



ROBERT DENNISON
CHAIRMAN

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
DIVISION OF PAROLE
97 CENTRAL AVENUE
ALBANY, NEW YORK 12206

ANTHONY G. ELLIS II
EXECUTIVE DIRECTOR

November 30, 2006

Dear Administrative Officer:

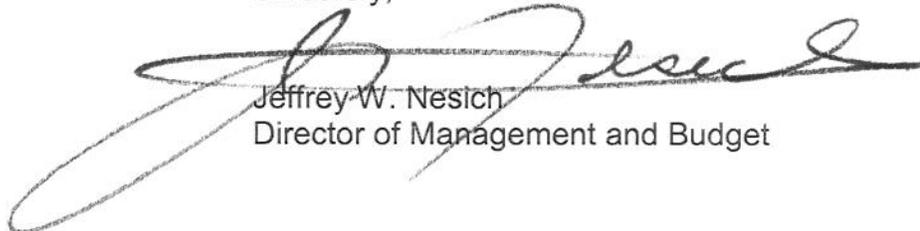
This letter is to inform you that on December 4, 2006, the Division of Parole (DOP) will release Request for Proposal (RFP) 2006-04 Community Based Residential Services. The RFP and all associated materials and forms are available on the NYSDOP website at: www.parole.state.ny.us, click on Program and Resources, Request for Proposals.

This RFP will enable the Division to award contracts for Community Based Residential Programs for individuals under Parole supervision. Please note there will be a formal non-mandatory Bidder's Conference on Friday, December 15, 2006, at the Division's Central Office, 97 Central Avenue, Albany, and at the Division's New York Metro I Office (3rd Floor Conference Room), 119 West 31st Street, New York (video conferencing will be used at both sites). Any questions pertaining to this proposal, or to confirm your attendance and be advised of the time of the conference, should be addressed to Jeff Nesich, Director of Management and Budget, at (518) 473-3901 or e-mailed to contracts@parole.state.ny.us. Due to space limitations, only two representatives from each organization may attend the conference. Questions must be submitted by January 22, 2007. Answers to all questions will be posted on the NYSDOP website no later than January 24, 2007. A transcript of the Bidder's Conference will be made available on the website no later than January 12, 2007.

Proposals must be received by 12:00 noon on February 1, 2007. Proposals that are late for any reason will be rejected. Faxed or e-mailed copies are not acceptable.

Please call me if you need any additional information (518) 473-3901.

Sincerely,



Jeffrey W. Nesich
Director of Management and Budget



New York State
Division of Parole

Request for Proposal
RFP 2006-04
Community Based Residential Program(s)

George E. Pataki
Governor



Division of Parole

Robert Dennison
Chairman

Anthony G. Ellis II
Executive Director

NYS DIVISION OF PAROLE
REQUEST FOR PROPOSAL 2006-04
COMMUNITY BASED RESIDENTIAL PROGRAM

I. Purpose

The New York State Division of Parole (DOP) invites proposals from not-for-profit and for-profit providers for the development and operation of a Community Based Residential Program (CBRP) for individuals under Parole supervision. The CBRP is a housing initiative to assist persons under the supervision of the Division to gain stability in the community while providing for individual case needs and community safety. CBRP's provide food, counseling, and other services such as substance abuse treatment, educational/vocational training, mental health and social services to residents either directly or through referral to credentialed providers.

All contract award programs must commence within 90-days of contract award notification. DOP officials will conduct site visits within 10-days of contract award notification. Contract term will be for a period of five-years, effective 5/1/07 to 4/30/12. The components of this RFP are as follows:

A CBRP provides a structured setting and services for a period of up to 90-days to the following client groups:

- | | |
|------------------|--|
| Client Group I | Newly released individuals from state correctional facilities who do not have an acceptable residence; |
| Client Group II | Releasees who require increased supervision structure in order to change behavior patterns which, given case circumstances, may otherwise lead to reincarceration; |
| Client Group III | Releasees who have violated Parole, as an alternative to incarceration. |

The Division seeks to establish Community Based Residential Programs throughout New York State, under the following general provisions and designated Catchment areas:

Catchment Area I:

Metro I and II

- A minimum of **ten (10)** beds and a maximum of **twenty (20)** beds located in either of the counties of **Kings, Queens, Bronx, or New York**, serving female releasees from the five boroughs of New York City.

Catchment Area II:

Metro I and II

- A minimum of **seventy (70)** beds and a maximum of **eighty (80)** beds located in either of the counties of **Kings, Queens, Bronx, or New York**, serving male releasees from the five boroughs of New York City.

Catchment Area III:

Region III

- **Ten (10)** beds located in either **Suffolk** or **Nassau** County, serving males primarily from those counties;
- **Ten (10)** beds located in either **Westchester** or **Rockland** County, serving males primarily from those counties; and
- **Ten (10)** beds located in **Orange** County, serving males primarily from Orange County.

Catchment Area IV:

Region IV

- **Thirty (30)** beds located in either of the counties of **Albany**, **Schenectady**, or **Rensselaer**, serving males and/or females primarily from those counties;
- **Fifteen (15)** beds located in **Onondaga** County, serving males and/or females primarily from Onondaga County; and
- **Ten (10)** beds located in **Dutchess** County, serving males and/or females primarily from Dutchess County.

Catchment Area V:

Region V

- A minimum of **fifteen (15)** beds and a maximum of **twenty-five (25)** beds located in **Erie** County, serving males and/or females primarily from Erie County;
- A minimum of **twenty (20)** beds and a maximum of **thirty (30)** beds located in **Monroe** County, serving males and/or females primarily from Monroe County;
- **Ten (10)** beds located in **Broome** County, serving males primarily from Broome County; and,
- **Five (5)** beds located in **Niagara** County, serving males and/or females primarily from Niagara County.

II. Background and Demographic Profile

The New York State Division of Parole is a criminal justice agency responsible for the community supervision of a statewide population of offenders who have been released from State-operated Correctional Facilities. Release from incarceration can occur by discretionary action of the Parole Board, by statutory release based on “good time” credit (conditional release) or in the case of determinate sentences, release to post-release supervision. The Mission of the Division of Parole is:

“To promote public safety by preparing inmates for release and supervising parolees to the successful completion of their sentence”.

Currently, there are approximately 44,000 offenders under active supervision within New York State. Of these, 93% are male, 52% Black, 27% Hispanic and 20% White. Approximately one-third are between 16 and 30 years of age, another one-third between 31 and 40 years of age, and the remaining third 41 years of age or older. Three out of four have a drug abuse history, 79% have attended some High School, and 52% of those able to work are unemployed. The crimes of conviction for 42% of this population involve crimes against persons/violent crimes, 16% involve property/non-violent crimes, 40% involve drug-related offenses, and 2% are adjudications as Youthful Offenders or are Juvenile Offenders. Four percent of this population are on the Sex Offender Registry.

Offenders released from incarceration may experience a variety of transitional issues and have special needs in the areas of substance abuse, housing, health, mental illness, employment and family reintegration. A productive, lawful transition to society depends on appropriate linkages to community resources and services. In addition, offenders already under supervision may require temporary stabilization with assessment, referral and treatment services to remedy community adjustment issues. Parole's community supervision process seeks to employ a comprehensive approach to public safety and offender management. Parole Officers must have resources available, such as a community based residential program, in order to better assist offenders toward success under parole supervision and to ensure community protection issues are addressed.

III. SCOPE OF SERVICES

The required Scope of Services is included as *Attachment B*. Proposals must specifically state any requirements that cannot be met on *Attachment C – Proposal Response Questions*.

IV. EVALUATION PROCESS

The Division of Parole will award contracts based upon evaluation of all aspects of the program according to the needs of the agency and the best interests of the State of New York. Awards will go to providers whose proposal provides the best value as determined by the Division. If two offers are found to be equivalent, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

Any original proposal submitted with incomplete information or absent information, including but not limited to the Certificate of Occupancy, requested Budget, or Signed Cover Sheet, will not receive award consideration. Additionally, RFP reviewers will not read or evaluate any information contained in the response to Attachment C if those pages minus the Budget attachments exceed the 10-page limit (double spaced).

A Committee of Division managers will evaluate all proposals to determine which proposal is most capable of implementing the Division's requirements based on the following criteria:

Phase I

Phase I will consist of a review of each original proposal to ensure that all mandatory requirements are met. Failure to meet any of the mandatory requirements in the original proposal will result in a proposal being considered non-responsive and will result in elimination from further evaluation. All original proposals that meet the mandatory requirements will move to Phase II. Phase I is not scored; it is reviewed for compliance as noted below:

Pass/Fail Checklist

- Original signed proposal plus ten (10) copies
- Noted compliance with Attachment A
- Establishment of a TB Control Plan and Policy & Procedure Manual
- Compliance with MacBride Fair Employment Principles
- Double-spaced Proposal Response Narrative

Completed and submitted IN ORDER:

- Attachment D* (Application Cover Sheet)
- Ten (10) page Proposal Response Narrative (See *Attachment C*)
- Sample Case Record Forms
- Attachment E* (Budget Form and Narrative Justification)
- Certificate of Occupancy, if applicable
- Any applicable licenses; OASAS License if treatment is to be provided on site.
- Certificate of Incorporation
- Board of Directors list
- Resumes of staff to provide services
- Letters of Recommendation (non-Parole staff)

Completed attachments:

- MWBE Forms (*Attachment F*)
- State Finance Law §139j and §139k (*Attachment G*)
- Worker's Compensation Insurance (*Attachment H*)
- Vendor Responsibility Questionnaire (*Attachment I*)
- ST-220 Tax Certification (*Attachment J*)

Phase II

Phase II will consist of an initial verification that all proposal copies are complete. Accordingly, if copies are found to be incomplete from the original submitted proposal, Committee members will **deduct 5 points** from provider's total score. Phase II will then consist of an evaluation of your detailed programmatic proposal, including references and financial components (see *Attachment C* for specific format and instructions):

Agency Summary (10 points)

Willingness and ability to comply with all components in the required Scope of Services
(25 points)

Population to be Served (10 points)

Experience/References (15 points)

Program Performance (15 points)

Budget/Fiscal: competitiveness of the total proposed costs, (as determined on a per client slot basis) including application of any and all third party revenue (25 points)

Points will be awarded for each category as listed above. A passing grade of 70 will be required to receive award consideration.

A minimum of one award per Catchment Area will be made (as long as at least one proposal in said Catchment Area received a passing score of 70). Additional awards in each Catchment Area will be made provided there is sufficient funding to do so. Such additional awards will be made based upon the following parameters:

- Since non-NYC Catchment Areas currently have 42% of the active Parole population, additional awards will be made to bring these areas close to 42% of available housing resources.
- Since Catchment Area III will have the lowest level of housing resources per population, the first additional award will be considered for Catchment Area III.
- Since Catchment Area V will have a lower level of housing resources per population than Region IV, the second additional award will be considered for Region V.
- Since Region IV has a lower level of housing resources than Regions I and II, any remaining award will be made to Region IV before Catchment Areas I and II.
- Since 95% of the Parole population is male, any opportunity for an additional NYC award will be made in Catchment Area II before Catchment Area I.
- If all five Catchment Areas have received consideration for additional awards, and funding still exists, then the same process above will apply, Catchment Areas III, then V, then IV, then II, and then I.

V. PROPOSAL SUBMISSION

Proposals must be submitted in accordance with the following format:

- Standard 8.5 x 11 inch paper, one-inch margins all the way around, business print style font of not less than 12 points, **double-spaced**. *Proposals that are not double-spaced will be disqualified.*
- Submitted proposals must include documents as noted below in the following order. Failure to submit any documents in the original proposal will result in being excluded from award consideration (included in Pass/Fail Checklist):
 - ✓ **Completed Attachment D (Application Cover Sheet);**
 - ✓ **Ten (10) page Proposal Response Narrative (See Attachment C) you will be specifically scored on this submission;**
 - ✓ **Sample Case Record Forms;**
 - ✓ **Completed Attachment E (Budget Form and Narrative Justification);**
 - ✓ **Certificate of Occupancy, if applicable;**
 - ✓ **Any applicable licenses; OASAS License if treatment is to be provided on site.**
 - ✓ **Certificate of Incorporation;**
 - ✓ **Board of Directors list;**
 - ✓ **Resumes of existing staff who will be assigned to provide services to parolees;**
 - ✓ **Letters of Recommendation; and,**
 - ✓ **Completion of the following attachments:**
 - **MWBE Forms**
 - **Compliance with State Finance Law §139j and §139k**
 - **Certificate of Worker's Compensation Insurance**
 - **Vendor Responsibility Questionnaire**
 - **ST-220 Tax Certification**
- The original proposal signed by the Chief Executive Officer of the agency plus ten (10) copies must be included.

NOTE: ANY PROPOSAL THAT IS SUBMITTED LATE OR BY FAX WILL NOT BE CONSIDERED.

VI. STIPULATIONS

- A. Issuance of this RFP does not commit the Division to award any contracts or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the applicant.
- B. The Division reserves the right to make more than one award or no award for any service described herein.
- C. The Division reserves the right to amend, modify, or withdraw this RFP at any time and without notice to or liability to any applicant or other parties for expenses incurred in preparation of a proposal.
- D. The application shall be signed by an official authorized to bind the applicant and shall constitute a firm offer by the applicant for a minimum period of 90-days after proposal submission. The proposal shall serve as the basis for the contract with successful applicants.
- E. Applicant must represent that the services provided are secular and provided without regard to religious, ethnic, or gender factor, and do not directly or indirectly favor or foster a single sectarian view or religion.
- F. Contract awardees will be required to assure compliance with certain provisions required by both State and Federal Law. These include, but are not limited to, assurance of non-discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Applications from Minority and Women-Owned Enterprises are encouraged.

VII. REQUIREMENTS

Proposals must demonstrate:

- A. That they are licensed, if applicable, or will become licensed to provide such services at the designated location and that they have an existing Certificate of Occupancy and can deliver services at the identified location by program commencement.
- B. That the program can start within 90-days of award notification.
- C. That they can provide the services to releasees described in Section III above in a manner that best meets the needs and operation of the agency.
- D. That their background and experience qualify them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.
- E. That they will comply with all standards and appropriate regulations governing contracts with the State of New York (*Attachment A*).

