ARTICLE 5: MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE (MWBE) REPORTING REQUIREMENTS**

The Contractor shall comply with New York State Executive Law Article 15-A, Appendix Z, and OTDA's New York State Contract System compliance and reporting requirements as set forth below:

- A. OTDA has developed compliance requirements to ensure that (i) all Contractors as defined under Executive Law § 310 (3) (to include those who submit bids/proposals in an effort to be selected for Contract award as well as those successful Offerors/ proposers with whom OTDA enters into State Contracts, as defined in Executive Law § 310 (13) [hereinafter "Contractors"], as well as proposed or actual "Subcontractors", as defined in Executive Law § 310 (14) shall comply with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, and, (ii) the meaningful participation of certified Minority or Women-owned Business Enterprises (MWBEs) in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for Minority and Women Business Enterprises, including but not limited to the Statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-145. Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements.

- B. To streamline MWBE compliance tracking, vendors may now report payments and track goals using an electronic monitoring and compliance system. The New York State Contract System will allow vendors to electronically update their contact information, provide Subcontractor payment data for Contract audits and provide revenue and payment data for concession audits. The system will also allow Subcontractors to enter the system to verify receipt of Contractor payments. Data is to be submitted without change to the Contractor's MWBE Utilization Plan nor the MWBE participation goals as specified in the RFP or Contract, unless otherwise authorized by OTDA. The electronic monitoring and reporting system can be viewed at <https://ny.newnyContracts.com>. The Vendor Guide and Vendor Training Manual are available on the OTDA's internet site at <http://otda.ny.gov/Contracts/mwbe/forms.asp>.
- C. Please refer to Appendix Z for the specific EEO/MWBE requirements and associated forms required by this procurement. These forms are to be submitted without change to the MWBE participation goals as specified in the RFP or Contract, unless otherwise authorized by OTDA. The forms that are identified in Appendix Z are also available on OTDA's Internet site at <http://otda.ny.gov/Contracts/mwbe/forms.asp>.

For purposes of this Contract, OTDA hereby establishes an overall goal of **30%** for MWBE participation, **15%** for New York State certified Minority Business Enterprise ("MBE") participation and **15%** for New York State certified Women Business Enterprise ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A Contractor ("Contractor") on the subject Contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract and the Contractor agrees that OTDA may withhold payment pending receipt of the required M/WBE documentation. The New York State MWBE Directory can be viewed at: <https://ny.newnyContracts.com>. For guidance on how OTDA will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

#### **ARTICLE 5a: PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OTDA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OTDA contracts.

1. Contractor agrees, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Executive Law and any implementing regulations, to use NYS certified Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs.
2. Contractor acknowledges being subject to the provisions of Executive Law Article 17-B and the applicable regulations (9 NYCRR Part 252), and that the directory of NYS certified SDVOBs is located at: <https://online.ogs.ny.gov/SDVOB/search>.
3. Contractor acknowledges that the SDVOB utilization goal for this Agreement is 6 %.
4. Contractor further acknowledges that this requirement is separate and distinct from the similar requirement elsewhere in this Agreement to utilize small, minority and women-

owned businesses (M/WBEs), consistent with current State law (Executive Law, Article 15-A).

5. Contractor agrees to report on actual participation by each SDVOB during the term of the contract to OTDA on a quarterly basis according to policies and procedures set by OTDA in Appendix Y of this contract.
6. Contractor agrees that, following contract execution, if OTDA determines that the contractor may not have acted in good faith, has failed, is failing, or is refusing to comply with the participation or utilization contractual goals for SDVOB participation, OTDA may, after giving the contractor an opportunity to be heard, make a determination that Contractor has failed to meet the contract goals and may be in breach of contract.

Upon determination that the Contractor is in breach of contract, as set forth in this Article, OTDA may require the submission of a corrective action plan for meeting the contractual goals, and may also assess actual damages as authorized by regulation [9NYCRR Section 252.2 (s)] based on the actual cost incurred by the State agency, related to the State agency's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified service-disabled veteran-owned business enterprise programmatic goals.

Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at: <http://www.ogs.ny.gov/Core/SDVOBA.asp>, which provides certification information and guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

## **ARTICLE 6: NOTICES**

Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following the deposit of same into the United States Postal Service mail (certified mail, return receipt requested, or first class postage prepaid), upon read receipt if sent via email, or upon actual receipt by the intended party if the same is sent by overnight mail service, addressed to such party at the address set forth in this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

Notices to OTDA shall be addressed as follows, unless directed otherwise:

OTDA:

NYS Office of Temporary and Disability Assistance  
Attn: Brittany Orlebeke  
Research Scientist 4 – Bureau of Data Management and Analysis  
40 North Pearl St., 14 A  
Albany, New York 12234  
Telephone Number: (518) 408-4765  
E-Mail Address: [Brittany.Orlebeke@otda.ny.gov](mailto:Brittany.Orlebeke@otda.ny.gov)

Should either party change their contact information, they must send notification of such change to the other party within 15 business days of such change.

Unless otherwise noted, all communications with the Contractor shall be to the person designated in the RFP document section NOTICE TO BIDDER, Bidder Information.

## **ARTICLE 7: SERVICES**

OTDA hereby retains the Contractor to perform the Services, and the Contractor agrees to perform the Services, which shall include all deliverables, work and/or work products as described in Appendix W (Scope of Work).

Nothing contained herein shall prohibit OTDA from Contracting at any time with third parties or from performing any of the work itself or through other State entities, for any Services that otherwise may be requested or required of the Contractor pursuant to this Agreement, and the Contractor shall not assert an exclusive right to perform such Services.

The Contractor shall provide to OTDA, upon request, Services and commodities at the rates contained in Appendix P, or less.

The Contractor accepts sole and complete responsibility for the timely accomplishment of all activities required under this Agreement and to provide the Services and commodities as specified in accordance with the Appendices W and P.

The OTDA Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the Contractor's facilities.

The Contractor agrees to strict adherence to the requirements outlined in Appendix W (Scope of Work).

Upon expiration of this Agreement, the Contractor agrees to cooperate in assisting OTDA with transition of the Services provided through this Agreement to any new Contractor selected for subsequent Contract periods.

## **ARTICLE 8: CONFLICTS OF INTEREST**

- A. The Contractor has provided a form ("Offeror Assurance of No Conflict of Interest or Detrimental Effect"), signed by an authorized legal representative, authorized to bind the Contractor Contractually, attesting that the Contractor's performance of the Services does not and will not create a conflict of interest with, nor position the Contractor to breach any other Contract currently in force with the State of New York, and that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering Services.
- B. The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify OTDA immediately of any actual or potential conflicts of interest by completing and submitting an updated form entitled, "Contractor's Certification/Acknowledgements/Understanding". The Contractor shall also notify OTDA of any new potential conflicts of interest and of any new Contractor staff that are prior OTDA employees during the term of the Contract, by submitting an updated form entitled, "Contractor's Certification/Acknowledgements/Understanding".
- C. In conjunction with any subcontract under this Agreement, the Contractor shall obtain and deliver to OTDA, prior to entering into a subcontract, a "Offeror Assurance of No Conflict of Interest or Detrimental Effect" form, signed by an authorized executive or legal representative(s) authorized to bind the Subcontractor Contractually. The Contractor shall



also require in any Subcontracting Agreement that the Subcontractor, in conjunction with any further Subcontracting Agreement, obtain and deliver to OTDA a signed and completed, "Offeror Assurance of No Conflict of Interest or Detrimental Effect" form, for each of its Subcontractors prior to entering into a subcontract.

- D. OTDA and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. OTDA will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of OTDA, a real or potential conflict of interest cannot be cured.

