



**STATE OF NEW YORK
EXECUTIVE DEPARTMENT
DIVISION OF PAROLE**
97 Central Avenue
Albany, New York 12206

Eliot Spitzer
Governor

George B. Alexander
Chairman
Chief Executive Officer

March 16, 2007

Dear Administrative Officer:

Attached is Request for Proposal (RFP) 2007-02 Fee for Supervision Program. This RFP will enable the Division to award contracts for Lockbox Services for the provision of receiving payments from parolees on a monthly basis.

Please note there will be a non-mandatory Bidder's Conference on Tuesday, March 27, 2007, at the Division's Central Office, 97 Central Avenue, Albany. Any questions pertaining to this proposal, or to confirm your attendance and be advised of the time of the conference, should be addressed to Barbara Farley, Contract Management Specialist, at (518) 473-3901 or e-mailed to contracts@parole.state.ny.us. Questions must be submitted by April 2, 2007. Answers to all questions will be posted on the NYSDOP website no later than April 4, 2007. A transcript of the Bidder's Conference will be made available on the website no later than April 4, 2007.

Proposals must be received by 12:00 noon on April 9, 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

Jeffrey W. Nesich
Director of Management and Budget

New York State
Division of Parole

**Request for Proposal
RFP 2007-02
FEE FOR SUPERVISION PROGRAM**

**Eliot Spitzer
Governor**



Division of Parole

George B. Alexander
Chairman and Chief Executive Officer

NYS DIVISION OF PAROLE
REQUEST FOR PROPOSAL 2007-02
FEE FOR SUPERVISION PROGRAM

I. SUBJECT AND PURPOSE

In 1992, the New York State Legislature passed, and the Governor signed into law, an amendment to Subdivision 9 of Section 259-a of the Executive Law. This law requires persons over the age of 18 who are under Parole supervision to pay a \$30 monthly supervision fee.

The Division of Parole is seeking a licensed banking institution for the purpose of maintaining a lockbox for the continued receipt of revenue and documents associated with this Supervision Fee program for all parolees under supervision in the State of New York. This lockbox "program" must be operational by July 1, 2007. The contract is for five years, through June 30, 2012; however, the lockbox program should be designed to operate by your institution beyond the June 30, 2012 period without the necessity of any additional specialized programming or other related costs not included in your proposal.

The major components involved in developing and administering this program are the establishment of a Supervision Fee account, receipt of monthly fees (lockbox), billing (and dunning as a mandated option to be exercised by DOP), the maintenance of information database records regarding releasee payments and the transfer of these records to the Division.

It is anticipated based upon the experience of the past five years that a total of approximately 10,000 parolees statewide will pay a fee, however, the actual total number of participants may vary greatly. Proposals should indicate the impact of any such variance (in terms of cost and timing) on their proposal and if there is a minimum or maximum level of total participants that can be served.

II. LOCKBOX REQUIREMENTS

The bank will be required to implement these requirements by the contract start date (7/1/07), based on a contract award date of 5/1/07.

A. General Requirements of Contract with Bank

1. Coordination with the Division of Parole for the production and provision of monthly coupon books to all participants that provide for the payment of remittance. (Attachment A)
2. Establishment of a lockbox physically located within New York State for remittance and document receipt.

3. Establishment of a Parole Supervision Fee account for deposit of all revenue received in the lockbox. This account must be available to the State Comptroller on a demand basis and comply with all State Comptroller rules and regulations including designation as a State depository.
4. Retrieval of all items in the lockbox for processing.
5. Prompt deposit of all remittances into the Parole Supervision Fee account.
6. Production of monthly reports that indicate each participant's status in making remittance, writing bad checks or sending tampered documents.
7. Production of other required reports pertaining to financial activity of the Parole Supervision Fee account, noting that during the term of said contract, various changes in reports may be necessary.
8. Establishment of all necessary quality control, security and I.T. requirements to ensure a high level of program accuracy.
9. Monthly billing to the Division of Parole which will compensate the bank through direct payment based on the number of transactions received and processed, not through compensating balances.
10. Maintenance of a system for the recording of all data associated with the program.

B. Procedures

1. The Division will provide electronic information monthly which includes all participants, their Parole-generated account number, current address and other relevant data. Each participant listed must be provided with a monthly payment book, in triplicate format, that covers a 12-month period. (See Attachment A)
2. These books must be provided to the Division within 10 days of information receipt. Each month new information will be provided which indicates the new releasees (parolees requiring the provision of such payment books) and the parolees who have been removed from the system.
3. If a participant loses his/her payment book, a replacement with the same account number must be prepared and provided to the Division (at the discretion of the Division) within 10 days of notification by the Division.

4. The bank should automatically provide, per the requirements of B-1 above, a new 12-month payment book for all parolees who have completed (in terms of obligation, not actual payment) month 11 on their payment book unless the monthly information (item B1) indicates that they have been removed.
5. The bank must provide for 15-day dunning services as an option that can be exercised by the Division to facilitate fee collection. When you detail this option, please list its costs, advantages and what information would be required from the Division to implement it.
6. The bank must include as an option, at Parole's discretion, a mechanism to return "overpayment" to parolees. Please describe how this would be achieved. Include the cost in Section IV.