- F. That they have a demonstrable ability to receive third party funding to support the program.
- G. That they have a willingness to work with the Division to achieve any goals established relative to sub-contracting or purchasing of supplies from Minority and Women-Owned Businesses.
- H. That they have the ability to service Spanish-speaking clients.
- I. That providers have established a TB Control Plan and an agency Policy and Procedure Manual.
- J. Please stipulate if your organization has any business interests in Northern Ireland and if so, that it will take lawful steps in good faith to conduct said operation in accordance with MacBride Fair Employment Principles and that you will permit independent monitors of your compliance with such principles.
- K. Completion of the attached forms:

- **MWBE Forms (Attachment F)**

Subject to the requirements of Article 15-A of the Executive Law, the Division of Parole has established MBE goals of ten (10) percent participation for Region I and Region II and five (5) percent participation for Regions III, IV, and V; of the dollar value of this agreement by certified minority-business enterprises (MBE's) as subcontractors and suppliers on this project for the provision of services and materials. Likewise, the Division of Parole has established WBE goals of eight (8) percent participation for Region I and Region II and four (4) percent participation for Regions III, IV, and V; of the dollar value of this agreement by certified women-owned business enterprises (WBE's) as subcontractors and suppliers on this project for the provision of services and materials. These percentages are not set asides or quotas, but are only targets. Percentages do change according to MWBE availability and the type of service or commodity the Division of Parole contracts. All bidders must submit a brief description of how MBE/WBE goals will be met. Selected bidders should be prepared to submit an MWBE Utilization plan (MWBE1), which meets the above goal percentages within seven (7) business days after date of notification by Parole. Parole's Affirmative Action Office will assist the bidder in identifying certified MWBE firms within the bidder's geographic area.

In accordance with Section 312 of Executive Law; Article 15-A, EEO (Equal Employment Opportunity) regulations mandate that all contractors and/or subcontractors as a precondition to entering into a valid and binding State contract shall agree: not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action. The contractor and/or subcontractor shall also submit a Staffing Plan (see *Attachment F*) of the anticipated workforce to be utilized on the contract, and an EEO Policy Statement (see *Attachment F*).

Accordingly, *Attachment F* forms will have to be completed and submitted as part of your proposal.

▪ **Compliance with State Finance Law §139j and §139k (Attachment G)**

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Contractor that all information provided to the Division of Parole with respect to State Finance Law §139-k is complete, true and accurate (*Attachment G, Form 1*). In addition, State Finance Law §139-j(6) requires that the Division of Parole incorporate a summary of its policy and prohibitions regarding permissible contacts during a covered procurement.

State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the Division of Parole and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the “Request for Proposal (RFP)” through final award and approval of the Procurement Contract by the Division of Parole and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Regarding this RFP process you may only contact Jeff Nesich, Director of Management and Budget. Indicate your concurrence with this requirement in *Attachment 2*. Please note that during the RFP process that the Division of Parole is required to determine the responsibility of “the proposed Contractor” pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period the Contractor is debarred from obtaining governmental Procurement Contracts.

Lastly, New York State Finance Law §139-k(2) obligates the Division of Parole to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j (*Attachment 3*). This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, potential Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by the Division due to: (a) a violation of State Finance to the Division of Parole. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Contractor that fails to

timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Contractor is necessary to protect public property or public health safety, and that the Contractor is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

The Division of Parole must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist. Accordingly, all potential Contractors submitting a proposal pursuant to this RFP must provide the three attached completed certification forms (see *Attachment G*) with their proposal.

▪ **Certificate of Worker's Compensation Insurance (Attachment H)**

Workers' Compensation Requirements Under Wcl §57 - To assist the Division in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with the Division of Parole **MUST** provide ONE of the following forms:

C-105.2 – Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the Division upon request) PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; **OR**

WC/DB-100 Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; **OR**

WC/DB-101, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; **OR** (Affidavits must be stamped as received by the NYS Workers' Compensation Board.) **See attached affidavit form.**

SI-12 – Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the Division upon request).

▪ **Vendor Responsibility Questionnaire (Attachment I)**

The Division of Parole is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire (*Attachment I*) is designed to provide information to assist Parole in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organization capacity, and performance history.

Prospective contractors will have to answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response.

The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations, as the questionnaire information must be attested to by an owner or officer of the vendor.

Please read the certification requirement at the end of the questionnaire (Attachment I).

▪ **ST-220 Tax Certification (Attachment J)**

NYS enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor must use Form ST-220, Contractor Certification (*Attachment J*), to make this certification before the contract may be approved by the Office of the State Comptroller (OSC), or other contract approver if OSC is not required to approve the contract. Part I of form ST-220 covers contract services that are not services for purposes of Tax Law section 5-a.

VIII. PROPOSAL SUBMISSION AND DUE DATES

There will be a formal Bidder's Conference on **Friday, December 15, 2006**, at the Division's Central Office, 97 Central Avenue, Albany, and at the Division's New York Metro I Office (3rd Floor Conference Room), 119 West 31st Street, New York (video conferencing will be used at both sites). Any questions pertaining to this proposal, or to confirm your attendance and be advised of the time of the conference, should be addressed to Jeff Nesich, Director of Management and Budget, at (518) 473-3901 or e-mailed to contracts@parole.state.ny.us. Due to space limitations, only two representatives from each organization may attend the conference.

Questions must be submitted by January 22, 2007. Original proposals plus ten copies, including the completed application cover sheet (*Attachment D*), and proposed budget sheet (*Attachment E*), must be received no later than **12:00 noon on February 1, 2007**. Any proposals received after this time cannot be accepted.

Proposal original plus 10 copies must be received in a sealed envelope marked "**Proposal for Bid 2006-04**" and forwarded to:

**NYS Division of Parole
Support Operations
Proposal for Bid 2006-04
97 Central Avenue
Albany, NY 12206**

ATTACHMENT A

Standard Clauses for All NYS Contracts

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

1. Executory Clause
2. Non-Assignment Clause
3. Comptroller's Approval
4. Workers' Compensation Benefits
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19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Purchases of Apparel

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

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ATTACHMENT B

COMMUNITY BASED RESIDENTIAL SERVICES

SCOPE OF SERVICES

ATTACHMENT B

NYS DIVISION OF PAROLE RFP 2006-04 COMMUNITY BASED RESIDENTIAL PROGRAM

SCOPE OF SERVICES

I. INTRODUCTION

The NYS Division of Parole (DOP) has established its Community Based Residential Program to meet the needs of parolees who are homeless and/or at risk of re-offending and to enable the Division to meet its mission:

“To promote public safety by preparing inmates for release and supervising parolees to the successful completion of their sentence.”

To decrease the risk of recidivism, it is essential for parolees to have stable, structured housing along with treatment that provides cognitive behavioral programming to address maladaptive coping skills, criminal values and beliefs. The intensity of the program should be tailored to meet the needs of the parolee and the parolee’s risk of recidivism. The parolee’s treatment plan should be prioritized according to a risk/needs assessment. The risk component of the assessment should prioritize supervision and treatment resources for higher risk offenders. The need component of the assessment should target evidence- based interventions to criminogenic behaviors.

In addition to ensuring that cognitive therapy is available to parolees, it is also important that housing programs provide services that assist parolees. These services include assistance in obtaining needed entitlements, vocational assessments, vocational development, employment, and discharge to suitable, permanent housing. Finally, it is imperative for providers to employ educated, experienced staff that are culturally competent and have an understanding of the issues faced by parolees as they re-enter the community or reunite with their families.

To that end, the Contractor shall provide the following contracted services:

II. SCOPE OF SERVICES

It shall be understood by all parties that residents will remain under the jurisdiction of DOP and DOP will retain all necessary responsibility and authority over the residents. DOP will provide for the monitoring of business management and administration of the program, monitoring of rehabilitation services provided to residents and will periodically conduct on-site program reviews. The Contractor shall designate an administrative liaison for the program and fiscal management of the contract. The Division of Parole will designate a contract manager on the local level who will coordinate the Division of Parole’s involvement with the service provider.

The Contractor shall furnish the necessary facilities, equipment, and personnel to provide for the safekeeping, care and assistance of persons residing in facilities as required by DOP.

A. Administration

1. The Contractor shall have a written policy and procedure manual for staff program operation and control. In addition, the Contractor shall develop and issue to each resident a handbook that includes general information about program operation and the resident's responsibilities in the program. Said materials shall be in Spanish where applicable.
2. Program rules and regulations shall be subject to the approval of DOP and must clearly reflect policies regarding resident furloughs and passes as well as visitor policies. Upon admission, all residents shall be promptly advised in writing of the house rules, cardinal rules of the program and the discipline system. Such notice shall be in Spanish where applicable.
3. The Contractor shall attend and participate in meetings with DOP staff and other Contractors for the purpose of training, technical overview of performance under this contract, problems encountered and recommendations for program improvement.
4. The Chairman of the Division of Parole (Chairman) or his designee shall have immediate access to residents and all records pertaining to residents. Noncompliance with this section shall mean immediate termination of the contract.
5. No residents shall have the authority to supervise other residents. In addition, no residents shall have access to the records of other residents or to DOP computer equipment.
6. The Contractor must develop a specific plan, subject to approval by DOP, for searching for contraband.
7. The Contractor shall establish adequate record-keeping systems that will ensure prompt, complete submission of all fiscal and programmatic forms to the Division of Parole, as required, on a monthly basis.
8. The Contractor must maintain a separate bank account for the receipt of resident income. Disbursements for approved resident expenses, victim restitution, housing contributions, and family supports shall be made out of the account by the provider, on behalf of the resident with the remaining balance turned over to the resident when the resident leaves the program. The account must consist of a ledger card with a "running balance" for each client and a three-part renumbered receipt book (one copy for the resident ledger card and one to remain in the receipt book). Maintenance of this account must meet acceptable government accounting standards for internal controls.

B. Personnel

1. Each Community Based Residential Program shall employ staff that is adequate in number to effectively conduct its program. Preferred staffing includes the following: a full-time Administrative Director; clinically competent Counselor(s) or Case Manager(s) to conduct needs assessments, referrals, follow up, counseling, and discharge planning at a staff to resident ratio to be determined with approval of the Division; 24 hour staff coverage to provide security and control; and clerical support. Program Counselors who will provide substance abuse counseling on-site are required to meet the qualifications established for employment in an alcohol abuse and substance abuse program by OASAS, as appropriate and the DOP, as provided in approved job descriptions.
2. The Contractor shall maintain written job descriptions, which accurately describe current duties for all personnel performing services under this contract. The job description shall be given to each employee. Staffing should reflect the diversity of the client population. An ability to serve Spanish-speaking releasees is required.
3. Hiring of all program staff is subject to approval by DOP. No individual who has been convicted of any crime that would bring into question the competence or integrity of the individual to provide services shall be employed in the facility. No individual currently under Parole supervision shall have the authority to supervise or have access to the records of persons under parole supervision.
4. To assure that staff is free from any health problem that is a potential risk to clients or may interfere with the performance of their duties, program staff members are to have an annual medical examination.
5. Contract Standards of Employee Conduct shall include, but are not limited to, the following:
 - a. No Contractor employee may fraternize with any participant except in a relationship that will further the approved goals of the Contractor's program. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or nontangible) gift, favor or service, from a resident or from any resident's family or close associate no matter how trivial the gift or service may seem. All staff are required to report to the facility director any violation or attempted violation of these restrictions. In addition, no staff shall give any gifts, favors or services to residents, their families or close associates, or otherwise display preferential treatment. The Contractor will report any violation or attempted violation to the Division of Parole.
 - b. No Contractor employee shall enter into any business relationship with residents.

- c. No Contractor employee shall have any outside contact (other than incidental contact) with a resident, his family or close associates, except for those activities which are an approved, integral part of the facility program and a part of the employee's job description.
 - d. Contractor employees are forbidden to engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor.
 - e. The Contractor shall notify all employees of the Standards of Employee Conduct and document this notification by having the employee sign and date a written Standards of Employee Conduct Agreement, a copy of which must be kept on file.
 - f. Any violation or attempted violation of the restrictions in this section shall be reported immediately to Parole staff. Any failure to so report or to take appropriate disciplinary action against an offending employee may subject the Contractor to sanction.
6. Program staff shall, in the rare instance when deemed necessary by DOP, provide testimony and supporting documentation in violation of Parole proceedings.

