

ATTACHMENT A

Standard Clauses for All NYS Contracts

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

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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**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____

Exhibit 1 Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor _____

Address _____
Street

_____ City, Town, etc.

Telephone _____ Title _____

If applicable, Responsible Corporate Officer

Name _____ Title _____

Signature _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____
Name

Name

Title

Title

Address _____
Street

Address _____
Street

City State

City State

Exhibit 2 Non Discrimination in Employment in Northern Ireland

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes ___ or No ___

if yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ or No ___

Signature

ATTACHMENT B

SCOPE OF SERVICES

**ATTACHMENT B
NYS DIVISION OF PAROLE**

**PRISONER RE-ENTRY INITIATIVE (PRI)
SCOPE OF SERVICES**

The goal of this program is to maximize community safety and offender integration by helping parolees returning to Erie County find work and access other critical services in their communities. The New York State Division of Parole (DOP) will award a contract to a Faith Based and/or Community-Based agency to provide pre-release assessments, programming, services, and transition planning in the Orleans and Albion Correctional Facilities, job placement, and coordination of post-release services.

It must be understood by all parties that participants will remain under the jurisdiction of DOP and DOP will retain all necessary responsibility and authority over the participants. DOP will provide for the monitoring of business management and administration of the program, monitoring of employment services provided to participants, and will periodically conduct on-site program reviews.

The Contractor must designate an administrative liaison for the program and fiscal management of the contract. The DOP will designate a contract manager on the local level who will coordinate DOP's involvement with the service provider.

The Contractor must provide the necessary facilities, services, and personnel to provide for pre-release assessment, programming, services and transition planning of inmates residing in Orleans and Albion Correctional Facilities as required by DOP.

The New York State PRI target population includes both male and female individuals age 18 and older convicted as an adult, imprisoned in a New York State prison returning to Erie County under parole supervision. Sex offenders as well as Juvenile offenders are not eligible for services.

Contractor will ensure that at least 200 offenders successfully complete pre-release programming within the two-year contract period, and participated in post-release services in cooperation with DOP.

A. Administration

1. The Contractor must have a written policy and procedure manual for staff providing program operation and control standards of conduct. In addition, the Contractor must develop and issue to each participant an information packet that includes general information about program operation and the participant's responsibilities in the program. Said materials must be in Spanish where applicable. All program rules and regulations must be subject to the approval of DOP and must clearly reflect and be consistent with DOP's policies regarding parole supervision.
2. The Contractor must attend and participate in meetings with DOP staff and other contractors for the purpose of training, technical overview of performance under this contract, problems encountered, and recommendations for program improvement.

3. Contractor agrees that coordination requires the following:
 - a. Participation in a multi-disciplinary advisory group;
 - b. Ensuring a seamless transition of services from pre-release to post-release, which may include pre-release contact by other community-based resources and/or services coordinating treatment and job training programs, sharing assessment of participants, and ensuring that employment-based soft skills training is provided in pre-release and post-release programs; and
 - c. Sharing of applicable data/information with DOP necessary to document and evaluate performance under offender re-entry initiatives.
4. The Contractor agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction or proselytization. If the Contractor refers participants to or provides a non-federally funded program or service that incorporates such religious activities, then:
 - a. Any such activity must be voluntary for program participants; and
 - b. Program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-federally funded program or service that incorporates inherently religious activities is deemed critical treatment or support service for program participants, the Contractor agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
5. The DOP Chairman or his designee must have immediate access to participants and all records pertaining to participants. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project. The Contractor agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs (OJP) and DOP. Non-compliance with this section could result in the immediate termination of the contract.
6. The Contractor must comply with financial and administrative requirements set forth in the current edition of the OJP Financial Guide and by the DOP, as required, on a quarterly basis.
7. The Contractor will be expected to develop a relationship with local employers for the purpose of promoting parolee employment through the use of the DOP wage subsidy and incentive plan. The Contractor must comply with a plan approved by DOP for disbursement and tracking of said funds.
8. The Contractor must not use funds obtained under this contract to provide substance abuse treatment services, mental health treatment services, or housing services, but such funds may be used to coordinate with other programs and entities to arrange for

such programs and entities to provide those services to eligible ex-offenders. Case management will be coordinated by the assigned Parole Officer.