C. Forms and Procedures

1. The bank will be responsible for the production and provision of the monthly billing document (and dunning at the Division's discretion).
2. Each parolee's account must be kept "open" for at least three years after the Division has indicated that the parolee should be removed from the program.

D. Lockbox

The contract with the bank will require that:

1. The location of the lockbox for the receipt of Supervision Fee documents and remittances be provided.
2. Contractor shall define "close of business" and shall specify a cutoff time with respect to remittances received. All remittances that are received prior to the specified cutoff time shall be deposited in the Supervision Fee account and credited in a corresponding ledger by the close of business on the day of receipt. All remittances that are received after the specified cutoff time must be deposited into the Supervision Fee account for ledger credit as of the day following the day of receipt (excluding Sunday and holidays).
3. All documents received in the lockbox prior to the stated cutoff time must be fully processed by close of business on the day following the day of receipt (except Sunday and holidays). All documents received in the lockbox after the cutoff time must be fully processed no later than 48 hours of receipt (except Sunday and holidays).

4. On the last day of each month, the bank must ensure that all document data associated with remittances deposited that day are fully processed.
5. The bank affirms that 99.0 percent of all lockbox documents processed will be free of clerical and data errors.
6. The contents of the lockbox must be picked up at least once every business day. The bank must specify when pickup will occur and the method that will be used to transport lockbox contents to the central location (please specify) for processing.

E. Document Processing/Records

The contract with the bank will require the following:

1. The bank must compare the documents and remittances received to ensure accuracy.
2. The bank must assign a number to each document received (starting with 1) and proceed in numerical order for all transactions received during the month. A copy of each transaction (document and remittance received) should be maintained for the period of two years and must be produced for the Division upon written request within ten business days (excluding transportation). A master listing of all documents received must be available for every month. Such listing must detail the following:

<u>Monthly Transaction #</u>	<u>Name</u>	<u>Account #</u>
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The monthly transaction number will enable the Division to identify documents received for review when required.

3. Any items received in the lockbox that are inappropriate must be forwarded to the Division within ten business days of receipt. This includes letters or documents that are not identifiable.
4. The bank must document and describe the chain of custody and control procedures that will be employed to ensure that all items in the lockbox arrive at the central processing unit, that all items in the envelopes are completely extracted and that the batching system employed will ensure that all transactions are recorded and stored in an accurate fashion.
5. The bank must stamp the date received on every document received in the lockbox.

6. The bank must agree to sort and process documents into the following categories:
 - Monthly pay document with remittance.
 - Monthly pay document with Parole Officer signature, name and badge number filled in.
 - Monthly pay document with partial remittance shown.
 - Monthly pay documents missing a remittance without the Parole Officer name, his/her signature or badge number must be returned to the Division of Parole without being processed.
 - Unprocessable items (anything received in the lockbox that cannot be appropriately identified such as an unidentifiable money order).
 - Documents that were obviously tampered with. While this is a judgement call, any apparent tampering should be determined.
 - Monthly pay document with a remittance check that bounced twice.
7. Any pay documents received for a prior month should be processed for that prior period.
8. The bank must review all remittances to ensure bankability, i.e., proper signature, dated, etc.
9. The bank must balance the remittances reviewed every month to ensure that remittances entered on documents agrees with actual remittances deposited.
10. The bank must enclose a transmittal of all unprocessable documents listing all items being sent to the Division as unprocessable including any correspondence or cash and any tampered with forms.
11. The bank must immediately redeposit a check following notice of initial dishonorment. The bank is not required to notify the Division after initial dishonorment. If a second dishonorment occurs, the vendor will not attempt to redeposit the check, but rather should treat it as an unprocessable document due to bounced check.

F. Payment/Certification Report

The contract with a bank will require the following:

1. The bank must produce payment/data information (EBCIDI format) and forward them to the Division according to the layout specifications detailed in Attachment B within 10 days of the last day of every month. Attachment B contains the detailed data elements that will be provided to the bank and the detailed data elements that in turn will be provided to the Division. Please note that the details on Attachment B may change.

2. The bank shall generate and forward printed reports by Parole officer number, which indicate the following:
 - A. The activity on each participant including Account # and bank I.D. for that month.
 - B. The "status" of the participant, either "eligible" or "non-compliant".
 - C. The total months non-compliant.
 - D. The "payments" for "current month" and the "total" during participation in the program.
 - E. The total arrears and the number of months under parole supervision (participation in the program).
(See Attachment C)
 - F. The bank shall provide to the Division of Parole by the 10th of each month a printed list of the pay coupon books issued. The report should be listed by Parole Officer number containing the name of the Parolee and the account number.
3. The bank shall also provide a report by Area Supervisor in each Region of the current activity by each Senior Parole Officers' unit. The report should include the Senior Parole Officer's name, the total payments and non-compliant participants in each unit. (See Attachment D)
4. A copy of the printed reports for all participants is to be forwarded by the bank to the Division. Proposals should provide the option, at the Division's discretion to obtain additional reports or to modify reports set forth herein.
5. Copies of the printed reports shall be forwarded by the bank to the appropriate Regional Office.
6. The bank agrees that data provisions which are determined by the Division to be not processable, will be replaced with corrected information within 24 hours of notification. If any documents or remittance are received in a month for prior months then it should be included on the next payment tape for the month in which it is received.
7. The bank must affirm that 99% of all payment/data tapes transmitted to the bank will be processable without replacement.
8. Payment/Data provision which contains all processable items for the entire month period must be produced within 10 days of the end of each month.
9. The bank must notify the Division of all "Bad Checks" within one business day of the vendor's advisement of the second dishonorment. When a check is dishonored for the second time, the Supervision Fee account should be charged (debited) for the respective account on the same day as the vendor advisement. The bank provides a dishonored check

package (consisting of a copy of the check and vendors internal document) on the same day it provides the bank statement that reflects the corresponding charge to the account. This package should be provided to the Division's Central Office and the Office of the State Comptroller.