## **ARTICLE 9: RESPONSIBILITY TERMS**

- A. The Contractor represents that it has, to the best of its knowledge, truthfully and thoroughly completed the Contractor's Vendor Responsibility Questionnaire ("Responsibility Questionnaire") provided to the Contractor by OTDA prior to execution of this Agreement. The Contractor further represents that as of the date of execution of this Agreement, there are no material events, omissions, changes, or corrections to such document requiring an amendment to the Responsibility Questionnaire.
- B. The Contractor shall provide to OTDA updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information related to such Responsibility Questionnaire becomes available. The Contractor shall, on an annual basis from the anniversary date of execution of this Agreement, re-certify such Responsibility Questionnaire, noting any changes, whether material or non-material, or submit a certification of "no change" to OTDA.
- C. Notwithstanding Subsection (B) hereinabove, OTDA reserves the right, in its sole discretion, at any time during the term of this Agreement, (i) to require updates or clarifications to the Responsibility Questionnaire, (ii) to inquire about information included in or omitted from the Responsibility Questionnaire, and (iii) to require the Contractor to provide such information to OTDA within a reasonable timeframe to be established at OTDA's sole discretion.
- D. OTDA reserves the right to make a final determination of the Contractor's non-responsibility ("Determination of Non-Responsibility") at any time during the term of this Agreement based on (i) any information provided in the Responsibility Questionnaire and/or in any updates, clarifications, or amendments thereof; or (ii) the Contractor's failure to disclose material information; or (iii) OTDA's discovery of any other material information which pertains to the Contractor's responsibility.

## **ARTICLE 10: TRANSITION**

Upon expiration or termination of this Agreement, the Contractor shall, upon the appointment of the successor contractor, provide access to such successor contractor all necessary records in the contractor's possession relating to the Services provided under this Agreement. At OTDA's request, the contractor shall, at current (hourly) rates, as defined in The Bureau of Labor Statistics website for required job titles, make appropriate staff available to OTDA and to the successor contractor during normal business hours to answer questions regarding such records and the Services which have been provided by the contractor under this Agreement. The contractor shall cooperate to the fullest extent with any successor contractor in order to accomplish a smooth and orderly transition, so that the Services required are uninterrupted and are not adversely impacted by the change in contractor.

## **ARTICLE 11: RECORD RETENTION AND DESTRUCTION**

The Contractor, during the course of this Agreement and for a period of six years following its termination or final payment hereunder, whichever occurs later, agrees to maintain and make available for audit by duly authorized representatives of OTDA, the individual states, and the United States Government all records or documentation arising hereunder or relating hereto.

Additionally, all records involving matters in litigation or audit must be kept for a period of not less than three years following the termination of the litigation or audit provided. Electronic copies of any documents related to this Agreement may be substituted for the originals with the prior written approval of OTDA, provided that the copy procedures are accepted by OTDA as reliable and are supported by an adequate retrieval system.

At the end of the Retention Period, the Contractor shall destroy all hardcopies of documents by shredding or incinerating after they have been retained until the end of the Documentation Retention Schedule. Copies of computer backups shall be destroyed by incineration or other proven method to destroy such media after they have been retained until the end of the Document Retention Schedule. The Contractor shall deliver to the OTDA Project Manager a certified statement, signed by the individual(s) responsible for performing the destruction; statement must include date/time, method of destruction and disposal site.

The Contractor shall be responsible for assuring that the provisions of this Article shall apply to any subcontract related to performance under this Agreement.

## **ARTICLE 12: LOBBYING CERTIFICATION**

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a federal agency be subject to a requirement that any Federal Contractor or grantee (such as OTDA) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification that OTDA has been required to sign for the U.S. Health and Human Services Administration for Children and Family Services provides that the language of this certification (shall) be included in the award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and Contracts under grants, loans and cooperative Agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Contractor understands and agrees to the Federal requirements for certification and disclosure.