9. Additionally, the Contractor must not use funds obtained under this contract for:
 - a. New construction;
 - b. Renovation or remodeling of a property either:
 - 1) Listed on or eligible for listing on the National Register of Historic Places; or
 - 2) Located within a 100-year flood plain.
 - c. A renovation which will change the basic prior use of a facility or significantly change its size;
 - d. Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
 - e. Implementation of a program involving the use of chemicals.

B. Personnel

1. The Contractor must employ staff that is adequate in number to effectively conduct its program. Required minimum staffing level includes: Four (4) Re-Entry Employment Coordinator(s) to conduct pre-release employability assessments, pre-release and post-release workshops, individual employment planning, job development activities, and have a full knowledge of the employer market, including tax credits and other training resources.
2. The Contractor must maintain written job descriptions and resumes which accurately describe current duties for all personnel performing services under this contract. The job description must be given to DOP and to each employee. Staffing should reflect the diversity of the client population.
3. Contractor's hiring of all program staff is subject to approval by DOP. No individual who has been convicted of any crime that would bring into question the competence or integrity of the individual to provide services must be employed in the PRI. No individual currently under DOP's jurisdiction can be employed in the PRI
4. Contractor's staff will be required to participate in the New York State Department of Correctional Services (DOCS) Volunteer Program and be subject to the requirements of such. All staff will be required to have an annual tuberculosis test.
5. Contract Standards of Employee Conduct must include, but are not limited to, the following:
 - a. No Contractor employee may fraternize with any participant, except in a relationship that will further the approved goals of the Contractor's program. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or nontangible) gift, favor or service, from a participant or from any participant's family or close associate no matter how trivial the gift or service may seem. All staff are required to report to the

DOP any violation or attempted violation of these restrictions. In addition, no staff must give any gifts, favors or services to participants, their families or close associates, or otherwise display preferential treatment. The Contractor will report any violation or attempted violation to the DOP.

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

C. Facility

1. The Contractor must have a safe and adequate community location to carry out its program. To ensure this, the program must be able to provide services to Erie County residents, and be geographically located in Erie County. All employment slots must be located in Erie County and be accessible by public transportation. The Contractor must provide minimum space requirements as listed below:
 - a. Assembly: 6 square feet per person;
 - b. Corridor widths: 3 feet minimum;
 - c. Minimum ceiling height in common areas: 7 feet 6 inches;
 - d. Minimum ceiling height in corridors: 7 feet;
 - e. Education rooms: 20 square feet per person, with a maximum of 40 persons in the room at one time;
 - f. Computer access; and
 - g. Individual meeting rooms.

2. The Contractor must have a current Certificate of Occupancy (COO). The facility must be clean, sanitary, safe and suitable for the comfort of the participants, and must have, as appropriate:
 - a. An interior fire alarm system with sound and light sufficient to alert all occupants. Such system must be maintained in operating condition;
 - b. Sufficient fire extinguishers of appropriate size and type with a tag showing the latest recharging date. Extinguishers must be conspicuously located where they will be readily accessible and immediately available in the event of fire;
 - c. Exit signs of legible letters not less than 6 inches high and 3/4 inch wide strokes, on contrasting backgrounds. Illuminated exit signs of same size letters are required in places of assembly and at exits;
 - d. Adequate lighting and ventilation;
 - e. All facilities must provide sufficient lavatory facilities to insure the privacy of male and female participants; and
 - f. Emergency lighting must have sufficient capability to provide for the safe evacuation of the building.

D. Programs

1. Requirements:
 - a. The Contractor will provide each program participant with work-readiness and soft skills training, job placement or referral for job placement, and post placement/retention support. In addition, other necessary supportive ancillary services will be addressed through referral and/or identification to the respective Parole Officer.
 - b. The Contractor will develop and deliver an array of employer incentives to enhance parolee employment. The Contractor will educate employers about financial incentives such as the Federal Bonding Program, Work Opportunity Tax Credit, and any other programs which make a person who was released from prison a more appealing prospective employee. The Contractor will determine which industries and employers are willing to hire these employees and encourage job development and placement in those sectors.
 - c. The Contractor must be familiar with the Human Service Delivery System in Erie County to advise parolees how to apply for personal documents needed for employment, such as birth certificates and social security cards, and to obtain necessary supportive service when needed.
 - d. The Contractor will use an employability assessment instrument approved by the DOP.