10. The bank agrees to furnish to the Office of the State Comptroller daily-automated balances reported by 9:30 a.m. of each business day.
11. The bank will designate a cash flow Operations contact person and a contact person for the clarification and resolution of return check items, tampered documents and debit and credit adjustments. The Division may require additional reports at some time in the future. Format and cost will be mutually agreed upon at that time. The bank must agree to provide additional reports as specified by the Division.

III. EDP AND REPORTING REQUIREMENTS

The scope of this section of the RFP is to obtain the required Electronic Data processing (EDP) and Reporting services, as described below.

- A. In order to establish an environment in which effective project management is possible, the Division requires the following:
 1. All correspondence related to the project must be directed to the Division. The Division shall request, oversee, supervise and accept performance of each contractor's required services and any required submissions.
 2. Each contractor shall not provide access or divulge to third parties any information or material acquired during the performance of services.
 3. All reports and data files must be submitted to the Division and must be accompanied by a transmittal letter.
- B. The following standards must be adhered to:
 1. The contractor must develop programming specifications, which meet the requirements of the functional specification.
 2. Upon completion of the specification, the contractor must submit three (3) typed copies thereof to the Division, accompanied by a transmittal letter.
 3. The contractor must strictly adhere to the specifications as defined and accepted by the user.

4. If the Division identifies any problems with the computer generated report programs, the contractor will make the specified changes.
 5. All software, specifications, programs, reports, data files and other materials prepared for or relating to the project shall be furnished to the Division and become the exclusive property of the Division and shall be treated as confidential by the contractor.
- C. The anticipated scope of the EDP and reporting services to be delivered as part of the implementation of this application development project is listed below. It will be mandatory for the contractor to deliver each functional component including but not necessarily limited to those described here.

The Division will furnish to the contractor, on a monthly basis, a computer tape containing records for all individuals eligible to participate in the Supervision Fee Program. The records contained on the monthly tape will indicate individuals who are to be added to the program and individuals who are to be removed from the program.

In addition, records will contain all necessary information that may be required by the contractor to fulfill the requirements defined in this section. This information includes but is not necessarily limited to: name, county of residence, account number, gender, race, age, beginning parole date, ending parole date, employment status, crime of conviction, felony class, generic crime class, prior criminal history score (low, moderate, severe), supervision fee program status, parole officer of record, and parole officer number.

The contractor will be required to provide the following submissions to the Division. Please be specific in demonstrating what *you* envision these reports to look like.

1. Monthly reports of all individual payment, sorted by releasee name within parole officer number.
2. Monthly summary reports provided to the Division's Office of Administration that sort monthly payment activity per the specifications in Attachment E. This report should also include a breakdown of activity charged to each prior month as far back as is required.
3. Proposals should provide the option, at the Division's discretion, to obtain a report that provides the complete historical record of any parolee who has participated in the program. This report would list parolee's name, account #, and the dates of all processed payments. Please detail the proposed layout and cost of this option.

4. Provision of quarterly and annual reports to the Division's Office of Policy Analysis detailing the number of payments billed, number of payments paid, number of payments non completed and the amount of fees imposed, fees collected and rates of payments, on an aggregated basis, as defined by the categories described below.
 - A. Types of Crime of Conviction within generic crime category, including:
 1. Sex Offenses
 2. Robbery
 3. Burglary
 4. Murder/Manslaughter
 5. Drug Sales and Possession
 6. All Others
 - B. Generic crime categories within felony classes, including:
 1. Felony class A, B, C, D, E
 2. Youthful Offender
 3. Juvenile Offender
 - C. Prior criminal history score, including:
 1. Low
 2. Moderate
 3. Severe
 - D. Race within geographic area, including:
 1. County
 2. Area Office
 3. Regional Office
 - E. Gender within age, including:
 1. 30 years of age and under
 2. Over 30 years of age
5. The bank's entire database on this program must be made available to the Division upon request.
6. Quarters are defined as January to March, April to June, July to September, and October to December. Annual reports are defined as April 1 to March 1.

IV. FISCAL COMPONENT

Payment will be made through direct payment on a monthly basis. Compensating balances will not be employed. A monthly voucher for payment must be forwarded along with required monthly reports (including information tape) by the 10th day of every month.

- A. Costs should be detailed based on the prices associated with the processing and recording of revenue and documents. Please list the costs for every transaction outlined in this RFP. Please include postage, all printing and handling costs and with justification as required. If a minimum monthly total payment will be required, please indicate-also advise if there are economies of scale.
- B. These fees should include all reporting requirements and administrative costs (please detail).
- C. Please indicate and justify any required start-up costs (particularly in regard to printing, mailing and programming) associated with your proposal.

