

**APPENDIX 2  
AGREEMENT**

<p align="center"><b>New York State Department of Agriculture and Markets 10B Airline Drive Albany, NY 12235-0001 Agency Code 06000</b></p> <p><b>Contract Authority: Agriculture and Markets Law, Article 14</b></p>	<p>Contract Number:</p> <p>Amount of Agreement: \$</p> <p>Contract Period: 5/20/2016 to 4/30/2021</p> <p>NYS Vendor I.D.</p> <p>Charities Reg. No.: Contractor has timely filed all required reports with the AG's Charities Bureau.</p>
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Contractor Name/Project Sponsor:

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address (if different from above):

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Title/Description of Project: **Plum Pox Virus Sample Analysis**

THIS AGREEMENT INCLUDES THE FOLLOWING:	FOR AMENDMENTS CHECK THOSE THAT APPLY:
<input checked="" type="checkbox"/> This Coversheet <input checked="" type="checkbox"/> Appendix A (Standard Clauses for all New York State Contracts-Jan. 2014) <input checked="" type="checkbox"/> Appendix B (Project Budget) <input checked="" type="checkbox"/> Appendix C (Scope of Work or RFP and Proposal) <input checked="" type="checkbox"/> Appendix D (The Department's General Conditions) <input checked="" type="checkbox"/> Appendix E (The Department's Special Conditions) <input type="checkbox"/> Appendix F Other (Specify)	<input type="checkbox"/> Extension of Time From _____ to _____ <input type="checkbox"/> Increase Amount <input type="checkbox"/> Decrease Amount <input type="checkbox"/> Revised Budget <input type="checkbox"/> Revised Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> Appendix A (Standard Clauses for New York State Contracts-_____)
<p style="text-align: right;">If Increase/Decrease in Amount:</p> <p style="text-align: right;">Previous Amount: \$ _____</p> <p style="text-align: right;">Increase/decrease _____</p> <p style="text-align: right;">New Total: \$ _____</p>	
<b>ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.</b>	

**The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement.**

<b>CONTRACTOR</b>	<b>NYS DEPARTMENT OF AGRICULTURE &amp; MARKETS</b>
Signature of Contractor's Authorized Representative: _____	Signature of Authorized Official: _____
Date: _____	Date: _____
Typed or Printed Name of Above Representative: _____	Typed or Printed Name of Above Official: _____
Title of Authorized Representative: _____	Title of Authorized Official: _____
STATE OF NEW YORK ss: County of _____ Notary Public: On this ____ day of _____, 20__ before me personally appeared _____ to me known, and known to me be the same person who executed the above instrument and duly acknowledged the execution of the same.	State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.
Attorney General:	Approved: Thomas P. DiNapoli, State Comptroller By: Date:

## APPENDIX D

### GENERAL CONDITIONS FOR AGREEMENTS NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS

These general conditions apply to the administrative aspects of the agreement and reflect New York State's contract record keeping and payment procedures. These general conditions cannot be changed.

#### ORDER OF PRECEDENCE

The Order of Precedence for this **Agreement** is as follows:

Appendix A  
Contract Cover Page  
Appendix D  
Appendix E  
Appendix C  
Appendix B

#### PAYMENT

In consideration of the services to be performed by the **Contractor** pursuant to this Agreement, the **Department** agrees to pay and the **Contractor** agrees to accept a sum not to exceed the period amount specified on the cover sheet of this agreement. All payments shall be in accordance with the budget contained in Appendix B for the applicable period. Payment under this Agreement is conditional upon the continued availability of funds.

If the amount of this Agreement exceeds \$50,000, payments cannot be made until the Agreement is approved by the Office of the State Comptroller (OSC). Expenditures cannot proceed the start date of the Agreement. If the **Contractor** makes expenditures subsequent to the Agreement start date, but prior to OSC approval, it does so at its own risk. In the event OSC does not approve the Agreement, the **Department** shall have no obligation to pay the **Contractor** for any such expenditure.

Any goods or services ordered by the **Contractor** prior to the start date of the Agreement must be received and paid for during the Agreement period in order for the cost of such goods and/or services to be reimbursed using funds from this Agreement. The **Department** will not reimburse the **Contractor** for the cost of goods and/or services received or paid for prior to the start date of the Agreement period. If OSC approval of the Agreement is required, and the **Contractor** orders any goods and/or services prior to OSC's approval of the Agreement, it does so at its own risk.