C. Facility

- 1. Each facility must have safe and adequate facilities to carry out its program. To ensure this, the facility must adhere to the following minimum space requirements as appropriate to the services provided:
 - a. sleeping area: 80 square feet per resident for single beds, or 40 square feet per resident for two-deck bunks or temporary usage. Maximum dormitory capacity is 24;
 - b. kitchen: 50 square feet;
 - c. assembly: 6 square feet per person;
 - d. corridor widths: 3 feet minimum;
 - e. minimum ceiling height in living areas: 7 feet 6 inches;
 - f. minimum ceiling height in corridors: 7 feet;
 - g. education rooms: 20 square feet per person, with a maximum of 40 persons in the room at one time;
 - h. vocational shops: 50 square feet allowed per person.
- 2. Each facility must be clean, sanitary, safe and suitable for the comfort and care of the residents, and must have, as appropriate:
 - a. an interior fire alarm system with sound and light sufficient to alert all occupants. Such system must be maintained in operating condition;
 - b. sufficient fire extinguishers of appropriate size and type with a tag showing the latest recharging date. Extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of fire;
 - c. smoke and fire barriers of one hour fire rating installed between floors of buildings of more than two stories;
 - d. walls and doors of minimum of one hour fire rating for all corridors of residential buildings of more than two stories;

- e. two means of egress with doors equipped with appropriate hardware and in compliance with the applicable codes;
 - f. the building will conform to the NYS Uniform Fire Prevention and Building Code (Title 9 NYCRR) occupancy classification for multiple dwellings;
 - g. exit signs of legible letters not less than 6 inches high and ¾ inch wide strokes, on contrasting backgrounds. Illuminated exit signs of same size letters are required in places of assembly and at exits of residential building corridors and passages;
 - h. adequate protection from hazards in heater and boiler rooms;
 - i. a smoke detector that emits a distinctive signal of its own, or activates the fire alarm system. A direct connection to the local fire department is advisable where available. In its absence, a telephone shall be provided on each floor, with the local fire department's telephone number posted in bold print on a contrasting background;
 - j. storage facilities for personal articles in all approved bedrooms;
 - k. adequate lighting and ventilation;
 - l. there shall be minimum of one toilet and one sink for each 10 residents and a minimum of one tub or shower for each 10 residents. All facilities shall provide sufficient lavatory facilities to insure the privacy of male and female residents;
 - m. a building heating system capable of supplying sufficient heat to maintain a temperature of 68 degrees Fahrenheit;
 - n. furnishings which include comfortable beds;
 - o. linen supplied at least weekly, including three towels;
 - p. dining space and a comfortable living room with facilities for recreation;
 - q. an adequate and safe water supply; and
 - r. proper disposal of waste and sewage.
3. Each facility shall observe at least the following safety precautions:
- a. fire drills, utilizing the interior fire alarm system, shall be conducted every month. They shall be held at different times of the day and night when the building is occupied. A written record shall be maintained, indicating the time the drill is held, the number of participants and how long it took to evacuate the building;
 - b. fire regulations and evacuation routes shall be posted in bold print on contrasting backgrounds and in conspicuous locations;
 - c. all buildings shall have at least one telephone line;
 - d. there must be a first aid area equipped with basic first aid supplies;
 - e. staff shall be familiar with first aid practices and emergency contact procedures;
 - f. employees shall be trained in the use firefighting equipment and the means of rapidly evacuating the building;
 - g. nightlights of no less than one foot measured at the floor shall be provided in all hallways and stairways;
 - h. shielding shall be provided for all unprotected high-temperature piping, etc., which is located where people can come in contact with exposed surfaces;
 - i. unvented open-flamed space heaters shall not be used;

- j. only metal containers with fitted covers shall be used for storage of refuse;
- k. all flammable materials shall be stored in metal cabinets;
- l. there shall be no obstructions to corridors or exits or accumulation of combustible materials in unauthorized areas;
- m. emergency lighting shall have sufficient capability to provide for the safe evacuation of the building; and,
- n. when facilities are provided which serve both males and females, sleeping areas shall be separated by gender.

D. Programs

1. Resources

- a. The contractor shall provide assistance to residents in obtaining residential opportunities through contacts and linkages with housing agencies and/or community housing resources. The Contractor can fulfill this responsibility directly through resources available within its own residence network, by referral to residential resources available within the community, by exploring opportunities for family reunification as appropriate, or by accessing residential treatment as needed. The Contractor will assist in community transitioning.
- b. The Contractor shall ensure that, as appropriate, a comprehensive range of rehabilitative services, including but not limited to cognitive behavioral therapy, substance abuse, alcoholism, vocational, educational, legal, mental health and social services, are made available to each resident by appropriately credentialed providers. The Contractor can fulfill this responsibility by referral to DOP approved community resources or by providing these services directly by staff of the Community Based Residential Program. Support services recommended and utilized shall be documented in each resident's case record.
- c. The Contractor must develop formal linkages with other community providers of services (i.e. health, mental hygiene, human service providers referral sources, etc.). Formal linkages may take the form of written agreements or other documentation of established relationships.
- d. The Contractor's program shall include weekly individual counseling with residents relative to criminogenic targets, substance abuse and/or alcohol abuse issues, search for gainful employment, job training, academic and vocational opportunities, money management skills, re-establishment of family ties, and community adjustment. The Contractor shall provide opportunities for participation in recreational, faith-based and other programs as appropriate. The Contractor shall not allow recreational activities involving martial arts (e.g., karate or boxing) to be conducted in the facility.
- e. As indicated by the resident's need(s) and in consultation with the Parole Officer, the Contractor shall provide or arrange for entitlement application assistance, employment assistance, maintenance of employment, savings program, group counseling, carefully planned community living arrangements which will meet the needs of the individual and his/her

family after release, access to and use of supportive community resources which can be utilized after release, and placement in educational and/or training programs.

- f. The Contractor shall provide residents who are unemployed with carfare, bus-fare or other transportation assistance for appointments for the purposes of job seeking, education, training, substance abuse services, treatment and counseling.
- g. The Contractor may make use of citizen volunteers in the program with prior DOP review and approval. Such volunteers shall be screened as to their background and suitability for such work and shall receive orientation, training and supervision from the Contractor. They shall be subject to the same standards of conduct as for employees as required by DOP herein.
- h. The Contractor shall establish procedures to ensure at least two times per day that each resident is verified as being present or accounted for. A system for documenting this verification will be employed by the Contractor.
- i. The Contractor will agree to cooperate with the NYS Division of Parole to develop and implement a DOP approved cognitive program for all residents either on site or by referral.

2. Intake

- a. DOP will screen prospective resident referrals according to program eligibility criteria.
- b. DOP staff will identify eligible parolees and will provide the Contractor with a copy of the prospective resident's Parole Summary. Other relevant information to be provided includes medical history when available including special medical problems or needs, and personal physician, if any and a mental status report, if indicated. DOP will also provide signed releases of information as appropriate.
- c. The Contractor shall provide a referral acceptance decision to the DOP by no later than 2 business days from referral or earlier, if requested by DOP staff. In any case disapproved for acceptance by the Contractor, the Contractor shall provide DOP with written reasons for disapproval. Disapprovals by the Contractor will be subject to review by DOP for problem resolution. Exclusions will be determined on a case by case basis via consultation between DOP and the Contractor. DOP will determine appropriate clients for program admission.
- d. DOP and the Contractor shall agree upon the program entry date for prospective residents. The Contractor shall notify DOP within one working day if the releasee fails to report to the facility on the appointed date.
- e. The resident must remain at the specific treatment site to which he was assigned, and shall not be transferred by the Contractor to another residential program without prior notification to and authorization from the Parole Officer. The Contractor shall not discharge a resident from the program without prior discussion with the Parole officer.

- f. Information on residents provided to the Contractor by DOP shall be placed in the resident's case record.
- g. The prospective resident shall sign all necessary release of information forms. The Contractor shall be furnished with copies of same. Release of information forms will be utilized in order to implement treatment programming.
- h. On admission Contractor will advise each resident that absconding from the facility is a violation of release and may result in prosecution through the Parole revocation process.
- i. Protection of confidentiality of case records is essential. Applicable federal and state law and regulations, including 42 CFR Part 2 and HIPAA procedures and guidelines must be followed. No records concerning residents may be disclosed to the resident or public without prior approval of the Chairman, nor can any records be released without a fully executed consent form pursuant to 42 CFR Part 2 and be HIPAA compliant.

3. Individual Program Planning and Progress

- a. Within 24 hours of admission to the program each resident shall be interviewed by qualified treatment staff. The results of this interview shall be recorded in the resident's case record and shall, at minimum, include:
 - 1) a personal history including family, vocational, educational and legal information;
 - 2) current physical and mental status, if available;
 - 3) substance abuse history including kind(s) of substances abused, when abuse began and any prior treatment attempts, if applicable;
 - 4) a risk assessment with criminogenic targets to serve as the basis for determining treatment options;
 - 5) a record that the resident received a Resident Handbook and a copy of the facility rules and regulations and that such rules and regulations were discussed with him and that the resident signed a copy of these rules and regulations;
 - 6) assignment of a primary counselor.
- b. The Contractor shall maintain a record of all personal articles brought into the facility by the resident and stored for the resident by the Contractor; the Contractor shall provide the resident with a receipt for any articles stored by the Contractor.
- c. The Contractor shall develop and make available for DOP's approval, a daily schedule of activities for residents.
- d. Within 14 business days of admission, an individual plan must be developed for each resident. The plan must be prepared with the participation of the Parole Officer, appropriate facility staff, and the resident. The plan must be recorded in the resident's case record, and shall consider the following:

- 1) Establish long and short term goals that may include criminogenic targets such as:
 - a. Change attitudes, orientations & values favorable to law violations & anti-criminal role models.
 - b. Change antisocial feelings.
 - c. Reduce antisocial peer associations.
 - d. Reduce problems associated with alcohol/drug abuse.
 - e. Reduce anger/hostility level.
 - f. Replace the skills of lying, stealing and aggression with prosocial alternatives.
 - g. Increase self-control, self-management and problem solving skills.
 - h. Encourage constructive use of leisure time.
 - i. Improve skills in interpersonal conflict resolution.
 - j. Promote more positive attitudes/increase performance re: work or school.
 - k. Promote family affection/communication.
 - l. Promote family monitoring and supervision.
 - m. Focus on harm done to victim.
 - n. Alleviate the personal and circumstantial barriers to service (offender motivation, background stressors).
 - o. Relapse prevention to ensure that the parolee recognizes the signs of relapsing to the use of drugs but also the ability to recognize high risk situations that lead to lawbreaking.
 - 2) address all Parole Board mandated and Parole Officer imposed special conditions;
 - 3) delineate the type and frequency of treatment to be provided each week;
 - 4) Delineate the services needed by the resident, with priority given to housing and supportive services, which may include treatment, employment, educational or vocational services, and establish a plan for meeting these needs. The plan shall also include increasing opportunities and privileges for contact with the resident's family and for participation in community activities as appropriate.
- e. The plan may be amended at any time, but any such amendment and the reason for it shall be discussed with the Parole Officer and be recorded in the resident's case record. Each resident's plan must be reviewed at least every month by a supervisory staff member who is clinically qualified or through staff conferences, at which the resident's adjustment or progress, including progress in identifying housing options and meeting substance abuse treatment, employment, vocational and/or educational goals, is reviewed.

- f. The plan shall, as a goal, seek to discharge the resident to an appropriate residence or other residential program and employment, with some savings, by no later than 90 days from program entry. Each case is to be reviewed with the Parole Officer at 30 days and again at 60 days from entry with a view toward discharge and decision made as to discharge; a record of these case reviews shall be maintained in the resident's case record. No resident may remain beyond 90 days without the approval of the DOP, following a formal request by the Parole Officer. In such cases, the Contractor shall modify the plan to address problems which necessitated extended program involvement. No resident may remain beyond 120 days without the approval of the Contract Manager.
- g. Failure of the resident to follow the plan must be referred by the Contractor to the Parole Officer for a determination as to the suitability of the resident for retention.
- h. The Contractor shall develop a mechanism whereby residents who are not engaged in full time employment, training or educational programming complete and submit a Daily Activity Sheet; these forms shall be maintained in the resident's case record.

4. Parole Supervision

- a. Each resident is also, as required by State law, under the supervision of a Parole Officer at all times. Parole Officers will provide supervision as required by DOP.
- b. The Parole Officer has the right to visit the facility at any time, day or night, and interview residents at any reasonable time and at other times when necessary, and shall have immediate access to all records pertaining to each resident's participation in the program.
- c. Parole Officer has the authority to, and may, search the resident, his belongings and all records pertaining to the resident's participation in the program. The Contractor will recognize Parole Officer visitation and searches in pursuit of the Parole Officers' legal responsibilities as correct and necessary.
- d. Parole Officers shall notify the Senior Parole Officer of any situation that is in violation of the Scope of Services. The Senior Parole Officer will report all violations of the Scope of Services as appropriate, including notice to the Contract Manager.
- e. The Parole Officer and facility staff shall work together to provide coordinated counseling, rehabilitation and supervision of residents. Facility staff will meet on a monthly basis to conduct case reviews; the progress of each releasee residing in the program will be reviewed no less than bi-weekly; progress notes on these sessions shall be recorded in the resident's case record by the Contractor. The Parole Officer will be invited to participate as a member of the treatment team and his input will be solicited for all case reviews.

5. Employment

- a. The Contractor shall develop meaningful employment opportunities for residents through contacts and linkages with prospective employers, liaison with community placement services and development of related supportive resources. Meaningful employment means the matching of jobs to resident needs, aptitudes, desires and capabilities.
- b. The Contractor shall ensure that residents are prepared for job seeking. This shall include counseling on how to conduct oneself in an interview and exploration and assessment of the resident's skills, interests and economic needs that will influence the type of employment that will be suitable.
- c. The Contractor shall assist residents in job placement. This may include assistance in searching for a job and escort to interviews.
- d. The Contractor shall assist residents to obtain the clothing, tools and/or equipment needed for employment.
- e. The Parole Officer shall approve each resident's employment as bonafide and will review the necessity to inform the employer of the resident's legal status, in conformance with the rules and regulations of the DOP.
- f. If agreed upon between the Parole Officer and the Contractor, with approval of the Senior Parole Officer, the Contractor may verify employment of residents and maintain contacts with employers; the Contractor shall maintain a record of all such contacts in the resident's case record and shall advise the Parole Officer of all such contacts. The resident may make no changes in employment without the prior approval of facility staff and the Parole Officer.

6. Substance Abuse Treatment Services

- a. Substance abuse and/or alcoholism counseling shall be provided, if mandated by the Parole Board, stipulated by the Parole Officer or requested by the resident. Such counseling must be provided by qualified staff as determined by OASAS either by the Contractor directly or by referral to an appropriate community resource.
- b. Facility staff will provide the resident either on-site or community access to self-help or community network programs (NA, AA, GA, etc.). Facility staff shall keep the Parole Officer informed of the resident's counseling / treatment schedule, plan and progress.
- c. The Contractor is responsible to facilitate any required transitioning of a resident to another level of care, upon consultation with the Parole Officer.
- d. In consultation with the Parole Officer, the Contractor shall make arrangements to provide drug testing for residents as follows, unless otherwise agreed to in writing with the DOP:
 - 1) All residents shall be subject to drug testing a minimum of once within 24 hours of program admission, and once per month thereafter, on an unscheduled basis.