- e. Offender eligibility will be based on the results of an established risk and needs assessment tool administered by DOP. No sex offenders will be eligible for services.
 - f. The Contractor must identify and provide those participants who are in need (unemployed, no paycheck yet, etc.), with carfare, busfare or other transportation assistance for appointments for the purposes of job seeking, education and training.
 - g. The Contractor may make use of citizen volunteers in the program with prior DOP review and approval. Such volunteers must be screened as to their background and suitability for such work and must receive orientation, training and supervision from the Contractor. They must be subject to the same Standards of Employee Conduct as in Section B (5), above.
2. Planning:
- a. The Contractor must work with the DOP to establish a multidisciplinary advisory group. The Contractor should have the ability to include the input of the business community where appropriate.
 - b. The Contractor will develop a written program implementation plan for delivery of contract service requirements within sixty (60) days from the date of contract award.
3. Intake:
- a. The DOP will identify sufficient participant referrals according to program eligibility criteria to ensure the Contractor will be able to have at least 200 offenders successfully complete pre-release programming and participate in post-release services.
 - b. DOP will identify inmates at the Orleans and Albion Correctional Facilities to be supervised in Erie County, who are at least 18 years of age and convicted as an adult. Sex offenders, as well as youthful and juvenile offenders are excluded. The DOP will provide the Contractor with copies of non-confidential documents regarding the participants as needed with appropriate consents.
 - c. The Contractor must provide a pre-release intake assessment while the participant is still incarcerated and no later than seven (7) working days from referral. The pre-release intake assessment will include the use of an established employability assessment instrument. The assessment process should address each inmate's employability and job readiness. It is expected that the Contractor will conference the outcome with DOP and other partners of the intake assessment process. The plan will be shared with the Parole Officer of record and be part of the case record.

- d. Prior to release, every participant will participate in pre-release orientation and programming. The provider will run a total of four (4) day sessions (20 hours per session) at the Orleans and Albion Correctional Facilities for inmates in a group setting (subject to the prior approval of DOCS) . The Contractor will submit for approval a curriculum which should include a general overview of the project, a description of community resources in the Erie County area related to employment services, and a description of post-release services which promote job retention.
 - e. The Contractor will be required to develop expertise in the area of federal and state incentives designed to support the hiring of formerly incarcerated persons. The Contractor will develop an employee package and offer at least four (4) educational/training sessions for business owners and employers on such benefits as federal tax credit, financial incentives and resources such as a government assumption of employee health and other benefits. The Contractor will take into consideration any employment restrictions or concerns regarding employment placement. Information on participants provided to the Contractor by DOP must be placed in each participant's case record.
 - f. Each prospective participant must sign all necessary release of information forms. The Contractor must be furnished with and retain copies of same. Release of information forms will be utilized in order to implement the employment plan. Protection of confidentiality of case records is essential. Applicable Federal and State Laws and Regulations, including 42 CFR Part 2, and procedures and guidelines must be followed. No records concerning the participant may be disclosed to the public without prior approval of the DOP Chairman or his designee, nor can any records be re-disclosed without a fully extended consent form pursuant to 42 CFR 2.31.
4. Individual Program Planning and Progress:
- a. The Contractor's program staff must interview the Orleans and/or Albion Correctional Facilities inmate at least ninety (90) days prior to release. The results of this interview must be recorded in the inmates employment plan and must, at a minimum, include:
 - 1. A comprehensive employability assessment and plan; and
 - 2. Assignment of a Re-entry Employment Coordinator.
 - b. The Contractor must develop and make available for DOP's approval, a schedule of activities pre and post-release for each participant.
 - c. Within fourteen (14) days of the employability assessment, the Contractor will develop an employment plan for each participant. The plan must be prepared with the participation of the Parole Officer, appropriate facility staff, and the participant. The plan, at a minimum, will include:
 - 1. Immediate employment goals;