The **Contractor** shall submit all Claims for Payments and reports to the following address: NYS Department of Agriculture and Markets, Division of Fiscal Management,

10B Airline Drive, Albany, NY 12235. Claims and any reports will not be considered received by the **Department** and any interest which may be due the **Contractor** will not begin to accrue until they have been received by the Division of Fiscal Management.

The **Contractor** shall submit all Claims for Payment under this Agreement, together with supporting fiscal documentation and required reports within fifteen (15) business days after the end of each quarter. All obligations must be incurred prior to the end date of this Agreement. The final Claim shall be submitted within thirty (30) business days of the end of each annual contract period or the termination of this Agreement.

For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, payments shall be due 45 days after the end of each quarter or 30 days after submission of a Claim for Payment deemed acceptable by the **Department** and OSC, whichever is later.

Final payment, including payment of retained amounts if any, shall not be made until work under the Agreement is completed to the satisfaction of the **Department** and the **Contractor's** final performance report and a final budget report detailing receipt and expenditure of all funds received pursuant to this Agreement by major budget category are received and accepted by the **Department**. Satisfactory completion and acceptance shall be defined as conformance to established standards for such reports and conformance to the attached plan of work.

Upon examination of the **Contractor's** payment requests and supporting material, the **Department** may, in its sole discretion, modify or adjust the amount requested to reflect contract funds expended as of the date of the request. Subsequent to its review and approval of the payment request, the **Department** will transmit the request to the Comptroller for payment.

Payment for claims submitted by the **Contractor** shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The **Contractor** shall comply with the Comptroller of the State of New York's procedures to authorize electronic payments. The **Contractor** acknowledges that it will not receive payment on any claims submitted under this Agreement if it does not comply with the Comptroller of the State of New York's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

## **PROGRESS REPORTS**

The laboratory must provide weekly reports of samples processed and received in the previous week by close of business on Wednesday. The laboratory must notify the Department within 2 hours of any ELISA positive or elevated results. Positive samples must be packaged with appropriate cold pack and forwarded via overnight package

service at the laboratory's expense to a confirmatory laboratory at USDA-APHIS-PPQ Center for Plant Health Science and Technology (CPHST) in Beltsville, Maryland.

## **PAYMENT CONTINGENCY**

Funds for payment under this Agreement are provided to the **Department** through appropriations from the New York State Legislature. These appropriations are made on a fiscal year basis. New York State's fiscal year begins on April 1 of each calendar year and ends on March 31 of the following calendar year. Funds for payments under this Agreement were appropriated to the **Department** during fiscal year **2016-2017**. Payments made after fiscal year **2016-2017** or payment for work pursuant to this Agreement which is completed or continued by the **Contractor** after fiscal year **2016-2017** is subject to appropriation of funds by the Legislature in each subsequent fiscal year.

## **FINANCIAL LIMIT**

The financial limit of State appropriated funds under this Agreement shall not exceed the amount indicated on the latest executed version of the signature page of this Agreement and the **Department** shall not be obligated to make any payment to the **Contractor** in excess of that amount.

## **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS**

The **Contractor** is responsible for complying with all local, state and federal laws applicable to work performed under this Agreement.

## **CONTRACT EXPENDITURES**

Expenditures under this Agreement shall conform to the budget annexed as Appendix B. Any Budget variance shall be made only upon the prior written approval of the **Department** and the Comptroller of the State of New York. The **Contractor** cannot increase the total amount of the Agreement.

## **NON-DUPLICATION OF PAYMENTS**

The payments received by the **Contractor** under this Agreement shall not duplicate payments received from any other source for the work performed under this Agreement. In the event of such duplication, the **Contractor** shall remit to the **Department** the amount which duplicates payment received from other sources.

## **SUBCONTRACTS**

Any subcontract under this Agreement shall be in writing and shall clearly describe the goods or services to be provided and the total cost of such goods or services. Subcontracts for services only shall separately state the rate of compensation on a per-hour or per-day basis.