- 2) Contractor drug testing policies and procedures must be in writing and are subject to DOP approval.
- 3) Drug Test Results – All drug test results (positive and negative) will be documented in the Contractor’s case file and reported to DOP by the Contractor on a monthly basis on required electronic reporting forms. Contractor staff shall thoroughly investigate each positive drug test result to validate the positive finding. The Contractor shall immediately verbally and electronically report all unauthorized positive test results to the Parole Officer.
- 4) If the Contractor utilizes breathalyzer screens or other testing for alcohol use, all results must be documented in the case file and reported to DOP on required electronic forms on a monthly basis. Results suggesting unauthorized alcohol use must be reported immediately verbally to the Parole Officer.

7. Residence Development

The Contractor shall provide assistance to residents in obtaining stable residential opportunity through contacts and linkages with housing agencies and/or community housing resources. The Contractor can fulfill this responsibility directly through resources available within its own residence network, by referral to residential resources available within the community, by exploring opportunities for family reunification as appropriate, or by accessing residential treatment as needed. All such efforts shall be documented in the parolee case record. The Contractor will assist in community transitioning. **Shelter placement shall not be considered a desirable placement.**

8. Authorized Leave

All participants may be approved for authorized leave with the approval of the Parole Officer, generally for purposes of family visits. In any instance where a resident is absent overnight without authorization, the Contractor shall notify the Parole Officer the following morning.

9. Driving

- a. If the Contractor wishes to approve driving privileges for the resident, he shall seek authorization from the Senior Parole Officer through the Parole Officer.
- b. The Contractor shall maintain on file the license number and a description of any vehicle used on regular basis by a resident.

10. Food Services

The Contractor shall provide food service for residents in accord with existing public health laws, regulations, and policy for community residential facilities.

11. Medical Services

- a. The Contractor shall be concerned about the general health of parolees. Steps must be taken to reduce the risk of exposure to HIV infection, tuberculosis, and Hepatitis C to ensure the safety of staff and residents. These steps include screening for staff and clients for tuberculosis, providing a referral for treatment for those infected and sick, and establishing an employee education program to recognize symptoms of these diseases.
- b. The facility shall submit to DOP a specific plan for a Tuberculosis Control Program approved by local or state health officials, as well as, a plan for an HIV Prevention and Education Program. There shall be a specific plan for dealing with medical emergencies. There shall be as part of this plan, evidence of the availability of emergency medical services (e.g. letter of agreement with community clinic or hospital).
- c. Only medical and dental personnel who are appropriately licensed or certified shall prescribe or administer medical care for residents.
- d. DOP does not reimburse health care providers. The Contractor is to arrange for Medicaid coverage or other third party reimbursement for residents. If employed, however, participants are responsible for their own health care costs.
- e. The facility will ensure all authorized medications are kept in a secured location and dispensed in accord with medical orders. All medication dispensed shall be recorded, including date, time, medication, amount, recipient's name and staff member's name in a medication control log.

12. Resident Case Records

- a. The facility shall maintain individual records for all residents in the program. Each record shall include:
 - 1) resident NYSID, name, age, DOB, sex, race, marital status;
 - 2) results of the admission interview, including documentation that the resident received a copy of program rules and regulations;
 - 3) identifying medical and other information provided prior to admission and the results of any admission physical examination including medical limitation to employment, if any;
 - 4) a risk/needs assessment and diagnostic report with criminogenic targets to serve as the basis for determining treatment options;
 - 5) an individualized treatment plan, including modifications as required, signed by the resident, facility staff and the Parole Officer;
 - 6) documentation of counseling provided, progress in cognitive behavioral therapy, and support services provided, including a record of case conferences;
 - 7) daily activity forms completed by resident, as required;
 - 8) all notices of disciplinary action, appeal or related documentation;
 - 9) documentation of recommendations and action concerning the resident's health;

- 10) documentation of drug/alcohol testing performed;
 - 11) evidence of plan review as required;
 - 12) a record of disbursements to the resident for carfare, busfare, other transportation and funds for other authorized expenses;
 - 13) copies of any consent to release information forms executed by the resident;
 - 14) copies of all monthly and releasee status reports;
 - 15) copies of all correspondence to and from the Division of Parole, and documentation of all telephone contacts with DOP staff; and
 - 16) a discharge summary which, at a minimum, includes the following information:
 - resident name
 - identifier (NYSID# or DIN #)
 - date entered program
 - discharge status
 - brief narrative describing presenting problem upon entry, plan goals and success in implementing these
 - discharge plan
 - date discharged
 - residence address and phone
 - residence type
 - employment (specify employed, unemployed, public assistance, stipend program; include employer's name, address and phone)
 - other (education; training)
 - aftercare services required/referrals made to appropriate level of care
 - program staff signature
 - date summary prepared
- b. The Contractor shall provide locked cabinets, a secure room, or other adequate and appropriate safeguards to minimize the possibility of theft, loss or destruction of resident records. Access to records is limited to authorized personnel designated by the Facility Director.
 - c. The Contractor shall establish a system of accountability and a method of disposition of resident's personal property to be implemented in the event of a resident's death, abscondance or transfer.
 - d. The Contractor will, within five (5) working days of discharge of the resident from the facility, forward to the Parole Officer a discharge summary.
 - e. The Contractor shall maintain a sign-out log which residents will be required to use. The sign-out log shall record the resident's destination, purpose of pass, curfew, time out, time of return, and signatures of resident and approving facility staff member. The Parole Officer shall have immediate access to the log upon request.

13. Reporting of Incidents

- a. The facility shall comply with all appropriate reporting requirements established by DOP.
- b. The Contractor shall report any unusual incidents involving a resident to the Parole Officer with any information requested regarding the unusual incident. DOP will provide the Contractor with phone numbers for reporting unusual incidents including weekends and holidays.
 - 1) Serious, unusual incidents as listed below shall initially be reported within fifteen minutes of the discovery of their occurrence; appropriate details shall be reported when possible within thirty minutes after the discovery of their occurrence.
 - a) Abscondance or attempted abscondance from a facility.
 - b) Death, serious injury or attempted suicide of a resident.
 - c) Death or serious injury to an employee.
 - d) Death or injury to a visitor which occurs on program property.
 - e) Any incident that seriously effects the normal operation of a facility has a significant impact on the image of the program, or where a law enforcement agency is summoned to the program or has been on-site.
 - f) Arrest of a resident or any indication that a law enforcement agency has an interest in or is seeking a resident as a witness or suspect.
 - g) Resident assault on employee, volunteer, or visitor.
 - h) Any criminal act committed or alleged to have been committed by a resident or employee or any other person while on program property.
 - i) Any assault or attempted assault involving the use of a weapon.
- c. The Contractor shall supply the Parole Officer with any and all information and reports as requested and as required for DOP records.

14. Visitation Policies

The contractor must establish procedures, subject to approval by DOP, in relation to visitors to the program site.

15. Resident Accounts

The Contractor must establish procedures, subject to approval by DOP, to handle resident accounts. The Contractor must be bonded by a New York State licensed insurance company in order to protect resident accounts maintained by the Contractor.

16. Resident Discipline

- a. The Contractor shall furnish each new resident upon arrival with a copy of the program Rules and Regulations including the program's cardinal rules and other prohibited acts. Each new resident shall also be provided with a copy of the facility disciplinary procedures. These documents shall be provided in Spanish where appropriate.
- b. The resident case record shall contain a signed receipt stating that the resident has received a copy of Program Rules and Regulations and understands the contents of said documents.
- c. The Contractor may utilize informal disciplinary procedures approved by the DOP, which may result in minor sanctions such as extra work details, etc., to be determined by the Contractor. This informal resolution shall be handled according to the approved Contractor's policy.
The Contractor shall provide the Parole Officer and Senior Parole Officer with disciplinary policy and procedures and a list of agreed-upon minor sanctions that the Contractor may impose. Changes in this list shall be only with the approval of the Senior Parole Officer. Residents shall be notified of disciplinary action in writing within 24 hours of the occurrence with a copy of this notice forwarded to the Parole Officer.
- d. Violation of the Contractor's cardinal rules, prohibited acts or repeated notice of discipline or appeal shall require a case conference between the resident, program staff and the Parole Officer within 48 hours of notice of violation or appeal to determine whether the resident should be retained in the program and to modify the treatment plan as necessary. Residents may appeal in writing to the Program Director any sanction imposed within 24 hours of imposition of sanction.

17. Physical Force

- a. The greatest caution and conservative judgement shall be applied in determining when physical force is necessary, and the degree of such force that is necessary.
- b. In all cases where the Contractor employed physical force or restraint, the Contractor shall immediately notify the Police and then notify the Parole Officer as soon as possible, in accordance with this scope of services.

18. Removal Procedures

If it becomes necessary to involuntarily remove a resident from the facility, the Facility Director and Parole Officer will coordinate efforts to effect the removal in a professional manner that minimizes program disruption, as follows:

- a. The Contractor shall not expel a resident from the facility without prior notification to the Parole Officer/Senior Parole Officer.
- b. DOP shall remove from the premises and program, as soon as is reasonably possible, but in no case more than two business days after notification by the Contractor, any releasee who the contractor, or person designated, after consultation with the Parole Officer, believes should not continue in the program.

- c. DOP shall have the right to remove from the residence any releasee it deems unqualified for continued program involvement upon notice by the Parole Officer, either in writing or orally, to the Contractor.

19. Reporting

- a. The Contractor shall submit monthly reports concerning program operation and individual cases to DOP. Reports will be submitted as prescribed by the Division of Parole and shall be fully completed, pursuant to directions provided. Reports will be submitted in electronic format to DOP by the program coordinator or his/her designee. All monthly reports shall be submitted as directed by DOP by the tenth (10th) day of the following month.
- b. Contractor shall, within five (five) working days of discharge of a releasee from the program, forward the Parole Officer a discharge summary with copies as directed. Said reports will be fully completed, pursuant to directions provided. Reports will be submitted in such format as may be requested or provided by DOP, and will be signed by the treatment counselor.

20. Performance Measures

- a. It is the Division's expectation that services provided will have a positive impact on offender issues such as: involvement with negative peer associations, anti-social attitudes, beliefs and values as well as issues of homelessness, substance abuse and employment.
- b. The Contractor will be required to cooperate with the provision and collection of all information as required by the Division to ascertain compliance with the contract. Performance measures shall include, but are not limited to, the following:
 - 1) Contractor ability to secure or provide programming to address parolee needs in the areas of substance abuse, employment, housing, and other ancillary services;
 - 2) Contractor ability to provide effective program services and cognitive behavioral programming to program participants as required by the scope of services;
 - 3) Degree of contractor involvement in program design, staff performance and practices related to ensuring that program goals and values are consistent with those of the Division;
 - 4) Degree of contractor ability to incorporate a DOP standardized actuarial risk/need assessment instrument (when made available to the Contractor by DOP) into practices related to decision-making and service delivery;
 - 5) Contractor ability to assess staff service delivery skills and to employ educated, experienced staff;
 - 6) Contractor ability to self-assess program services and ability to make improvements as required; and
 - 7) Contractor ability to provide high levels of advocacy and brokerage on behalf of parolees.

ATTACHMENT C

Proposal Response Questions

ATTACHMENT C

NYS DIVISION OF PAROLE

PROPOSAL RESPONSE QUESTIONS

Proposals that are advanced to Phase II will be scored pursuant to the information provided herein.

Instructions: Provide succinct responses in no more than 10 (ten) pages total, double-spaced, to the following questions. Do not attach any documents or attachments not requested by the RFP. Simply answer the questions in the clearest, most direct manner possible.

Please note that the RFP reviewers will not read or evaluate any information contained in those pages that exceed the 10 page limit. Additionally, any proposal that is not double spaced will be disqualified.

A. AGENCY SUMMARY

(10 POINTS)

1. Describe your agency's mission, structure and experience as a service organization. Attach a copy of your organization's Board of Directors list, and, if applicable, include a copy of your Certificate of Incorporation.
2. Indicate the location and ownership of the site where services are to be provided, including a description of the neighborhood and public transportation available. Attach a copy of the Certificate of Occupancy and copy of any license, if required, to provide service at this location.
3. State who will be responsible to manage the proposed program. Briefly describe the qualifications and responsibilities of staff that will be assigned to the program (including the lead program person and supporting organizational staff). Attach resumes and position title of existing staff that will be assigned to provide services to parolees.
4. Describe staff ability to successfully interact with persons to be served as well as Parole staff.
5. Delineate the outstanding features of your program that distinguish your agency from other comparable programs.
6. Describe the reasons why the Division should select your bid.

B. SCOPE OF SERVICES

(25 POINTS)

1. Describe your ability to meet this scope of services. What services would you provide to achieve the goals of the Division's CBRP program with a primary emphasis on housing?

2. Detail any and all requirements that you cannot meet. Be specific and state reasons why.
3. Preference will be given to providers utilizing cognitive behavioral therapy methods. If applicable, please identify the CBT model you use, detail how your cognitive behavioral program functions and how results will be measured. Similarly, if your program is using a risk/needs assessment instrument, please provide an example of your instrument, its benefits, and how it is evaluated. This information can be provided as an attachment, **in addition** to the ten (10) page, double-spaced narrative.
4. If you would be making referrals to other providers for cognitive behavioral therapy, please indicate who they are and the model that they employ.
5. Indicate the client to staff ratio for both Case Management and 24-hour Security/Control staffing.
6. If you will not be providing substance abuse services on site, please identify those OASAS licensed programs with which you have linkage agreements and to which you can refer for treatment. If you currently do not have agreements with whom do you propose to establish linkages?
7. Describe the process you propose for substance abuse testing of clients.
8. Indicate what steps your agency will take to implement this program, prepare for case referral/placement and coordination with the Division of Parole. Please provide a timeline of these actions.
9. Describe any capacity that exists or could be developed to provide dedicated phone service to the DOP in cases where electronic monitoring as a condition of supervision is required or requested.
10. Describe the process your agency will follow to assist parolees for making applications for needed entitlement programs, vocational assessments, vocational development, and services to be provided in the areas of employment and housing.