## **ARTICLE 13: OTHER AGENCY USE**

Upon request by any other New York State Agency, the Contractor shall enter into an Agreement with such agency for the purchase of the goods and services that are the subject of this Agreement. Such new Agreement shall provide that the cost of such goods and services to the agency entering into such Agreement shall be the same as charged to OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the agency requires the Contractor to be obligated to standard Contractual provisions that are more onerous than those contained in Appendix A. In the event that a volume discount is applicable to the increase in services due to other agency use, both OTDA and the other agency shall share in the cost savings.

Upon request by a local social services district, New York City Human Resources Administration (NYC HRA) or its designated purchasing agent, the Contractor shall enter into an Agreement with such district or agent for the purchase of the goods and services that are the subject of this Agreement. Such new Agreement shall provide that the cost of such goods and services to the

district/agent entering into such Agreement shall be the same as charged to OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the municipality constituting the local social services district requires the Contractor to be obligated to standard Contractual provisions are more onerous than those contained in Standard New York State Appendix A. In the event that a volume discount is applicable to the increase in services due to other agency use, both OTDA and the other agency shall share in the cost savings.

## **ARTICLE 14: MISCELLANEOUS PROVISIONS**

### **A. THE NEW YORK STATE PRINTING AND PUBLIC DOCUMENTS LAW**

The New York State Printing and Public Documents Law at Section 7, requires that all lithographic inks used in the production of New York State printing must contain the following minimum percentages of vegetable oil: News Inks – 40%; Sheet Fed Inks – 20%; Forms Inks – 20%; and Heat Set Inks – 10%.

### **B. SEVERABILITY**

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

### **C. SURVIVAL**

The provisions of Appendix A, Appendix B, and Appendix B-1 shall survive the expiration or termination of this Agreement.

## **ARTICLE 15: ENTIRE AGREEMENT AND APPROVALS**

All provisions stated in the Shelter Supplement Pilot Program Evaluation RFP are incorporated into this Agreement and are part of the Contractual obligations under this Agreement, unless explicitly stated herein that such provision(s) is deemed excluded from this Agreement.

This Agreement, attachments and the appendices attached hereto constitute the entire Agreement between the parties with respect to the subject matter; all other prior agreements, representations, statements, negotiations and undertakings are superseded hereby. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement. It is understood that unless the context clearly indicates otherwise, all references herein to this Agreement shall be deemed to include the Attachments and Appendices attached hereto, subject to Article 2 (Merger of Documents/ Conflicts of Clauses) of this Agreement.

## CONTRACT SIGNATURE PAGE

Agency Code: 3410000

Contract Number: **CXXXXXX**

## Agency Certification

**In addition to acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract.**

**Dated** \_\_\_\_\_

**Dated** \_\_\_\_\_

**Agency Signature**

**Contractor Signature**

**Agency Signatory Name (Printed)**

**Contractor Signatory Name (Printed)**

Agency Signatory Title

**Contractor Signatory Title**

### **Corporate, Partnership Or Individual Acknowledgement**

**STATE OF NEW YORK**                 )  
  ) **SS.:**  
**COUNTY OF \_\_\_\_\_**                 )

**[Check One]**

(☐ **If an individual**): On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he acknowledged to me that (s)he executed the same.

(☐ **If a corporation**): On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known who being duly sworn, did depose and say that (s)he resides in \_\_\_\_\_; that (s)he is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s)he signed her/his name thereto by like order.

(☐ **If a partnership**): On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for herself/himself depose and say that (s)he is a member of the firm of \_\_\_\_\_, and that (s)he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that (s)he had authority to sign same, and (s)he did duly acknowledge to me that (s)he executed the same as the act and deed of said firm of \_\_\_\_\_, for the uses and purposes mentioned therein.

**Notary Public**

**Approved as to Form:**

**Letitia James**  
Attorney General

**By:** \_\_\_\_\_

Date: \_\_\_\_\_

**Approved:**

**Thomas P. DiNapoli**  
State Comptroller

By: \_\_\_\_\_

Date: \_\_\_\_\_