V. INFORMATION TO INCLUDE IN YOUR PROPOSAL

Please indicate your willingness and ability to meet all requirements of Section II, III and IV. Please address every item in numerical order. In addition, the following is required:

- A. Indicate any and all licenses that you have from any licensing authority.
- B. Attach proof of bonding or any other applicable insurance programs for a minimum level of \$1 million.
- C. Describe any experience that your agency has with lockbox operations for the State of New York.
- D. Describe the size of your organization, including fiscal and personnel details. Please specify the strategy that will be employed to meet all processing requirements. Where will the processing center be and how will it be staffed? Please be specific.
- E. Prepare a timetable for program implementation. Please elaborate on your ability to have all of the RFP requirements operational by 7/1/07 including the printing, mailing and EDP requirements.
- F. Attach a copy of your organization's Certificate of Incorporation. If there is no Certificate of Incorporation, please attach a brief statement to that effect, including a brief description of the reason why none exists and, a brief description of the nature of your organization, including the legal name of your organization and its principal place of business.

VI. REQUIREMENTS

To receive consideration, applicants must demonstrate:

- A. 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. To be considered, vendor must be a banking institution licensed by New York State.
- B. That they will comply with all standard and appropriate regulations governing contracts with the State of New York (Attachment F).
- C. Willingness to work with the Division to achieve any goals established relative to sub-contracting or purchasing of supplies from Minority and Women-Owner Business.
- D. MacBride Principles - Contractor must stipulate it has no business in Northern Ireland, or if it does, that it will take lawful steps in good faith to conduct said business in accordance with MacBride Fair Employment principles and it will permit independent monitoring of its compliance with these principles.
- E. Completion of the attached forms:

- **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.

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

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 H*) 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 H).**

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

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 I*), 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.

VII. Evaluation of Proposals

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 Signed Application Cover Sheet, will not receive award consideration. Additionally, RFP reviewers will not read or evaluate any information contained in your proposal if those pages minus the Cover Sheet 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
- Application Cover Sheet
- Noted compliance with Attachment F
- Compliance with MacBride Fair Employment Principles
- Ten (10) page Proposal Response Narrative
- Certificate of Incorporation
- State Finance Law §139j and §139k (*Attachment G*)
- Vendor Responsibility Questionnaire (*Attachment H*)
- ST-220 Tax Certification (*Attachment I*)

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 proposal, including references and financial components, as detailed below:

Proposals will be evaluated based on the following criteria:

- A. Provider's willingness to provide services (including reports and summaries). (20 pts)
- B. Provider's demonstrable ability to successfully deliver the services requested in the RFP. (30 pts)
- C. Experience and references. (20 pts)
- F. Cost of services. (30 pts)

The proposal that receives the highest overall score will be recommended for Contract Award.

IX. Stipulations

- 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.
- The Division reserves the right to make no award or more than one award if it is in its best interest to do so. The Division may make one or more awards for either of the three levels.

- 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.
- 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.

X. PROPOSAL SUBMISSION AND DUE DATES

There will be a non-mandatory Bidder's Conference on March 27, 2007 at the Division's Central Office, 97 Central Avenue, Albany. Please call Jeff Nesich (518-473-3901) if you wish to attend. Any questions related to this RFP should be e-mailed to Barbara Farley, Contract Management Specialist, contracts@parole.state.ny.us. Questions must be submitted by April 2, 2007. Answers to all questions will be posted on the DOP website no later than April 4, 2007. The original plus ten (10) copies of completed proposals should be received no later than 12:00 Noon on April 9, 2007.

Proposals should be received in a sealed envelope marked "Proposal for RFP 2007-02" and forwarded to:

Contract Management Unit
Proposal for Bid 2007-02
NYS Division of Parole
97 Central Avenue
Albany, NY 12206

ATTACHMENT A

ATTACHMENT "A" - Coupon Booklet in triplicate format (Original "Bank", 2nd copy "Parolee", 3rd copy "File")

Payment #	Account #	Due Date	Amount Due (check one)		
3	9909768464	04/01/2006	\$5 <input type="checkbox"/>	\$15 <input type="checkbox"/>	\$30 <input type="checkbox"/>

BANK COPY

ANDREWS, HAROLD

Amount Paid \$ _____

POUGHKEEPSIE
63 0384 1505

MAKE CHECK PAYABLE TO:

PO Signature _____

Shield # _____

NYS DIVISION OF PAROLE

Parolee Signature _____

Date _____

4013735 9909768464 040106 00000000 3

Payment #	Account #	Due Date	Amount Due (check one)		
3	9909768464	04/01/2006	\$5 <input type="checkbox"/>	\$15 <input type="checkbox"/>	\$30 <input type="checkbox"/>

PAROLEE COPY

ANDREWS, HAROLD

Amount Paid \$ _____

POUGHKEEPSIE
63 0384 1505

MAKE CHECK PAYABLE TO:

PO Signature _____

Shield # _____

NYS DIVISION OF PAROLE

Parolee Signature _____

Date _____

4013735 9909768464 040106 00000000 3

Payment #	Account #	Due Date	Amount Due (check one)		
3	9909768464	04/01/2006	\$5 <input type="checkbox"/>	\$15 <input type="checkbox"/>	\$30 <input type="checkbox"/>

FILE COPY

ANDREWS, HAROLD

Amount Paid \$ _____

POUGHKEEPSIE
63 0384 1505

MAKE CHECK PAYABLE TO:

PO Signature _____

Shield # _____

NYS DIVISION OF PAROLE

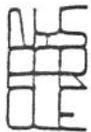
Parolee Signature _____

Date _____

4013735 9909768464 040106 00000000 3

ATTACHMENT B

(B)



SUPERVISION FEE PROGRAM - BANK TAPE

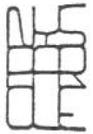
DATE:

CREATED BY:

PAGE 1 OF 1

<u>DATA ELEMENT</u>	<u>SIZE</u>	<u>COMMENT/DESCRIPTION</u>
ACCOUNT NUMBER	10N	LEFT JUSTIFIED - ZERO FILLED UNIQUE NUMBER ASSIGNED AT RELEASE NEVER CHANGED
NAME	30AN	LAST, FIRST MI
COUNTY OF RESIDENCE	2N	TABLE 13
SEX	1AN	1=MALE 2=FEMALE
RACE	1AN	TABLE 8
FILLER	1AN	
DATE OF BIRTH	6AN	FORMAT MMDDYY
RELEASE DATE	6AN	FORMAT YYMMDD
MAXIMUM EXPIRATION DATE	8AN	DATE RELEASED TO PAROLE SUPERVISION MMDDYYCC or "77777777" =LIFE MAY BE SPACES
EMPLOYMENT STATUS	2AN	TABLE 19
CRIME OF CONVICTION	4AN	TABLE 4
FELONY CLASS	1AN	TABLE 4
GENERIC CRIME CLASS	2AN	TABLE 54
PRIOR CRIMINAL HISTORY SCORE	1AN	L=LOW M=MODERATE S=SERIOUS
SUPERVISION FEE STATUS	1AN	A=ADD C=CONTINUE D=DELETE
PO NAME	30AN	LAST, FIRST MI
PON OF RECORD	10AN	2 DIGIT AREA OFFICE CODE (TABLE 7A) 4 DIGIT SENIOR PO BADGE NUMBER 4 DIGIT PO BADGE NUMBER LITERAL CORRESPONDING TO PON AREA
AREA OFFICE NAME	15AN	1=METRO I 2=METRO II 3=MID-HUDSON 4=CENTRAL/ADIRONDACK 5=WESTERN/SOUTHERN
REGION INDICATOR	1AN	7 DIGITS, 1 ALPHA LAST, FIRST MI
NY STATE ID NUMBER	8AN	
SENIOR PO NAME	30AN	
TRAILER RECORD LAYOUT		
TRAILER IDENTIFIER	10N	ALL 9's
TAPE CREATION DATE	6AN	FORMAT YYMMDD
RECORD COUNT	9N	
FILLER	145AN	SPACES

RECORD SIZE = 170 CHARACTERS, 192 RECORDS PER BLOCK, BLKSIZE = 32.640,
STANDARD LABEL, DATA SET NAME = PARPA.TPAR700



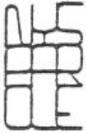
SUPERVISION FEE PROGRAM - BANK TAPE

DATE:

CREATED BY:

PAGE 1 OF 2

<u>DATA ELEMENT</u>	<u>SIZE</u>	<u>COMMENT/DESCRIPTION</u>
ACCOUNT NUMBER	10	LEFT JUSTIFIED - ZERO FILLED UNIQUE NUMBER ASSIGNED AT RELEASE NEVER CHANGED
NAME	30	LAST, FIRST MI
COUNTY OF RESIDENCE	2	TABLE 13
SEX	1	1=MALE 2=FEMALE
RACE	2	TABLE 8
FILLER	1	
DATE OF BIRTH	8	FORMAT MMDDCCYY
RELEASE DATE	8	FORMAT CCYYMMDD DATE RELEASED TO PAROLE SUPERVISION
MAXIMUM EXPIRATION DATE	8	MMDDYYCC or "77777777" =LIFE MAY BE SPACES
EMPLOYMENT STATUS	2	TABLE 19
CRIME OF CONVICTION	4	TABLE 4
FELONY CLASS	1	TABLE 4
GENERIC CRIME CLASS	2	TABLE 54
PRIOR CRIMINAL HISTORY SCORE	1	L=LOW M=MODERATE S=SERIOUS
SUPERVISION FEE STATUS	1	A=ADD C=CONTINUE D=DELETE
PO NAME	30	LAST, FIRST MI
PON OF RECORD	10	2 DIGIT AREA OFFICE CODE (TABLE 7A) 4 DIGIT SENIOR PO BADGE NUMBER 4 DIGIT PO BADGE NUMBER
AREA OFFICE NAME	15	LITERAL CORRESPONDING TO PON AREA
REGION INDICATOR	1	1=METRO I 2=METRO II 3=MID-HUDSON 4=CENTRAL/ADIRONDACK 5=WESTERN/SOUTHERN
DIVISION LAST CONTACT	6	CCYYMM
FILLER	2	
MONTHS PAST DUE	2	
DATE OF LAST TRANSACTION	8	MMDDCCYY
DATE LAST COUPON PAID	8	MMDDCCYY
DATE PREVIOUS COUPON PAID	8	MMDDCCYY
BOUNCE COUNT	3	
TAMPERED COUNT	3	
UNPROCESSED COUNT	3	