C. POPULATION TO BE SERVED

(10 POINTS)

1. Describe your program's eligibility requirements.
2. Describe any client groups (I, II, III) or types of offenders that cannot be served by your program.

3. Describe your program's ability to serve a range of criminal populations to include a history of violence.
4. Programs must have the ability to serve Spanish-speaking parolees. Describe your capacity to serve this population.
5. Describe your agency's ability to provide or arrange for reasonable accommodations for individuals with disabilities in the areas of facility and program considerations.
6. Describe your agency's ability to provide services to individuals with mental health issues who have been prescribed psychotropic medications.
7. What other population(s) do you serve, if any, at the same site you propose to provide services to the DOP? What impact will this have on the proposed CBRP program?

D. EXPERIENCE/REFERENCES

(15 POINTS)

1. Describe your agency's experience in working with criminal justice populations, specify the total number of years experience, and identify any current services of a similar nature being provided to other agencies.
2. Describe any specific programs or services your agency has provided to the NYS DOP. Provide information on the performance of the program and total number of years experience. Please note, past experience with the Division of Parole will be considered by RFP evaluators.
3. List three professional letters of recommendation. If not indicated on the letterhead, please provide contact information for the author(s) of the letter(s). Letters may not be from NYS Division of Parole employees.

E. PROGRAM PERFORMANCE

(15 POINTS)

1. Provide the following information concerning the operation of your program or realistic projection of your proposed program operation. Specify the timeframe on which the data is based or projected and whether criminal justice clients are being served or will be served.
 - **Utilization Rate:** The percentage of your program's capacity that is utilized.
 - **Enrollment Rate:** The percentage of clients referred who are enrolled.

- **Length of Stay:** The average number of days clients remain in the program.
 - **Program Completion Rate:** The percentage of discharged clients who completed your program.
2. Describe how your organization will periodically assess program performance and how such assessments will be used to improve services and coordination with the Division of Parole.
 3. Indicate if you track clients after discharge. Include length of time the clients are tracked and any data you have with regard to those clients who have completed your program and remained crime free.
 4. Indicate what efforts you will make to maximize participation by clients in the program.
 5. Describe your agency's ability to provide both comprehensive program reports and individual progress reports electronically.

G. BUDGET/FISCAL (25 POINTS)

1. In *Attachment E*, please provide a narrative justification and budget detail sheet that specifically lines out the funding required for your program in contract years, 5/1/07 – 4/30/08 and 5/1/08 - 4/30/09. Be sure to include all of the required details and narrative justification. (Note: Proposals should include two separate budget detail sheets that clearly identify the funding required for each individual budget year and program sites. Narrative justifications should properly reflect the budget detail sheets.)
2. For years 3 through 5, the Division will consider providing a 3% Cost of Living (COL) adjustment each year if sufficient funding exists and if said program has performed, as determined by the Division, in a highly effective manner. A series of performance measures, as mutually agreed to by the Division and the contractor, will be established and programs will be measured against these benchmarks. A renewal letter will be sent 90-days prior to the expiration of the initial 2-year period, and 90-days prior to the end of each subsequent year. The evaluation of overall cost of each proposal, including third party revenue application will be done as follows:
 - Those programs failing to submit a comprehensive budget proposal for all program sites, including a narrative justification and detailed budget for contract years 5/1/07 – 4/30/08 and 5/1/08 – 4/30/09 will be disqualified.

- The most cost-effective proposal in a Catchment Area (factoring in third party revenue and any start-up costs) will receive 25 points. Other proposals in that Area will receive points in direct proportion to their proposed cost relative to the highest cost and lowest cost proposals.
 - The Cost of each proposal is determined by dividing the total program cost to Parole by the number of offered treatment slots on any given day. Therefore, if a program costs \$200,000 annually for 10 slots, it is factored out to be \$20,000 per slot.
 - For example, if the costs of proposals in a Catchment Area range from \$10,000 to \$20,000 per treatment slot, a proposal that costs \$10,000 will receive a score of 25. If a proposal costs \$15,000, it will receive a score of 12.5; one that costs \$20,000 will receive a score of 0. If only one proposal is submitted in a Catchment Area then its costs will be evaluated by comparing its costs to all other proposals submitted statewide.
 - Projected third party revenue will be treated as a matching fund for the program that has the direct result of reducing the cost to the Division of Parole, and therefore, improving a proposal's overall funding score. For example, if a program's total expense equals \$100,000 and the program receives \$25,000 in third party revenue, the total cost to the Division of Parole is \$75,000. However, if projected third party revenue is not achieved, the Division of Parole will not make up the difference and will reserve the right to determine this to be a contractual violation. Therefore, proposals should take great care to accurately project the level of third party revenue anticipated.
3. Specify the procedures that will be employed to obtain third party funding (i.e. Housing Assistance Program, etc.) in the budget narrative. Include the success of your organization in receiving third party revenue and explain the impact on the proposed program if less third party revenue than projected is received. The Division of Parole will not be in the position to make up any third party revenue that does not materialize. Be careful to project accurately and take all necessary measures to achieve projected revenue levels. Parolees cannot be required to contribute toward your program costs. (Note: Any third party revenue referencing client payments (parolees) will be deducted from your budget proposal and, therefore, will decrease your budget score.)

4. If applicable, please indicate the amount of your proposed first year budget that will be required as start-up costs. Start-up costs, which are defined as the required investments made by the organization at the start of the contract program, will only be reimbursable during the first year of the contract. These costs should be actual and necessary (i.e. installation of new technology, software licensing, equipment for new staff, required construction, renovation costs, etc.) Please provide appropriate detail and justification of need in your budget narrative if start-up costs are requested by your organization; it is imperative that these costs are properly denoted on the budget detail sheet in the first year budget. (Note: Not-for-profit providers can receive two months of operating expenses as a cash advance; these are not start-up costs. Start-up costs will not be a factor in the calculation of the cash advance amount. All cash advances are recouped at the end of the contract period).

5. As a guideline, the Budget Narrative should explain, at a minimum, the following:
 - a. Personnel Services Expenditures: Title, Percent to Parole, and responsibilities;
 - b. Fringe Benefits;
 - c. Contractual/Consultant Services;
 - d. Real Estate: Square Feet and cost to Parole
 - e. Travel Expenses;
 - f. Supplies and Materials;
 - g. Equipment;
 - h. Start-up costs: Amount and Justification;
 - i. All third party revenue projections.

ATTACHMENT D

Application Cover Sheet

ATTACHMENT D
NYS DIVISION OF PAROLE
RFP 2006-04
COMMUNITY BASED RESIDENTIAL PROGRAMS

APPLICATION COVER SHEET

Applicant Legal Name: _____

Contact Person: _____

Business Address: _____

Phone: _____

Website Address: _____ E-Mail Address: _____

Charity Registration #: _____ Federal Id #: _____

Catchment Area Proposed: _____

County Proposed: _____

Population To Be Served: () Male () Female () Male and Female

Total Number of Slots: _____ *(to be filled at any one time)*

Proposed Program Site Address: _____

Phone: _____

Amount Requested for Program: Year 1: _____

Start-Up Costs (if applicable): _____

Year 2: _____

Total: _____

Submitted By:

Name and Title of Authorized Official: _____

Signature of Authorized Official: _____

Date: _____

Note: Signature lends applicant to a firm offer for a 90-day period from the date of the submission.

ATTACHMENT D

Proposal Checklist:

- Original signed proposal plus ten (10) copies
- Compliance with Attachment A _____ **(Please Initial)**
- Establishment of a TB Control Plan and Policy & Procedure Manual _____ **(Please Initial)**
- Compliance with MacBride Fair Employment Principles _____ **(Please Initial)**

- Ten (10) page Proposal Response Narrative (Double-spaced)
- Sample Case Record Forms
- Attachment E* (Budget Form and Narrative Justification)
- Certificate of Occupancy, if applicable
- Any applicable licenses; OASAS License if treatment is to be provided on site.
- Certificate of Incorporation
- Board of Directors list
- Resumes of staff to provide services
- Letters of Recommendation (non-Parole staff)

- MWBE Forms (*Attachment F*)
- State Finance Law §139j and §139k (*Attachment G*)
- Worker's Compensation Insurance (*Attachment H*)
- Vendor Responsibility Questionnaire (*Attachment I*)
- ST-220 Tax Certification (*Attachment J*)

ATTACHMENT E

Budget

ATTACHMENT E

NYS DIVISION OF PAROLE

PROGRAM ANNUAL BUDGET

Please utilize the following budget categories to provide general information on the cost of your proposed program for each of the two twelve-month periods. Attach a listing of positions to be funded, salary, full or part-time, seasonal, etc. Also include sub-object detail on all non-personal service totals and all third party revenue projections. If start-up costs are requested, please denote them appropriately in the first year budget.

Provider's Name _____

Catchment Area _____ **County** _____

CATEGORY	ANNUAL BUDGET 2007-2008	ANNUAL BUDGET 2008-2009
TOTAL PROGRAM BUDGET		
PERSONNEL SERVICES <i>(list positions and % time, if applicable)</i>		
Salaries		
-		
-		
-		
-		
-		
-		
-		
-		
-		
Sub-Total Salaries	\$ -	\$ -
Fringe Benefits		
-		
-		
-		
-		
-		
-		
Sub-Total Fringe Benefits	\$ -	\$ -
TOTAL PERSONNEL SERVICES	\$ -	\$ -
Other Than Personnel Services		
Contract Services		
-		
-		
-		
-		
-		
-		
-		
Sub-Total Contractual Services	\$ -	\$ -
Space Costs		
Facility Rental		
Water & Sewer		
Real Estate Taxes		
-		
-		

PROGRAM ANNUAL BUDGET

Please utilize the following budget categories to provide general information on the cost of your proposed program for each of the two twelve-month periods. Attach a listing of positions to be funded, salary, full or part-time, seasonal, etc. Also include sub-object detail on all non-personal service totals and all third party revenue projections. If start-up costs are requested, please denote them appropriately in the first year budget.

-		
-		
-		
-		
-		
Sub-Total Space Costs	\$ -	\$ -
Supplies		
-		
-		
-		
-		
-		
-		
-		
-		
-		
Sub-Total Supplies & Materials	\$ -	\$ -
Equipment		
Office Equipment Purchase		
Computer Equipment Purchase/Lease		
Dormitory Purchased		
Maintenance Equipment		
Telephone Leased Equipment		
Beeper/Cellular Phones Lease		
Copier Lease		
Repairs		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
Sub-Total Equipment	\$ -	\$ -
Equipment Purchase Detail		
-		
-		
-		
-		
-		

PROGRAM ANNUAL BUDGET

Please utilize the following budget categories to provide general information on the cost of your proposed program for each of the two twelve-month periods. Attach a listing of positions to be funded, salary, full or part-time, seasonal, etc. Also include sub-object detail on all non-personal service totals and all third party revenue projections. If start-up costs are requested, please denote them appropriately in the first year budget.

Total	\$	-	\$	-
Equipment Rent/Lease Details				
-				
-				
-				
-				
-				
-				
Total	\$	-	\$	-
Transportation				
-				
-				
-				
-				
-				
-				
-				
Sub-Total Transportation	\$	-	\$	-
Utilities				
-				
-				
-				
-				
-				
-				
Sub-Total Utilities	\$	-	\$	-
Miscellaneous				
-				
-				
-				
-				
-				
-				
-				
Sub-Total Miscellaneous	\$	-	\$	-
TOTAL OTHER THAN PERSONNEL SERVICES	\$	-	\$	-
TOTAL PROGRAM BUDGET	\$	-	\$	-
REVENUES				
Welfare				
SSI				
Food Stamps				
Other				
TOTAL THIRD PARTY REVENUE	\$	-	\$	-
TOTAL PAROLE CONTRACT AMOUNT	\$	-	\$	-

ATTACHMENT F

MWBE Forms

CONTRACTOR'S EEO POLICY STATEMENT

Prior to the award of a State contract, the contractor shall submit an Equal Employment Opportunity ("EEO") Policy Statement to the contracting agency within the time frame established by that agency. The contractor's EEO Policy statement shall contain, but not necessarily be limited to, and the contractor, as a precondition to entering into a valid and binding State contract, shall, during the performance of the State contract, agree to the following:

- (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 programs of affirmative action 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 on State contract.
- (b) The contractor shall state in all solicitations or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.
- (c) At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

**CONTRACT COMPLIANCE
UTILIZATION PROGRAM**

CONTRACTOR'S LIST OF SUBCONTRACTORS & SUPPLIERS

Instructions: This form is used to report all subcontractors and suppliers utilized by the Prime Contractor. If a subcontract is \$25,000+, the subcontractor must also submit this form to the Prime Contractor. Form is to be submitted to the Affirmative Action Office 7 working days after notice of low bid.

-Information and dollar value of purchases form a single supplier/subcontractor should be shown and recorded on this form.

-An amended form must be resubmitted whenever substitute or MWBE subcontractor/supplier is proposed.

-Enter "1" for first submittal number.

-Number all resubmission consecutively and a 15A/MWBE 3 (Letter of Intent to Participate) should be attached for all additional firms submitted.

1. Name, Address & Federal I.D.: Give full name of firm, home office address and Federal I.D. number.

2. Prime Contractor/Subcontractor: Indicate if Prime, Subcontractor, or Joint Venture.

3. Certified: Indicate if firm identified in #1 is a MBE or WBE.

4. Contract Goals: Indicate MBE/WBE goals from contract.

5. Date Submitted: Indicate month and year of submission. An addendum to this form must be submitted whenever a substitute or additional MWBE subcontractor/supplier is proposed. Enter (1) for the first addendum number. Number all addenda consecutively.

6. Contract No., County, & Region: Indicate Contract Number, County, and Region.

7. Contract Description: Examples: Paving, Excavation, Consultant, Janitorial, etc.

8. - 10. Complete information as indicated in column header.

11. Description of Supplies /Subcontractors: Examples: Paving, Maintenance, Landscaping, Pipe, Cement.

12. \$ Value: Amount of subcontracts/supplies.