## **RECORDS MAINTENANCE, EXAMINATION AND RETENTION**

The **Contractor** shall maintain records and accounts in specific detail to identify all contract funds received and expended under this Agreement. The **Contractor** shall maintain a daily written record which contains the name(s) of the officer(s) and employee(s) providing services under this Agreement and the amount of time expended upon such services.

The **Contractor** shall maintain the records required under this paragraph as set forth in Appendix A to this Agreement.

## **INDEMNIFICATION**

The **Contractor** agrees to indemnify and hold harmless the State of New York and the **Department** from all liability incurred by the **Department** for bodily injury (including death) and real and personal property damage resulting from the negligent acts, errors or omissions of the **Contractor**, its officers, agents or employees in the provision of services under this Agreement, provided that the **Department** timely notifies the **Contractor** of any such claim and afford the **Contractor** an opportunity to defend such claim and cooperate fully with the **Contractor** in the defense of any claims.

## **NON-SECTARIAN PURPOSE**

The **Contractor** shall not expend funds received under this Agreement for any purposes other than for performance of the work under this Agreement, and hereby represents that no contract funds shall be expended directly or indirectly for any private or sectarian purpose.

## **CONTRACTOR NOT DEPARTMENT EMPLOYEE OR AGENT**

Neither the **Contractor**, nor its agents, employees, suppliers or subcontractors shall be in any way deemed to be employees or agents of the **Department** or of the State of New York in performing the work under this Agreement.

## DEVIATION FROM WORK

The **Contractor** shall perform the work under this Agreement as outlined in the scope of work annexed as Appendix C. Any substantial deviation from the plan of work shall require the prior written approval of the **Department**.

## RESPONSIBILITY REQUIREMENTS

- A. The **Department** is required to undertake an affirmative review of the responsibility of any vendor to which it proposes to make a contract award. Such review shall be designed to provide reasonable assurances that the proposed contractor is responsible. In undertaking such review, the **Department** must comply with the following standards:
  - a. In all cases, the **Department** must consider any information that has come to its attention from the proposed contractor or any other source that would raise issues concerning the proposed contractor's responsibility.
  - b. In the case of any contract valued at \$100,000 or more, the **Department** must affirmatively require disclosure by the proposed contractor of all information that the **Department** reasonably deems relevant to a determination of responsibility by completing a Vendor Responsibility Questionnaire.
- B. The **Contractor** shall at all times during the **Agreement** term remain responsible. The **Contractor** agrees, if requested by Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- C. The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this **Agreement**, at any time, when he or she discovers information that calls into question the responsibility of the **Contractor**. 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. **Agreement** activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the **Agreement**.
- D. Upon written notice to the **Contractor**, and a reasonable opportunity to be heard with appropriate Commissioner officials or staff, the **Agreement** may be terminated by Commissioner or his or her designee at the **Contractor's** expense where the **Contractor** is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

## TERMINATION

The **Department** may terminate this Agreement for convenience upon giving thirty (30) days written notice to the other party. Upon receipt of such notice from the **Department**, the shall immediately cease work and prepare a statement of costs, expenses and non-cancelable commitments incurred as of the date of such termination.

The **Department** may terminate this Agreement for cause upon giving one (1) days written notice.

The **Contractor's** failure to perform in accordance with the terms of this Agreement due to circumstances reasonably beyond the **Contractor's** control should not constitute cause for termination pursuant to this provision. In the event of such failure to perform, the **Department** may, at its option, either grant the **Contractor** a specified period in which to correct its performance, or terminate this Agreement in accordance with this paragraph.

## MODIFICATION

This Agreement may not be modified unless such modification is made in writing, executed by the **Department** and the **Contractor** and approved by the Attorney General and Comptroller of the State of New York.

## FINAL REPORT

Not later than sixty (60) days from completion of the work under this Contract, the **Contractor** shall file with the **Department** a final written report summarizing the **Contractor's** laboratory findings of the work under this Agreement.

## NECESSARY SIGNATURES

If the financial limit under this Agreement exceeds Fifty Thousand Dollars (\$50,000) this Agreement shall not be binding and effective upon the **Department** unless and until approved by the Attorney General and the Comptroller of the State of New York.