2. Assistance in application for entitlement programs and maintaining eligibility requirements;
 3. Identification and addressing barriers to entering the workforce, such as language dominance, transportation, child care, clinical history intellectual and/or mental health;
 4. Mandated Parole release conditions; and
 5. Identification of potential employers and a brief description of their businesses.
- d. An employment plan may be amended at any time, but any such amendment and the reason for it must be discussed with, as well as approved by the Parole Officer, and be recorded in the participants case plan. Plans will be reviewed by a DOP representative to ensure progress and adherence to the overall program goals.
 - e. Federal standards require the enrollment to release from incarceration period not to exceed six (6) months, and pre-release programming not exceed six (6) months.
 - f. Thirty (30) days prior to release, the Parole Officer of record will review each case to consider DOP's conditions of supervision, supervision requirements, and public safety concerns. After the parolee has been released, the Contractor will provide the Parole Officer of record with monthly updates. Non-compliant behavior must be referred to the Parole Officer within 24 hours of such behavior for a determination of appropriate action.
 - g. The Contractor will be responsible for identifying and developing job placements for employable parolees, education and training programs where appropriate, and the utilization of Vocational & Educational Services for Individuals with Disabilities (VESID), or other supportive rehabilitative services. The Contractor will be expected to establish relationships with intermediary employment and training agencies, coordinating social services for the purpose of securing supportive services.
5. Parole Supervision:
- a. Each participant is, as required by State law, under the supervision of a Parole Officer at all times. Parole Officers will provide supervision as required by DOP.
 - b. The Parole Officer has the right to visit the programming sites to interview participants at any reasonable time and at other times when necessary. Additionally, they must have immediate access to all records pertaining to each participant's participation in the program.
 - c. The Parole Officer and the Contractor must work together to provide coordinated service and supervision of participants, and will conference on a

monthly basis to conduct case reviews. Progress notes on these sessions must be recorded in the case record by the Contractor.

6. Employment:

- a. The Contractor must develop meaningful employment opportunities for participants through contacts and linkages with prospective employers. In addition, the Contractor must liaison with community placement services and develop related supportive resources. Meaningful employment means the matching of jobs to participant needs, aptitudes, desires and capabilities.

The Contractor will develop a four (4) to six (6) week retention support program based on the individual needs of the participant. Retention support will include post-employment skills, such as communication skills, conflict resolution, and basic computer skills specially designed to enhance retention.

- b. The Contractor must prepare participants for job seeking. This must include job-readiness training, career exploration and planning, job finding strategies, interview techniques, resume writing, resume development, email and internet job hunting, introduction to computers and keyboarding, and the use of word processing.
- c. The Contractor must assist participants to obtain the clothing, tools, and/or equipment needed for employment (for example, the provision of bus passes, interview attire and grooming aides as well as other support).
- d. The Parole Officer must approve each participant's employment as authentic and will review the necessity to inform the employer of the participant's legal status, in conformance with the rules and regulations of the DOP.
- e. If agreed upon between the Parole Officer and the Contractor, with approval of the Senior Parole Officer, the Contractor may verify employment of the participant and maintain contacts with employers; the Contractor must maintain a record of all such contacts in the participant's case record and must advise the Parole Officer of all such contacts.
- f. The Contractor will administer a wage subsidy plan to serve as an incentive for employers to hire parolees. Each participant's hourly wage will be subsidized by \$2.00 of grant funds for eight (8) weeks or 320 hours whichever occurs first, a total maximum subsidy of \$640.00 per participant.

The Contractor is required to locate employment for parolee participants at a minimum of thirty (30) hours per week. The employers would pay the parolee directly and then bill the Contractor for the \$2.00 hourly subsidy.

On a monthly basis, the Contractor will voucher DOP for reimbursement of all actual and necessary expenses, including subsidies paid to employees. A detailed listing of every parolee participant, his/her employer, total hours paid,

and the associated subsidy will have to be provided every month as part of the voucher process.

In addition, a bonus of \$200.00 per parolee will be paid to each employer by the Contractor who retains a parolee in employment for the eight (8) week subsidized component and for four (4) additional weeks (12 week total). This will motivate employers to retain parolees and facilitate long-term employment prospects.

The Contractor will have to provide a detailed list attached to its monthly voucher that verifies that a parolee has been employed for twelve (12) consecutive weeks, lists the parolee's name, employer, and associated dates. DOP will then reimburse the Contractor accordingly.

- g. The Contractor will be expected to have linkages with the local Workforce Investment Board, local business and private sector partnerships, and the Department of Labor One Stop System, as well as Social Services to identify paid and unpaid work experiences.