13. Date to be Awarded: Date subcontract to be awarded.

14. Contract Info: (a) Dollar amount of contractor's contract
(b) Number and dollar amount of MBE subcontracts
(c) Number and dollar amount of WBE subcontracts
(d) Number and dollar amount of subcontracts unassigned

15. Waiver Request: Submitted Waiver Request. Indicate yes or no. Refer to form MWBE 7, Request for Waiver.

CONTRACTOR'S LIST OF SUBCONTRACTORS & SUPPLIERS

1. Name & Address		2. Check Appropriate Box		3. Certified:*		4. Contract Goals:*		5. Date Submitted		Addendum No.			
Federal ID/Social Security No.:		<input type="checkbox"/> Prime Contractor		MBE: %		WBE: %		7. Contract Description*		12. \$ Value of Subcontracts/Supplies		13. Date to be Awarded	
		<input type="checkbox"/> Subcontractor		WBE: %		WBE: %							
		<input type="checkbox"/> Joint Venture		County: _____		Region: _____							
8. Subcontractors/Suppliers Name & Address/Telephone #		9. Classification		10. Federal ID#		11. Description		12. \$ Value of Subcontracts/Supplies		13. Date to be Awarded			
Subcontractor		Subcontractor		Supplier		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
MBE		MBE		MBE		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
WBE		WBE		WBE		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
Other		Other		Other		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
MBE		MBE		MBE		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
WBE		WBE		WBE		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
Other		Other		Other		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
MBE		MBE		MBE		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
WBE		WBE		WBE		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
Other		Other		Other		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
MBE		MBE		MBE		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
WBE		WBE		WBE		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
Other		Other		Other		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
MBE		MBE		MBE		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
WBE		WBE		WBE		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	
Other		Other		Other		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies		Subcontracts/Supplies	

14. (a) Total contract bid amount: _____ Number _____ Amount _____ % of Total 100%

(b) Total subcontracts for construction and supplies assigned to MBE's: _____ %

(c) Total subcontracts for construction and supplies assigned to WBE's: _____ %

(d) Subcontracts for construction and supplies unassigned: _____ %

15. Waiver request submitted: Yes No

CONTRACTOR'S STATEMENT: My firm proposes to use the firms listed on this form.

Prepared by: (Signature of Contractor) _____ Telephone No.: _____ Date: _____

FOR DOP USE ONLY

Reviewed by: _____ Date: _____

MWBE Firms Certified: _____

MWBE Firms Not Certified: _____

*Delete information if reported on previous submittal.
 **This report is required pursuant to Executive Law. Failure to report will result in noncompliance.
 15AS/MWBE1 (7/04)

STAFFING PLAN

Project/RFP Title _____ Location of Contract _____ County _____ Zip _____

Contractor/Firm Name _____ Address _____ City _____ State _____ Zip _____

Check applicable categories: (1) Staff Estimates include: Contract/Project Staff Total Work Force Subcontractors
 (2) Type of Contract: Construction Consultants Commodities Services/Consultants

Federal Occupational Category	Total Anticipated Work Force										Total Percent Minority Employees	Total Percent Female Employees	
	Total Number Employees		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/Alaskan Native				
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female			
Officials/Admin.													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craft Workers													
Operatives													
Laborers													
Service Workers													
TOTALS													
Company Official's Name _____											Title _____		
Company Official's Signature _____											Date _____		
Telephone Number (_____) _____													

**CONTRACTORS STAFFING PLAN
INSTRUCTIONS FOR COMPLETION**

PURPOSE: The Contractors Staffing Plan is prepared by all contractors providing services (skilled and non-skilled) or professional consulting services (inclusive of professional construction consultant services) to a state agency. The plan is required prior to the award of a contract and contains the anticipated staff assignments during the contract. In instances where that cannot be identified, the contractor may identify the total work force of the company. The form will be reviewed by state agencies for the purposes of equal employment opportunity requirements.

GENERAL INFORMATION:

1. **Project/RFP Title:** describe the project for which you are competing as indicated on the RFP/RFB document.
2. **Location of Contract:** the company's location and postal zip code.
3. **Contractor/Firm Name:** the company that will be providing the workforce. Include address with city name, State, and zip code.
4. **Check applicable categories:**
 - (1) **Staff Estimates include:** Contract/Project Staff (check in cases where the workers to be assigned can be determined. Total Work Force (check in the event the contract work force cannot yet be determined, subcontractors (check if the work force for the project is that of a subcontractor).
 - (2) **Type of Contract:** Construction Consultants, Commodities, Services/Consultants (check appropriate box).

TOTAL ANTICIPATED WORK FORCE:

1. **Federal Occupational Category:** The contractor's work force is broken down and reported by the nine Federal Occupational Categories (FOC's) consistent with the Federal government's EEO-1 for private sector labor force. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.
2. **Total Number of Employees:** Record the total number of all persons employed in each FOC regardless of ethnicity (either to be assigned to the contract/project staff OR in the company's total work force, as indicated by the categories selected in number 4 (1) Staff Estimates, of the General Information. Report the total number of male employees in column (1), and the total number of female employees in column (2) for each FOC. In columns (3) through (10), report the number of male and female minority group members, based on the following defined groups:

Black (not of Hispanic origin): all persons having origins in any of the Black African racial groups.

Hispanic: all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race.

Asian or Pacific Islander: all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent, or the Pacific Islands.

Native American or Alaskan Native: all persons having origins in any of the original peoples of North America.

TOTAL PERCENT MINORITY: Add all minority group members (male and female), columns (3) through (10), divide by the total numbers of all employees in that FOC (columns 1 and 2). Post the percentage result for that FOC. (Ex., Total # of minority employees (columns 3 through 10) ÷ Total # of employees (columns 1 and 2).

TOTAL PERCENT FEMALE: Divide the number of female employees (column 2) in the FOC, by the total number of both male and female (column 1 and 2). Post the percentage result for that FOC. (Ex., Total female employees (column 2) ÷ Total # of employees (column 1 and 2).

TOTALS: To compute the column totals, add vertically, the total number of employees entered in each row of the column. **Total percentage Minority Employees** and **Total percentage Female Employees** should be calculated as shown above, using the summed column totals.

The Contractors Staffing Plan is to be completed by the prime contractor and signed and dated by an authorized representative before submission. The Company Official's Name, Title, Date, Telephone Number, and Signature should be provided where indicated on the form.

**WORK FORCE UTILIZATION REPORT
SERVICE and/or CONSULTANT FIRMS**

Agency _____ /Code _____ Reporting Period _____
 Check one: Quarterly Report Semi-Annual Report

Contractor/Firm Name _____ Address _____ City _____ State _____ Zip _____

Type of Report: Contract Specific Work Force Total Work Force Check if NOT-FOR-PROFIT

Federal ID/Payee ID No.: _____ Contract No.: _____ Location of Work: _____
 Check One: Prime Contractor Subcontractor
 Contract Amount: \$ _____ Product/Service Provided: _____

Federal Occupational Category	Number of Employees						Total Percent Minority Employees	Total Percent Female Employees						
	Total Number Employees		Black (not of Hispanic Origin)		Hispanic				Asian or Pacific Islander		Native American/Alaskan Native			
	Male	Female	Male	Female	Male	Female			Male	Female	Male	Female		
Officials/Admin.														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craft Workers														
Operatives														
Laborers														
Service Workers														
TOTALS														

Contract Start Date: _____ Percent of Job Completed: _____
 Company Official's Name _____ Title _____
 Company Official's Signature _____ Date _____
 Telephone Number () _____

**WORK FORCE UTILIZATION REPORT
SERVICE and/or CONSULTANT FIRMS
INSTRUCTIONS FOR COMPLETION**

PURPOSE: The Work Force Utilization Report for Service and/or Consultant Firms is prepared by all contractors, and subcontractors if any, providing services (skilled or non-skilled) or professional consulting services to a state agency to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal government for reporting equal employment opportunity data. When the contract specific work force can be identified, the report covers all employees (including apprentices or trainees) working on the project. If the contract specific work force cannot be separated out, the contractor's total work force is reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

GENERAL INFORMATION:

1. Name of contracting state agency and state agency code (five digit code).
2. Reporting period covered by report (mm/dd/yy to mm/dd/yy); check to indicate Quarterly or Semi-Annual Report.
3. Contractor firm name (prime contractor on summary report submitted to agency) and address (including city name, state and zip code); check if the contractor is a NOT-FOR-PROFIT.
4. Type of Report: check to indicate whether report covers (i) the Contract Specific Work Force or (ii) the Company's Total Work Force (in the event the contract specific work force cannot be separated out).
5. Contractor Federal Employer identification number or payee identification number (prime contractor I.D. on summary report); check to indicate prime or subcontractor report.
6. Contract Amount is dollar amount based on terms of the contract.
7. Contract number is the agency assigned number given to the contract (seven digits).
8. Location of work including county and zip code where work is performed.
9. Indicate Product or Service provided by contractor (brief description).
10. Contract start date is month/day/year work on contract actually began.
11. Contractor's estimate of the percentage of work completed at the end of this reporting period.

FEDERAL OCCUPATIONAL CATEGORIES: The contractor's work force is broken down and reported by the nine Federal Occupational Categories (FOC's) consistent with the Federal government's EEO-1 categories for the private sector labor force. These are: Officials and Managers, Professionals, Technicians, Sales, Office & Clerical (Administrative Support), Craft Workers, Operatives, Laborers and Service Workers. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.

TOTAL NUMBER OF EMPLOYEES: Record the total number of all persons employed in each FOC during the reporting period, regardless of ethnicity (either working on the specific contract OR in the contractor's total work force, based on the type of report indicated above). Report the total number of male (M) employees in column (1) and the total number of female (F) employees in column (2) for each FOC. In columns (3) through (10) report the numbers of male and female minority group members employed, based on the following defined groups:

- Black (not of Hispanic origin): all persons having origins in any of the Black African racial groups;
- Hispanic: all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or descent of either Indian or Hispanic origin, regardless of race;
- Asian or Pacific Islander: all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands;
- Native American or Alaskan Native: all persons having origins in any of the original peoples of North America.

TOTAL PERCENT MINORITY: The sum of all minority group members (male and female) employed in the FOC divided by the total number of all employees in that FOC (column 1 + column 2).

TOTAL PERCENT FEMALE: The total number of female employees in the FOC (column 2) divided by the total number of all employees in that FOC (column 1 + column 2).

TOTALS: The column totals should be calculated (sum each column) for all FOC's combined. Total minority and female percentages should be calculated as shown above, based on the column totals.

SUBMISSION: The work force utilization report is to be completed by both prime and subcontractors and signed and dated by an authorized representative before submission. This Company Official's name, official title, and telephone number should be printed or typed where indicated on the bottom of the form.

The prime contractor shall complete a report for its own work force, collect reports completed by each subcontractor, and prepare a summary report for the entire combined contract work force. The reports shall include the total number of employees in each occupational category for all payrolls completed in the reporting period. The prime contractor shall submit the summary report to the contracting agency as required by Part 142 of Title 5 of the NYCRR pursuant to Article 15-A of the Executive Law.

**WORK FORCE UTILIZATION REPORT
COMMODITIES FIRMS**

Agency _____ /Code _____ Reporting Period _____
 Check one: Quarterly Report Semi-Annual Report

Contractor/Firm Name _____ Address _____ City _____ State _____ Zip _____

Type of Report: Contract Specific Work Force Total Work Force Check if NOT-FOR-PROFIT

Federal ID/Payee ID No.: _____ Contract No.: _____ Location of Work: _____ County _____ Zip _____
 Check One: Prime Contractor Subcontractor
 Contract Amount: \$ _____ Product/Service Provided: _____

Contract Start Date: _____ Percent of Job Completed: _____

Federal Occupational Category	Number of Employees						Total Percent Minority Employees	Total Percent Female Employees										
	Total Number Employees		Black (not of Hispanic Origin)		Hispanic				Asian or Pacific Islander		Native American/Alaskan Native							
	Male	Female	Male	Female	Male	Female			Male	Female	Male	Female						
Officials/Admin.																		
Professionals																		
Technicians																		
Sales Workers																		
Office & Clerical																		
Craft Workers																		
Operatives																		
Laborers																		
Service Workers																		
TOTALS																		

Company Official's Name _____ Title _____
 Company Official's Signature _____ Date _____

Telephone Number () _____
 EEO 3 (7/04)

**WORK FORCE EMPLOYMENT UTILIZATION REPORT
COMMODITIES FIRMS
INSTRUCTIONS FOR COMPLETION**

PURPOSE: The Work Force Employment Utilization Report for Commodities Firms is prepared by all contractors, and sub-contractors if any, providing goods, products or merchandise to a state agency to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal government for reporting equal employment opportunity data. When the contract specific work force can be identified, the report covers all employees (including apprentices or trainees) working on the project. If the contract specific work force cannot be separated out, the contractor's total work force is reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

GENERAL INFORMATION:

1. Name of contracting state agency and state agency code (five digit code).
2. Reporting period covered by report (mm/dd/yy to mm/dd/yy); check to indicate Quarterly or Semi-Annual Report.
3. Contractor firm name (prime contractor on summary report submitted to agency) and address (including city name, State and zip code); check if the contractor is a NOT-FOR-PROFIT.
4. Type of Report: check to indicate whether report covers (i) the Contract Specific Work Force or (ii) the Company's Total Work Force (in the event the contract specific work force cannot be separated out).
5. Contractor Federal Employer identification number or payee identification number (prime contractor i.d. on summary report); check to indicate prime or subcontractor report.
6. Contract Amount is dollar amount based on terms of the contract.
7. Contract number is the agency assigned number given to the contract (seven digits).
8. Location of work including county and zip code where work is performed.
9. Indicate Product or Service provided by contractor (brief description).
10. Contract start date is month/day/year work on contract actually began.
11. Contractor's estimate of the percentage of work completed at the end of this reporting period.

FEDERAL OCCUPATIONAL CATEGORIES: The contractor's work force is broken down and reported by the nine Federal Occupational Categories (FOC's) consistent with the Federal government's EEO-1 categories for the private sector labor force. These are: Officials and Managers, Professionals, Technicians, Sales, Office & Clerical (Administrative Support), Craft Workers, Operatives, Laborers and Service Workers. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.