## APPENDIX E

### SPECIAL CONDITIONS FOR AGREEMENTS

#### NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS

These special conditions apply to the administrative aspects of this particular agreement. These special conditions cannot be changed.

#### PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

##### I. General Provisions

- A. The Department of Agriculture and Markets (“**Department**”) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State agreements as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The **Contractor** to the subject agreement (the “**Contractor**” and the “Agreement,” respectively) agrees, in addition to any other nondiscrimination provision of the Agreement and at no additional cost to the **Department**, to fully comply and cooperate with the **Department** in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and agreement opportunities for certified minority and women-owned business enterprises (“MWBEs”). The **Contractor’s** demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Agreement, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Agreement.



## II. Agreement Goals

- A. For purposes of this procurement, the **Department** hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 0% for Minority-Owned Business Enterprises (“MBE”) participation and 0% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the Agreement Goals established in Section II-A hereof, the **Contractor** should reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Additionally, the **Contractor** is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Agreement.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, the **Contractor** must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Agreement. In accordance with §316-a of Article 15-A and 5 NYCRR §142.13, the **Contractor** acknowledges that if the **Contractor** is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Agreement, such a finding constitutes a breach of the Agreement and the **Contractor** shall be liable to the **Department** for liquidated or other appropriate damages, as set forth herein.

## III. Equal Employment Opportunity (EEO)

- A. The **Contractor** agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women’s Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. The **Contractor** shall comply with the following provisions of Article 15-A:
  - 1. The **Contractor** and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes,

EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rates of pay or other forms of compensation.

2. The **Contractor** shall submit an EEO policy statement to the **Department** within seventy-two (72) hours after the date of the notice by the **Department** to award the Agreement to the **Contractor**.
3. If the **Contractor** or subcontractor does not have an existing EEO policy statement, the **Department** may provide the **Contractor** or subcontractor a model statement (see Form MWBE/EEO1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
  - a. The **Contractor** will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The **Contractor** shall state in all solicitations or advertisements for employees that, in the performance of the Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. The **Contractor** shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the **Contractor's** obligations herein.
  - d. The **Contractor** will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Agreement.

#### C. Form MWBE/EEO2 – Staffing Plan

To ensure compliance with this Section, the **Contractor** shall submit a Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The **Contractors** shall complete the Staffing Plan Form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Agreement.

D. Form MWBE/EEO3 – Workforce Employment Utilization Report (“Workforce Report”)

1. Once an agreement has been awarded and during the term of the Agreement, the **Contractor** is responsible for updating and providing notice to the **Department** of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Agreement to report the actual workforce utilized in the performance of the Agreement by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by the **Contractor** and any subcontractor performing work on the Agreement.
3. In limited instances, the **Contractor** may not be able to separate out the workforce utilized in the performance of the Agreement from the **Contractor’s** and/or the subcontractor’s total workforce. When a separation can be made, the **Contractor** shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Agreement. When the workforce to be utilized on the Agreement cannot be separated out from the **Contractor’s** and/or the subcontractor’s total workforce, the **Contractor** shall submit the Workforce Report and indicate that the information provided is the **Contractor’s** total workforce during the subject time frame, not limited to work specifically under the Agreement.

E. The **Contractor** shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions, the **Contractor** and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### IV. MWBE Utilization Plan

- A. The **Contractor** represents and warrants that the **Contractor** has submitted an MWBE Utilization Plan (MWBE/EEO4) either prior to, or at the time of, the execution of the Agreement.
- B. The **Contractor** agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Agreement pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

- C. The **Contractor** further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the **Department** shall be entitled to any remedy provided herein, including but not limited to, a finding of the **Contractor** non-responsiveness.

## V. Waivers

- A. For Waiver Requests the **Contractor** should use Form MWBE/EEO5 – Waiver Request.
- B. If the **Contractor**, after making “good faith efforts,” is unable to comply with MWBE goals, the **Contractor** may submit a Request for Waiver Form documenting “good faith efforts” by the **Contractor** to meet such goals. If the documentation included with the waiver request is complete, the **Department** shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the **Department**, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the **Contractor** is failing or refusing to comply with the Agreement goals and no waiver has been issued in regards to such non-compliance, the **Department** may issue a notice of deficiency to the **Contractor**. The **Contractor** must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Agreement Goals.