SUPERVISION FEE PROGRAM - BANK TAPE

DATE:

CREATED BY:

PAGE 2 OF 2

<u>DATA ELEMENT</u>	<u>SIZE</u>	<u>COMMENT/DESCRIPTION</u>
DELETE DATE	6	CCYYMM
NYSID NUMBER	8	7 DIGITS, 1 ALPHA
SENIOR PO NAME	30	LAST, FIRST MI
NYSID NUMBER PREFIX	1	
FILLER	130	
PAYMENT INTO HISTROY	1100	
NOTE: FOLLOWING PAYMENT FIELDS OCCUR 25 TIMES AND REDEFINE PAYMENT HISTORY		
COUPON DATE	8	MMDDCCYY
DATE COUPON PAID	8	MMDDCCYY
AMMOUNT PAID	S999V99	COMP 3
COUPON STATUS	1	IF = "B" THAN PAYMENT WAS WAIVED AND FEEST WILL BE SET TO "5" (ONLY DATA SUPPLIED BY THE BANK THAT IS PROCESSED BY PAROLE)
DATE BOUNCED	8	MMDDCCYY
BOUNCED AMMOUNT	S999V99	COMP 3
DELETE DATE	8	MMDDCCYY
FILLER	5	
TRAILER RECORD LAYOUT		
TRAILER IDENTIFIER	10	ALL 9's
TAPE CREATION DATE	6A	FORMAT YYMMDD
RECORD COUNT	9	
FILLER	145	SPACES

RECORD SIZE = 170 CHARACTERS, 192 RECORDS PER BLOCK, BLKSIZE = 32,640,
STANDARD LABEL, ALL DATA IS A/N EXCEPT AS NOTED, DATA SET NAME = PARPA.TPAR701

ATTACHMENT C

SPO/PO SUPERVISION FEE REPORT

02/01/07

MONTH: January
 REGION: Metro I
 SPO: JONES, Miguel
 PON: 9830941403

YEAR: 2007
 AREA SUP: BEST, Paul
 PO: BAILEY, Sandra

CASELOAD	NYSID #	CURRENT MONTH		Year-T-o-Date		Accumulated Totals		Total Waivers	TOTAL ARREARS
		Amount Owed	Amount Paid	Amount Owed	Amount Paid	Total Owed	Total Paid		
Olson, Douglas	9908753982	\$15.00	\$60.00	\$150.00	\$300.00	\$210.00	\$390.00	\$0.00	-\$180.00
Jordan, Edward	9908750312	\$30.00	\$30.00	\$180.00	\$240.00	\$810.00	\$600.00	\$0.00	\$210.00
Hernandez, Gordon	9901275684	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Alan	9900032556	\$5.00	\$0.00	\$15.00	\$0.00	\$125.00	\$0.00	\$0.00	\$125.00
Etc.									
Etc.									
Etc.									

ATTACHMENT D

AREA SUPERVISOR MONTHLY CONTROL SUPERVISION FEE REPORT

Report Date: 2/1/2007

Area: Manhattan I Area office
Area Sup: SMITH, Jane

REGION: Metro I
MONTH: January YEAR: 2007

CURRENT MONTH TOTALS

	# Required To Pay	#Paid Any Amount	Payment Rate	#Paid In Full	Compliance Rate	Amount Collected
SPO - DAY, Carol						
Ford, Lawrence	13	8	0.615	8	0.615	\$175.00
Kennedy, Tim	22	9	0.409	9	0.409	\$740.00
Cruz, Ed	17	4	0.235	3	0.176	\$315.00
Taylor, Carla	34	19	0.559	13	0.382	\$640.00
SPO - ANDREWS, Joan						
Johnson, Jeffrey	19	12	0.632	10	0.526	\$195.00
Brown, Laurie	16	3	0.188	0	0.000	\$265.00
Smith, Kenneth	14	10	0.714	10	0.714	\$300.00
Jones, Robert	18	3	0.167	3	0.167	\$160.00
TOTALS:	153	68	0.593	56	0.698	\$3,070.00

Y-T-D Total Collected: \$13,985.00

ATTACHMENT E

Monthly Parolee Activity Report

Total Of All Activity For The Month Of January 2007

Report Date: 02/03/07

Total # \$30 Payments	=	2,632		
Total # \$15 Payments	=	2,350	Total Payments	=
Total # \$5 Payments	=	3,561		150,568.31
Total # Other Payments	=	665		
Total # Waivers	=	14,643		
Total # Return Items	=	0	Total Return Items	=
				0.00
Total # Credit Adjustments	=	0	Total Credit Adjustments	=
Total # Replacement Books	=	0		0.00
Total # Unprocessable	=	0		
Total # Master Records IN	=	32,487		
Total # Master Records Deleted	=	2,603		
Total # Master Records OUT	=	29,884		
Total # Parolees Added THIS Month	=	2,330		
Total # Parolees Added LAST Month (Active)	=	2,748		
Total # Coupons Payable This Month	=	27,554		
Total # Records Non-Compliant	=	22,158		
Total # Parolees Deleted That Were Noncompliant	=	2,550		
Total DOLLARS Applied To This Month	=	87,408		
Total DOLLARS Applied To Previous Months	=	58,270		
Total DOLLARS Applied To Future Months	=	4,890		