TOTAL NUMBER OF EMPLOYEES: Record the total number of all persons employed in each FOC during the reporting period, regardless of ethnicity (either working on the specific contract OR in the contractor's total work force, based on the type of report indicated above). Report the total number of male (M) employees in column (1) and the total number of female (F) employees in column (2) for each FOC. In columns (3) through (10) report the numbers of male and female minority group members employed, based on the following defined groups:

- Black (not of Hispanic origin): all persons having origins in any of the Black African racial groups;
- Hispanic: all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American decent of or either Indian or Hispanic origin, regardless of race;
- Asian or Pacific Islander: all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands;
- Native American or Alaskan Native: all persons having origins in any of the original peoples of North America.

TOTAL PERCENT MINORITY: The sum of all minority group members (male and female) employed in the FOC divided by the total number of all employees in that FOC (column 1 + column 2).

TOTAL PERCENT FEMALE: The total number of female employees in the FOC (column 2) divided by the total number of all employees in that FOC (column 1 + column 2).

TOTALS: The column totals should be calculated (sum of each column) for all FOC's combined. Total minority and female percentages should be calculated as shown above, based on the column totals.

SUBMISSION: The work force utilization report is to be completed by both prime and subcontractors and signed and dated by an authorized representative before submission. This Company Official's name, official title, and telephone number should be printed or typed where indicated on the bottom of the form.

The prime contractor shall complete a report for its own work force, collect reports completed by each subcontractor, and prepare a summary report for the entire combined contract work force. The reports shall include the total number of employees in each occupational category for all payrolls completed in the monthly reporting period. The prime contractor shall submit the summary report to the contracting agency as required by Part 542 of Title 9 Subtitle N of the NYCRR pursuant to Article 15-A of the Executive Law.

ATTACHMENT G

Compliance with
State Finance Law §139-j and §139-k

Contractor's Certification of Compliance with State Finance Law §139-k(5)

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Contractor that all information provided to the Division of Parole with respect to State Finance Law §139-k is complete, true and accurate (Attachment 1). In addition, State Finance Law §139-j(6) requires that the Division of Parole incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the Division of Parole and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the "Request for Proposal (RFP)" through final award and approval of the Procurement Contract by the Division of Parole and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Regarding this RFP process you may only contact Jeff Nesich, Director of Management and Budget. Indicate your concurrence with this requirement in Attachment 2. Please note that during the RFP process that the Division of Parole is required to determine the responsibility of "the proposed Contractor" pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period the Contractor is debarred from obtaining governmental Procurement Contracts.

Lastly, New York State Finance Law §139-k(2) obligates the Division of Parole to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j (Attachment 3). This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, potential Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by the Division due to: (a) a violation of State Finance to the Division of Parole. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Contractor that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Contractor is necessary to protect

public property or public health safety, and that the Contractor is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

Instructions:

The Division of Parole must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist. Accordingly, all potential Contractors submitting a proposal pursuant to this RFP must provide the three attached completed certification forms with their proposal.

**Contractor's Certification of Compliance
with State Finance Law §139-k(5)***

Contractor's Certification:

I certify that all information provided to The Division of Parole with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

**Contractor's Affirmation of Understanding of and Agreement
pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**

Contractor affirms that it understands and agrees to comply with the procedures of the Division of Parole relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Contractor's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

CONTRACT TERMINATION PROVISION

The Division of Parole reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the Division of Parole may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

By: _____

Signature

Name: _____

Title: _____

Date: _____

ATTACHMENT H

Workers Compensation Certification

Workers' Compensation Requirements Under Wcl §57

To assist the Division of Parole in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with the Division of Parole **MUST** provide ONE of the following forms:

C-105.2 – Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the Division upon request). PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; **OR**

WC/DB-100 Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; *See attached affidavit form.* **OR**

WC/DB-101, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; (Affidavits must be stamped as received by the NYS Workers' Compensation Board.) *See attached affidavit form.* **OR**

SI-12 – Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the Division upon request).

NYS WCB WC/DB100/101 100 Broadway Menands ALBANY 12241 (866) 750-5157 Fax# (518) 473-9166	NYS WCB WC/DB100/101 State Office Building 44 Hawley Street BINGHAMTON 13901 (866) 802-3604 Fax# (607) 721-8464	NYS WCB WC/DB100/101 111 Livingston St. 22nd Floor BROOKLYN 11201 (800) 877-1373 Fax# (718) 802-6642	NYS WCB WC/DB100/101 107 Delaware Ave. BUFFALO 14202 (866) 211-0645 Fax# (716) 842-2132	NYS WCB WC/DB100/101 220 Rabro Drive Suite 100 HAUPPAUGE 11788 (866) 681-5354 Fax# (631) 952-7966	NYS WCB WC/DB100/101 175 Fulton Ave. HEMPSTEAD 11550 (866) 805-3630 Fax# (516) 560-7807	NYS WCB WC/DB100/101 215 W. 125th St. 3rd Floor NEW YORK 10027 (800) 877-1373 Fax# (212) 316-9183	NYS WCB WC/DB100/101 41 North Division St. PEEKSKILL 10566 (866) 746-0552 Fax# (914) 788-5793	NYS WCB WC/DB100/101 168-46 91st Ave. 3rd Floor QUEENS 11432 (800) 877-1373 Fax# (718) 291-7248	NYS WCB WC/DB100/101 130 Main St. ROCHESTER 14614 (866) 211-0644 Fax# (585) 238-8341	NYS WCB WC/DB100/101 935 James St. SYRACUSE 13203 (866) 802-3730 Fax# (315) 423-2938
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Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
(Incomplete forms will be returned - Please contact an attorney if you have any questions regarding this form.)

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Affidavit **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show either other businesses or those business' insurance carriers that such insurance is not required.

Applicant must either fax or mail this completed form to the closest New York State Workers' Compensation Board office at the fax number or address listed on the top of this form. Incomplete forms will be returned.

Please note: This statement must be notarized and also have been stamped by the New York State Workers' Compensation Board. This affidavit will not be accepted by government officials one year from the date received by the Workers' Compensation Board.

Upon receipt of a fully completed WC/DB 100 form, the Workers' Compensation Board will stamp this form as received and return it to you by either mail or fax. Please provide a copy (or the original, if required by the government entity) of this stamped form to the government entity from which you are requesting a permit, license or contract.

In the Application of (Business Name and Address)

for a _____ permit/license/contract

State of _____)
) ss.:
 County of _____)

_____ (applicant's name) being duly sworn, deposes and says:

1. I am the _____ (position) with _____ (business or trade name), a _____ (type of business). The telephone number of the business is _____. The Federal Employer Identification Number of the business (or the Social Security Number of the business owner) is _____. The New York State Unemployment Insurance Employer Registration Number (if any) of the business is _____. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this affidavit.

2. My personal address is _____ and my home telephone number is _____.

3. That the above named business is applying for a _____ (type of permit/ license/contract applying for) from _____ (governmental entity issuing the permit/ license/contract).

3a) {Optional - Location of where work will be performed in New York State from _____ to _____ (dates necessary to complete work associated with permit/license/contract). The estimated dollar amount of project is _____.

4. That the above named business is certifying that it is exempt from obtaining New York State specific workers' compensation insurance coverage for the following reason (to be eligible for exemption, applicant must be able to truthfully check ONE of the boxes from 4a. through 4h.):

- 4a.) the business is owned by one individual and is not a corporation. Other than the owner, there are no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members).
- 4b.) the business is a partnership under the laws of New York State and is not a corporation. Other than the partners, there are no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members). (Must attach separate sheet with a list of all the partners names and also with the signatures of all the partners.)
- 4c.) the business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation Other than the corporate owner, there are no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members).

- 4d.) the business is a two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (each individual must own at least one share of stock). Other than the corporate owners, there are no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members). *(Must attach separate sheet with a list of the names of both owners, and also with both owners' signatures.)*
- 4e.) the applicant is a nonprofit entity (under IRS rules). With the exception of clergy or teachers, the nonprofit has no compensated individuals providing any services.
- 4f.) the business is a farm with less than \$1,200 in payroll the preceding calendar year.
- 4g.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. **Only** uncompensated friends/family are helping to build this structure.
- 4h.) other than the business owner(s) and individuals obtained from a registered temporary service agency, there are no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members). Other than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agency and that agency has covered these individuals for New York State workers' compensation insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation

5. That the above named business is certifying that it is exempt from obtaining New York State disability benefits insurance coverage for the following reason (to be eligible for exemption, applicant must be able to truthfully check **ONE** of the boxes from 5a. through 5f.):

- 5a.) the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. *(Independent contractors are not considered to be employees under the Disability Benefits Law.)*
- 5b.) the applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.
- 5c.) the applicant is a nonprofit religious, charitable or educational institution. With the exception of executive officers, clergy, sextons, teachers or professionals, the nonprofit has no compensated individuals providing services.
- 5d.) the business is a farm and all employees are farm laborers.
- 5e.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. **Only** uncompensated friends/family are helping to build this structure.
- 5f.) other than the business owner(s) and individuals obtained from the temporary service agency, there are no other employees. Other than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agency and that agency has covered these individuals for New York State disability benefits insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation.

6. That if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, such as the hiring of employees, the above-named business will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed in item 3 on the front of this form.

7. That based on the facts presented, I certify that the above-named business does not require (check box 7a. and/or 7b.):

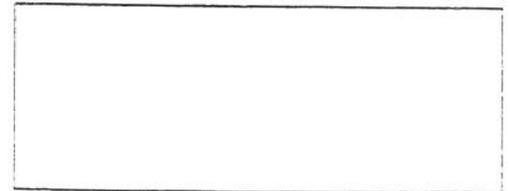
- 7a.) workers' compensation insurance. (applicant must have checked **ONE** of the boxes from 4a. through 4h.)
- 7b.) disability benefits insurance. (applicant must have checked **ONE** of the boxes from 5a. through 5f.)

8. By signing my name below, **I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this affidavit under the penalties of perjury.** I further affirm that I understand that any false statement, representation or concealment will subject me to **felony** criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws.

Sworn to before me this _____
Day of _____, 20__

Notary Public

(Applicant's Signature – first and last name)



NYS Workers' Compensation Board Received Stamp

Because this is a sworn affidavit, employees of the Workers' Compensation Board cannot assist applicants in answering questions about this form.

NYS WCB WC/DB100/101 100 Broadway Menands ALBANY 12241 (866) 750-5157 Fax# (518) 473-9166	NYS WCB WC/DB100/101 State Office Building 44 Hawley Street BINGHAMTON 13901 (866) 802-3604 Fax# (607) 721-8464	NYS WCB WC/DB100/101 111 Livingston St. 22nd Floor BROOKLYN 11201 (800) 877-1373 Fax# (718) 802-6642	NYS WCB WC/DB100/101 107 Delaware Ave. BUFFALO 14202 (866) 211-0645 Fax# (716) 842-2132	NYS WCB WC/DB100/101 220 Rabro Drive Suite 100 HAUPPAUGE 11788 (866) 681-5354 Fax# (631) 952-7966	NYS WCB WC/DB100/101 175 Fulton Ave. HEMPSTEAD 11550 (866) 805-3630 Fax# (516) 560-7807	NYS WCB WC/DB100/101 215 W. 125th St. 3rd Floor NEW YORK 10027 (800) 877-1373 Fax# (212) 316-9183	NYS WCB WC/DB100/101 41 North Division St. PEEKSKILL 10566 (866) 746-0552 Fax# (914) 788-5793	NYS WCB WC/DB100/101 168-46 91st Ave. 3rd Floor QUEENS 11432 (800) 877-1373 Fax# (718) 291-7248	NYS WCB WC/DB100/101 130 Main St. ROCHESTER 14614 (866) 211-0644 Fax# (585) 238-8341	NYS WCB WC/DB100/101 935 James St. SYRACUSE 13203 (866) 802-3730 Fax# (315) 423-2938
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Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage

(Incomplete forms will be returned - Please contact an attorney if you have any questions regarding this form.)

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Affidavit ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show either other businesses or those business' insurance carriers that such insurance is not required.

Applicant must either fax or mail this completed form to the closest New York State Workers' Compensation Board office at the fax number or address listed on the top of this form. Incomplete forms will be returned.

Please note: This statement must be notarized and also have been stamped by the New York State Workers' Compensation Board. This affidavit will not be accepted by government officials one year from the date received by the Workers' Compensation Board.

Upon receipt of a fully completed WC/DB-101 form, the Workers' Compensation Board will stamp this form as received and return it to you by either mail or fax. Please provide a copy (or the original, if required by the government entity) of this stamped form to the government entity from which you are requesting a permit, license or contract.

In the Application of (Business Name and Address)

for a _____ permit/license/contract

State of _____)
) ss.:
 County of _____)

_____ (applicant's name) being duly sworn, deposes and says:

- I am the _____ (position) with _____ (business or trade name), a _____ (type of business). The telephone number of the business is (_____) _____. The Federal Employer Identification Number of the business (or the Social Security Number of the business owner) is _____. The New York State Unemployment Insurance Employer Registration Number (if any) of the business is _____. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this affidavit.
- My personal address is _____ and my home telephone number is (_____) _____.
- That the above named business is applying for a _____ (type of permit/ license/contract applying for) from _____ (governmental entity issuing the permit/ license/contract).
 3a) {Optional -- Location of where work will be performed in New York State _____ from _____ to _____ (dates necessary to complete work associated with permit/license/contract). The estimated dollar amount of project is _____.
- That the above named business is certifying that it is exempt from obtaining New York State specific workers' compensation insurance coverage for the following reason (to be eligible for exemption, applicant must be able to truthfully check either box 4a or 4b):

4a) the business is from outside of New York State, and wishes to use its foreign or other state's workers' compensation insurance policy to cover its employees while they are working in New York State. To check this box, the **applicant MUST** have New York (NY) specifically listed on Item 3C on the Information Page of its workers' compensation insurance policy (Exception-3C coverage not required for contracts where **ALL** work is done outside of New York State), and **MUST attach** a certificate of insurance from its foreign or other State's workers' compensation insurance policy to this Affidavit (and listed the governmental entity issuing the permit/ license/contract as the Certificate Holder). Further, by checking box "4a" on this form, the **applicant CERTIFIES** that for the period covered by this exemption form the above business **DOES NOT or WILL NOT meet any of the following four criteria (4aa. - 4ad.)**.