## VI. Quarterly MWBE Contractor Compliance Report

The **Contractor** is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE/EEO6) to the **Department** by the 10<sup>th</sup> day following each end of quarter over the term of the Agreement documenting the progress made towards achievement of the MWBE goals of the Agreement.

## VII. Liquidated Damages – MWBE Participation

- A. Where the **Department** determines that the **Contractor** is not in compliance with the requirements of the Agreement and the **Contractor** refuses to comply with such requirements, or if the **Contractor** is found to have willfully and intentionally failed to comply with the MWBE participation goals, the **Contractor** shall be obligated to pay to the **Department** liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the **Contractor** achieved the contractual MWBE goals; and

2. All sums actually paid to MWBEs for work performed or materials supplied under the Agreement.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the **Department**, the **Contractor** shall pay such liquidated damages to the **Department** within sixty (60) days after they are assessed by the **Department** unless prior to the expiration of such sixtieth day, the **Contractor** has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of §313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of the **Department**.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Agreement, leading to the withholding of funds, suspension or termination of the Agreement or such other actions or enforcement proceedings as allowed by the Agreement.**

The forms referenced above can be found at: <http://www.agriculture.ny.gov/MWBE.html>.

## **FEDERAL FUNDING**

Payments under this Agreement shall be made only upon receipt of funds from the United States Department of Agriculture (USDA) on Agreement No. 15-8236-0245-CA and successive agreement. Nothing in this Agreement shall obligate the **Department** to make any payment in excess of actual funds received from the USDA. The Department shall reduce the amount of any payment request from **Cornell** if funds received are insufficient to cover the full payment.

## **CONSULTANT SERVICES CONTRACTOR'S ANNUAL EMPLOYMENT REPORT**

**Contractor** shall submit the attached Form B: "State Consultant Services Contractor's Annual Employment Report" to the Department, the Office of the State Comptroller and the Department of Civil Service on or before May 15<sup>th</sup> of each year of this Agreement. Such report shall include employment data for the most recently concluded State fiscal year (April 1- March 31).

### *Instructions for Completing Form B*

- **Scope of contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Access the O\*NET database, which is available through the United States Department of Labor's

Employment and Training Administration, on-line at [online.onetcenter.org](http://online.onetcenter.org) to find a list of occupations.)

- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours worked during the Report Period by the employees in the employment category.
- **Amount payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract for work by the employees in the employment category, for services provided during the Report Period.

Reports that are submitted to the Department must be transmitted as follows:

By mail: NYS Department of Agriculture & Markets  
Division Fiscal Management  
10B Airline Drive  
Albany, NY 12235

By fax: (518) 485-7750

Reports that are submitted to the Office of the State Comptroller must be transmitted as follows:

By mail: NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street. 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consulting Reporting

By fax: (518) 474-8030 or (518) 473-8808

Reports that are to be submitted to the Department of Civil Service must be transmitted as follows:

By mail: NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239

**FORM B**

**OSC Use Only:**  
 Reporting Code:  
 Category Code:

**State Consultant Services  
 Contractor's Annual Employment Report  
 Report Period: April 1,        to March 31,**

Contracting State Agency Name: \_\_\_\_\_ Agency Code: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Contract Term:    /    /        to    /    /  
 Contractor Name: \_\_\_\_\_  
 Contractor Address: \_\_\_\_\_  
 Description of Services Being Provided: \_\_\_\_\_

**Scope of Contract (Choose one that best fits):**  
 Analysis     Evaluation     Research     Training   
 Data Processing     Computer Programming     Other IT consulting   
 Engineering     Architect Services     Surveying     Environmental Services   
 Health Services     Mental Health Services   
 Accounting     Auditing     Paralegal     Legal     Other Consulting

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report: \_\_\_\_\_  
 Preparer's Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Date Prepared:    /    /

(Use additional pages if necessary) Page    of

Please submit one copy of this form to the following:

NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consulting Reporting

Fax: (518) 474-8030 or (518) 473-8808

NYS Dept. of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239

NYS Dept. of Agriculture & Markets  
Division of Fiscal Management  
10B Airline Drive  
Albany, NY 12235

Fax: (518) 485-7750

SAMPLE