APPLICATION COVER SHEET

**NYS DIVISION OF PAROLE
RFP 2007-02
FEE FOR SUPERVISION PROGRAM**

APPLICATION COVER SHEET

Applicant Legal Name: _____

Contact Person: _____

Business Address: _____

Phone: _____

Website Address: _____ **E-Mail Address:** _____

Charity Registration #: _____ **Federal Id #:** _____

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.

Pass/Fail Checklist

- Original signed proposal plus ten (10) copies
- Noted compliance with Attachment F _____ (initial)
- Compliance with MacBride Fair Employment Principles _____ (initial)
- Application Cover Sheet
- Ten (10) page Proposal Response Narrative
- Certificate of Incorporation
- State Finance Law §139j and §139k (*Attachment G*)
- Vendor Responsibility Questionnaire (*Attachment H*)
- ST-220 Tax Certification (*Attachment I*)

ATTACHMENT F

STANDARD CLAUSES FOR NEW YORK STATE 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
5. Non-Discrimination Requirements
6. Wage and Hours Provisions
7. Non-Collusive Bidding Certification
8. International Boycott Prohibition
9. Set-Off Rights
10. Records
11. Identifying Information and Privacy Notification
12. Equal Employment Opportunities For Minorities and Women
13. Conflicting Terms
14. Governing Law
15. Late Payment
16. No Arbitration
17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
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, licensor, 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 G

COMPLIANCE WITH STATE FINANCE LAW

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: _____

Attachment 2

**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

VENDOR RESPONSIBILITY QUESTIONNAIRE

STATE OF NEW YORK VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
<small>* If not incorporated in New York State, please provide a copy of authorization to do business in New York.</small>			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

<p>18. Is the vendor certified in New York State as a (check please):</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE)</p> <p><input type="checkbox"/> Women's Business Enterprise (WBE)</p> <p><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)?</p> <p><i>Please provide a copy of any of the above certifications that apply.</i></p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above?</p> <p><i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i></p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:</p> <p>a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i></p> <p>b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i></p> <p>c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i></p> <p>d) An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.</i></p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<p>21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (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 or contracting process:</p>	
<p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p>	
<p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p>	
<p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p>	
<p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p>	
<p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p>	
<p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p>	
<p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p>	
<p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	
<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;</p>	
<p>2. state or federal environmental laws;</p>	
<p>3. unemployment insurance or workers' compensation coverage or claim requirements;</p>	
<p>4. Employee Retirement Income Security Act (ERISA);</p>	
<p>5. federal, state or local human rights laws;</p>	
<p>6. civil rights laws;</p>	
<p>7. federal or state security laws;</p>	

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? <i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>									
<p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	<table style="border: none;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>				
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<table style="border: none;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>				
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code? <i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<table style="border: none;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>				
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
<p>25. During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	<table style="border: none;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) 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? <i>Indicate if this is applicable to the submitting vendor or affiliate. 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.</i></p>	<table style="border: none;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>				
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i></p>	Yes	No	
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i></p>	Yes	No	
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>29. In the past five (5) years, has the vendor or any affiliates¹:</p> <p>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</p> <p>b) received an overall unsatisfactory performance assessment from any government agency on any contract; or</p> <p>c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i></p>	Yes	No	
	<input type="checkbox"/>	<input type="checkbox"/>	

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.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business _____ Signature of Owner/Officer _____

Address _____ Printed Name of Signatory _____

City, State, Zip _____ Title _____

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date

ATTACHMENT I

ST – 220 CONTRACTOR CERTIFICATION



Contractor Certification

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

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

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Mailing address (if different than above)			
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number ()	Covered agency		Estimated contract value over the full term of contract (but not including renewals) \$

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 to the best of my knowledge:

Part I. Contract not covered by section 5-a of the Tax Law

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

The requirements of section 5-a of the Tax Law do not apply to this contract (provide a separate explanation and attach to this form).

(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 IV and, if applicable, Part 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 for which information is available, 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. The contractor is listed on Schedule A of this certification.

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 and for which information is available.

Part III. Affiliate registration status

As of the date of this certification, the contractor does not have any affiliates.

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 for which information is available, and each affiliate exceeding the \$300,000 cumulative 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 each affiliate exceeding the \$300,000 cumulative sales threshold during such periods on Schedule A of this certification.

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 and for which information is available.

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 and for which information is available. Each subcontractor informing the contractor that it has made sales in excess of the \$300,000 cumulative sales 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 each subcontractor exceeding the \$300,000 cumulative sales threshold during such periods on Schedule A of this certification.
- 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 and for which information is available.

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 and for which information is available. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 cumulative sales 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 each subcontractor affiliate exceeding the \$300,000 cumulative sales threshold during such periods on Schedule A of this certification.
- 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 and for which information is available.