- 4aa. has a physical location within New York State, nor
- 4ab. has more than \$50,000 in labor costs in a calendar year for employees working in New York State, nor
- 4ac. has one or more employees with a primary work location or hired within New York State, nor
- 4ad. has an employee or employees working in New York State more than 90 days in a calendar year.

Applicants that meet any of the above four criteria (4aa. - 4ad.), CANNOT check "box 4a" on this form and CANNOT file this form for a workers' compensation exemption. PLEASE NOTE: Applicants that meet any of the above four criteria (4aa. - 4ad.), are REQUIRED to have a full New York State workers' compensation policy (NY listed under Item 3A on the Information Page of the insurance policy) and must file either a C-105.2 - Certificate of Workers' Compensation Insurance OR a U-26.3, the State Insurance Fund's version of this form (the business' insurance carrier will send these forms to the government entity issuing the permit, license or contract upon the business' request) as proof of this coverage. [Applicants that DO NOT meet any of the above four criteria (4aa. - 4ad.) are NOT required to have NY listed under Item 3A on the Information Page of the insurance policy. Instead, the out-of-state employer's employees will be covered when working in New York by having NY listed in Item 3C on the Information Page of the workers' compensation insurance policy (the other-states section).]

4b) All employees from the entity applying for the permit, license or contract are direct employees of a government entity outside of New York State and such employees are outside the jurisdiction of New York State workers' compensation coverage. (Applicant **MUST attach** a certificate of insurance from its foreign or other State's workers' compensation insurance policy to this Affidavit)

5. That the above named business is certifying that it is exempt from obtaining New York State disability benefits insurance coverage for the following reason (to be eligible for exemption, applicant must be able to truthfully check ONE of the boxes from 5a. through 5b.):

5a.) the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

5b.) All employees from the entity applying for the permit, license or contract are direct employees of a government entity outside of New York State and such employees are outside the jurisdiction of New York disability benefits coverage.

6. That if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named business will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed in item 3 on the front of this form.

7. That based on the facts presented, I certify that the above-named business does not require (check box 7a. and/or 7b.):

7a.) workers' compensation insurance. (applicant must have checked box 4a or 4b and attached a certificate of insurance from its foreign or other State's workers' compensation insurance policy to this Affidavit)

7b.) disability benefits insurance. (applicant must have checked either box 5a. or 5b.)

8. By signing my name below, I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this affidavit under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws.

(Applicant's Signature -- first and last name)



NYS Workers' Compensation Board Received Stamp

Sworn to before me this _____
Day of _____, 20__

Notary Public

Because this is a sworn affidavit, employees of the Workers' Compensation Board cannot assist applicants in answering questions about this form.

ATTACHMENT I

Vendor Responsibility Questionnaire

New York State Standard Vendor Responsibility Questionnaire

1. LEGAL BUSINESS NAME: _____
2. FEDERAL EMPLOYER ID NO. (FEIN): _____
3. D/B/A — Doing Business As (if applicable): _____
COUNTY FILED: _____
4. WEBSITE ADDRESS (if applicable): _____
5. PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
6. TELEPHONE NUMBER: _____
7. FAX NUMBER: _____
8. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:
Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____
9. TYPE OF BUSINESS: (please check appropriate box and provide additional information)

<ul style="list-style-type: none"> a) <input type="checkbox"/> Corporation b) <input type="checkbox"/> Sole Proprietor c) <input type="checkbox"/> General Partnership d) <input type="checkbox"/> Not-for-Profit Corporation e) <input type="checkbox"/> Limited Liability Company (LLC) f) <input type="checkbox"/> Limited Partnership g) <input type="checkbox"/> Other — Specify: _____ 	<ul style="list-style-type: none"> State of Incorporation: _____ State/County filed in: _____ State/County filed in: _____ Charities Registration Number: _____ Jurisdiction filed: _____ State/County filed in: _____ Jurisdiction Filed (if applicable) _____
---	--
10. IF NOT INCORPORATED OR FORMED IN NEW YORK STATE, PLEASE PROVIDE A CURRENT CERTIFICATE OF GOOD STANDING FROM YOUR STATE OR APPLICABLE LOCAL JURISDICTION.
11. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), DIRECTOR AND MEMBER, as applicable:
 - a) _____
 - b) _____
 - c) _____
 - d) _____
 - e) _____
 - f) _____
 - g) _____
 - h) _____
12. AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:
Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____

New York State Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

13. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-3 ABOVE?

Yes No

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

14. WITHIN THE PAST FIVE (5) YEARS, HAS THE VENDOR, ANY PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE¹ OR ANY PERSON INVOLVED IN THE BIDDING, CONTRACTING OR LEASING PROCESS BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (b) a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (c) an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? Yes No
- (d) an investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency? Yes No
- (e) a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (f) a federal, state or local government suspension or debarment from the contracting process? Yes No
- (g) a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract? Yes No
- (h) a federal, state or local government denial of a lease or contract award for non-responsibility? Yes No
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease? Yes No

¹"Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

New York State Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

- (j) a federal, state or local determination of a willful violation of any public works or labor law or regulation? Yes No
- (k) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No
- (l) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local laws? Yes No
- (m) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful? Yes No
- (n) a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles? Yes No
- (o) a citation, violation order, pending administrative hearing or proceeding or determination issued by a federal, state or local government for violations of:
 - health laws, rules or regulations Yes No
 - unemployment insurance or workers' compensation coverage or claim requirements Yes No
 - ERISA (Employee Retirement Income Security Act) Yes No
 - human rights laws Yes No
 - federal U.S. Citizenship and Immigration Services laws Yes No
 - Sherman Act or other federal anti-trust laws Yes No
- (p) entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity? Yes No
- (q) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? Yes No
- (r) a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract? Yes No
- (s) a finding of non-responsibility by an agency or authority due to the intentional provision of false or incomplete information as required by Executive Order 127? Yes No

FOR EACH YES ANSWER TO QUESTIONS 14 a-s, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

15. DURING THE PAST THREE YEARS, HAS THE VENDOR FAILED TO:

- (a) FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENT TAXES? Yes No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

- (b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? Yes No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

New York State Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

16. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING?

Yes No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

17. DOES VENDOR HAVE THE FINANCIAL RESOURCES NECESSARY TO FULFILL THE REQUIREMENTS OF THE PROPOSED CONTRACT?

Yes No

ATTACHMENT J

ST-220 Tax Law Certification



Contractor Certification

(Pursuant to Section 5-a of the Tax Law)

ST-220

(1/05)

For more information, see Publication 222, *Question and Answers Concerning Section 5-a*.

Contractor name		<i>For office use only</i> Contract number	
Contractor's principal place of business	City State ZIP code		
Mailing address (if different than above)		Estimated contract value	
Contractor's federal employer Identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number ()	Contracting state agency	\$	

I, _____, hereby affirm, under penalty of perjury, that I am _____
 (name) (title)
 of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and that:

Part I. Contract services that are not services for purposes of Tax Law section 5-a

(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II - V.)

- The requirements of Tax Law section 5-a do not apply because the subject matter of the contract concerns the performance of services which are not *services* within the meaning of Tax Law section 5-a.

(If you did not mark the box next to the statement in Part I, mark an X next to the applicable statement in Parts II through V.)

Part II. Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law.
- As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part III. Affiliate registration status

- As of the date of this certification, the contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and each affiliate exceeding the \$300,000 sales threshold during such periods is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address, and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- To the best of the contractor's knowledge, the contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part IV. Subcontractor registration status

- As of the date of this certification, the contractor does not have any subcontractors.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each subcontractor exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part V. Subcontractor affiliate registration status

- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(signature)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
 : SS.:
 COUNTY OF }

On the day ____ of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): _he is a duly authorized member of, _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

 Notary Public

Registration No.

Instructions

General information

On August 20, 2004, New York State enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor must use Form ST-220, *Contractor Certification*, to make this certification before the contract may be approved by the Office of the State Comptroller (OSC), or other contract approver if OSC is not required to approve the contract.

This statute applies to contracts resulting from solicitations to purchase issued by governmental entities on or after January 1, 2005. In the case of contracts resulting from issuance of an invitation for bid (IFB) or a request for proposal (RFP), the statute would apply if the IFB or RFP was first issued on or after January 1, 2005. The statute would not apply if the bid document was first issued before January 1, 2005, even if the bid document was amended, or the resulting contract was awarded, approved, amended, or extended after January 1, 2005.

The statute does not apply to purchases from preferred sources. For additional information, please see Publication 222, *Questions and Answers Concerning Tax Law Section 5-a*.

Definition of terms associated with section 5-a

The following is a partial list. Please see Publication 222 for additional information.

A *contractor* is defined as a person awarded a contract by a covered agency.

The term *person* is defined as any entity in business for either profit or not-for-profit purposes and can refer to an individual, partnership, limited liability company, society, association, joint stock company, or corporation.

A *covered agency* is defined as New York State or any department, board, bureau, commission, division, office, council or agency of New York State; public authorities and public benefit corporations. The State Legislature, the judiciary, Department of Law, Office of State Comptroller, State Education Department, State University of New York and the senior colleges of City University of New York are included in this definition.

An *affiliate* is an entity which, through stock ownership or any other affiliation, directly, indirectly or constructively, controls another entity, is controlled by another entity, or is, along with another entity, under the control of a common parent company.

A *subcontractor* is an entity specifically engaged by a contractor or another subcontractor to provide commodities or perform services necessary to allow a contractor to fulfill a particular contract with a covered agency.

Commodities means, other than with respect to contracts for State printing, material goods, supplies, products, construction items or other standard articles of commerce other than technology which are the subject of any purchase or other exchange.

Tangible personal property means physical personal property, of any nature, that has a material existence and is perceptible to the human senses. Tangible personal property includes, without limitation: (1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written off-the-shelf software; (4) artistic items such as sketches, paintings, photographs, moving picture films and recordings; (5) animals, trees, shrubs, plants and seeds; (6) bottled water, soda and beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms.

Completing Form ST-220

Identification information

Contractor name: Enter the exact legal name of the person or entity who is contracting to provide commodities or services to a covered agency of New York State. This is the name registered with the New York Department of State.

Contractor's principal place of business: Enter a street address, not a PO box number.

Mailing address: Enter the address where contractor receives mail, if different than the principal place of business.

Contracting state agency: Enter the state agency awarding the contract to the contractor.

Certification statement: If the contractor is a corporation, the statement must be completed by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or other officer authorized by the corporation. If the contractor is a partnership, the statement must be completed by a partner or person authorized by the partnership. If the contractor is a limited liability company, the statement must be completed by a member of the LLC and be authorized by the LLC.

Part I – Contract services not pursuant to Tax Law section 5-a

If the services to be performed under the contract are not services within the meaning of Tax Law section 5-a, mark an **X**. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

For procurement law purposes, *services* means, other than with respect to contracts for State printing, the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For procurement law purposes, technology is a service. The term *services* for procurement law purposes does not apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article eleven-B of the State Finance Law.

The term *taxable services* for New York State and local sales and compensating use tax law purposes includes, but is not limited to: 1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed manner in any other

manner; 2) processing, assembling, fabricating, printing or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale; 3) installing, maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service in the regular course of business (for example, servicing automobiles, installing appliances, and repairing radio and television sets); 4) storing tangible personal property that is not being held for sale; 5) renting safe deposit boxes, vaults, and similar storage facilities; 6) maintaining, servicing, or repairing real property both inside and outside buildings (for example, cleaning, painting, gardening, snow plowing, trash removal, and general repairs); 7) providing parking, garaging, or storing services for motor vehicles; 8) interior decorating and designing; 9) protective or detective services; and 10) entertainment or information services provided by means of telephony or telegraphy.

Parts II through V

If the contract is covered under Tax Law section 5-a, you must mark an **X** in one box in each of these parts. You must also sign and have the certification acknowledged, and complete Schedule A.

Schedule A

Column A – Relationship to the contractor

The contractor should enter a **C**. It is not necessary for the contractor to complete columns C through E since this information has been provided on page 1.

If the person listed in column B is an affiliate of the contractor, enter an **A**; if a subcontractor, enter an **S**; if an affiliate of a subcontractor, enter **SA**.

Column B – Name

Enter the exact legal name as registered with the New York Department of State of each corporation or limited liability company. If the person is a partnership or sole proprietor, enter each partner's or the owner's given name. If the person uses a different name or DBA (doing business as), enter that name as well.

Column C – Address

Enter the street address of the person's principal place of business. Do not enter a PO box.

Column D – ID number

If the person listed in column B is an individual, enter the social security number of that person. Otherwise enter the employer identification number (EIN) assigned to the person.

Column E – Sales tax ID number

Enter the sales tax identification number, if different from the federal identification.

Column F – Proof of registration

Enter **CA** and attach a copy of the certificate of authority for the person.

If the certificate of authority is not readily available and if the person is registered with the Department of Taxation and Finance and has confirmed this status with the DTF, enter **RC**.

Return a signed and acknowledged original Form ST-220, and a copy, with the contract to the procuring state agency.

Additional Websites for Reference (clarification of required forms):

Vendor Responsibility Questionnaire

<http://nysosc3.osc.state.ny.us/vendrep/documents/questionnaire.doc>

Tax Disclosure, ST-220

http://www.nystax.gov/sbc/nys_contractors.htm

Workers Compensation Forms

http://www.wcb.state.ny.us/content/main/SubjectNos/sn046_122.htm

<http://www.wcb.state.ny.us/content/main/forms/WCDB-100.pdf>

<http://www.wcb.state.ny.us/content/main/forms/WCDB-101.pdf>

Compliance with State Finance Law §§139-j AND 139-k

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>