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

Section 5-a of the Tax Law requires contractors awarded contracts valued at more than \$15,000 by state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors are registered to collect New York State and local sales and compensating use taxes. Contractors, affiliates, subcontractors and subcontractor affiliates must be registered if they 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 certification of registration is made and for which information is available. Certification of registration must be made before the contract can be approved by the Office of the State Comptroller, or other responsible party if OSC is not required to approve the contract. In addition, certification of registration must be made at specified intervals during the contract term.

For more detailed information regarding section 5-a of the Tax Law, see Publication 222, *Questions and Answers Concerning Tax Law Section 5-a*.

Meaning of terms used in section 5-a of the Tax Law

Contractor means a person awarded a contract.

Person includes an individual, partnership, limited liability company, society, association, joint-stock company, corporation, estate, receiver, trustee, assignee, referee and any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of the foregoing.

Contract means an agreement between a contractor and a covered agency for the sale of commodities or services having a value in excess of \$15,000.

Covered agency means New York State, any department, board, bureau, commission, division, office, council or agency of New York State, and a public authority or public benefit corporation.

Sale means any transfer of title or possession or both, exchange or barter, rental, lease or license to use or consume. For computer software, the term *sale* also includes the right to reproduce the software.

Commodities include **either** commodities as defined for New York procurement law purposes, or tangible personal property as defined for New York State and local sales and compensating use tax law purposes. For procurement law purposes, the term *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. For New York State and local sales and compensating use tax law purposes, the term *tangible personal property* means corporeal personal property of any nature having a material existence and 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, 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. Tangible personal property does **not** include real property or intangible personal property.

Services include **either** services as defined for New York procurement law purposes, or taxable services as defined for New York State and local sales and compensating use tax law purposes. For procurement law purposes, the term *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 a 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 11-B of the State Finance Law. For New York State and local sales and compensating use tax law purposes, the term *taxable services* includes: 1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed matter in any other manner, including the services of collecting, compiling, or analyzing information of any kind or nature and furnishing reports thereof to other persons; 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 tangible personal property, or maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service; 4) storing tangible personal property that is not being held for sale, and the rental of safe deposit boxes or similar space; 5) maintaining, servicing or repairing real property, whether inside or outside buildings; 6) providing parking, garaging or storing for motor vehicles; 7) interior decorating and designing services; 8) protective and detective services; and 9) furnishing entertainment or information services by means of telephony or telegraphy.

Affiliate means a person which, through stock ownership or any other means, directly, indirectly or constructively controls another person, is controlled by another person, or is, along with another person, under the control of a common parent.

Subcontractor means a person providing commodities or performing services for a contractor or another subcontractor in fulfillment of a contract

Emergency means an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

Completing Form ST-220

Identification information

Contractor name: Enter the exact legal name of the person who is contracting to provide commodities or services to a covered agency.

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

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

Covered agency: Enter the name of the covered agency awarding the contract.

Covered agency use only

Contract number or description: If the contract has been assigned a number by the covered agency, enter that number. If a number has not been assigned, provide a brief description of the nature of the contract.

Estimated contract value: Enter the estimated contract value for the full term of the contract, but excluding any renewal terms.

Certification statement

If the contractor is a corporation, the certification 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.

The person signing this certification must also complete the *Individual, Corporation, Partnership, or LLC Acknowledgement* (see page 3) and have it notarized.

Part I – Contract not covered by section 5-a of the Tax Law

If the contract is not covered by section 5-a of the Tax Law, mark an **X** in the box and attach a separate explanation as to why the contract is not covered. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

A contract would not be covered by section 5-a of the Tax Law if: 1) the covered agency began the procurement before January 1, 2005; 2) the procuring entity is not a *covered agency* within the meaning of section 5-a; 3) the contract does not have a value in excess of \$15,000; 4) the contract is not for commodities or services as such terms are defined for purposes of section 5-a; or 5) the contract is sole source, and is necessary to address an emergency, ensure the provision of essential services, or ensure the public health, safety and welfare.

Parts II through V

If the contract is covered under section 5-a of the Tax Law, you must mark an **X** in one box in Part II through Part IV and, if applicable, Part V. You must also sign and have the certification acknowledged, and complete Schedule A, if required.

For purposes of calculating if the contractor, contractor affiliate, subcontractor or subcontractor affiliate must be reported, the \$300,000 cumulative sales threshold includes all sales made by the entity to tax-exempt purchasers.

Schedule A

List the contractor, or an affiliate, subcontractor or subcontractor affiliate in Schedule A only if such person exceeded the more than \$300,000 cumulative sales threshold during the specified periods.

In addition, for each person listed in the Schedule A, proof of registration with the Tax Department for New York State and local sales and compensating use tax purposes is required. Proof of registration may be provided by furnishing a copy of the person's *Certificate of Authority* (a document issued by the Tax Department authorizing a person to collect and pay over New York State and local sales and compensating use taxes), or, if the *Certificate of Authority* is not available, registration may be verified by calling the Tax Department's Business Tax Information Center at 1 800 972-1233.

Column A – Relationship to the contractor

The contractor should enter a **C** in column A. It is not necessary for the contractor to complete columns B 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 employer identification number.

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 available and if the person is registered with the Department of Taxation and Finance and has verified this status with the DTF, enter **RC**.

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