7. Participant Case Records:

- a. The Contractor must maintain individual records for all participants in the program. Each record must include:
 - 1. Participant NYSID, name, DOB, age, sex, race, marital status;
 - 2. Results of the admission interview, including copies of the employability assessments;
 - 3. Identifying information which may create limitations to employment, if any;
 - 4. An individualized employability plan, including modifications as required, signed by the participant, program staff and DOP;
 - 5. Documentation of employment counseling and support services provided, including a record of case conferences;
 - 6. Activity information completed by participant, as required;
 - 7. Evidence of program plan review as required;
 - 8. A record of disbursements to the participant for carfare, busfare, other transportation, and funds for other authorized expenses;
 - 9. Copies of any consent to release information forms executed by the participant;

10. Copies of all correspondence to and from DOP, and documentation of all telephone contacts with DOP staff; and
 11. A post release employment plan should, at a minimum, include the following information:
 - a. Date entering the program;
 - b. Narrative describing presenting problem upon entry, program plan goals and success in implementing these;
 - c. Entry into employment;
 - d. Retention in employment;
 - e. Average earning;
 - f. Job placements;
 - g. Job interviews;
 - h. Records of classes, workshops and training programs;
 - i. Employment incentives offered;
 - j. Program staff signature; and
 - k. Date report prepared.
 12. The Contractor must maintain a sign-in log which participants will be required to use. The logs must record the participant's attendance in services and workshops. The Parole Officer must have immediate access to the log upon request.
8. Reporting of Incidents:
- a. The Contractor must comply with all appropriate reporting requirements established by DOP.
 - b. The Contractor must report any unusual incidents involving a participant to the Parole Officer and provide with any information requested regarding the unusual incident. DOP will provide the Contractor with phone and fax numbers for reporting unusual incidents including weekends and holidays.
 1. Serious unusual incidents as listed below must initially be reported within fifteen minutes of the discovery of their occurrence. Appropriate details must be reported as soon as possible, preferably within thirty minutes after the discovery of their occurrence.
 - a. Death, serious injury or attempted suicide of a participant;
 - b. Death or serious injury to an employee;
 - c. Death or injury to a visitor which occurs on program property;
 - d. Any incident that seriously effects the normal operation of a program, has a significant impact on the image of the program, or

where a law enforcement agency is summoned to the program or has been on-site;

- e. Arrest of a participant or any indication that any law enforcement agency has an interest in or is seeking a participant as a witness or suspect;
 - f. Participant assault on employee, volunteer, other participant, or visitor;
 - g. Any criminal act committed or alleged to have been committed by a participant or employee or any other person while on program property; or
 - h. Any assault or attempted assault involving the use of a weapon.
- c. The Contractor must supply the Parole Officer with any and all information and reports as requested and as required for DOP records.
 - d. DOP must have the right to remove from the program any releasee it deems unqualified for continued program involvement upon notice by the Parole Officer, either in writing or orally, to the Contractor.
9. Program Reporting:
- a. Contractor shall submit monthly reports concerning program operations and individual cases to DOP. Reports will be submitted in a format as prescribed by DOP and shall be fully completed, pursuant to the directions provided. The reports shall be submitted in such format as may be requested or provided by DOP and will be signed by the program coordinator or his/her designee. All monthly reports shall be submitted as directed by the tenth (10th) date of the following month.
 - b. Contractor shall, within ten (10) working days of discharge of the releasee from the program, forward to the Parole Officer a discharge report with copies as directed. Said reports will be fully completed, pursuant to directions provided. Reports will be submitted in such format as may be requested or provided by DOP, and will be signed by the assigned program counselor.
 - c. The Contractor must provide monthly rosters containing the following data on program participants:
 - 1. Offenders referred and the dates and location of referral;
 - 2. Employability assessments completed and the dates and location of completion;
 - 3. Referrals completing pre-release instruction and the dates and location of completion;
 - 4. Referrals refusing services and the dates and location of refusal;

5. Offenders receiving pre-release services and the dates, location and nature of services received, including but not limited to:
 - a. Life skills;
 - b. Employment; and
 - c. Education.
 6. Pre-release referrals participating in post-release services:
 - a. Date of initial appearance;
 - b. Data and nature of pre- and post-placement services provided;
 - c. Date and nature of initial job placement;
 - d. Hourly wages;
 - e. Date of termination of initial placement (with indication of those retained 30, 60, 90 and 180 days);
 - f. Indication of whether placement was subsidized or unsubsidized; and
 - g. Identical information on subsequent placements.
- d. The Contractor must provide summary information on Contractor activities such as employer contacts, job development or other community outreach to advance program success.

ATTACHMENT C

PROPOSAL RESPONSE QUESTIONS

ATTACHMENT C

NYS DIVISION OF PAROLE

PROPOSAL RESPONSE QUESTIONS

Prisoner Reentry Initiative (PRI)

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

Instructions: Provide succinct responses, double-spaced in no more than 10 (ten) pages total, to the following questions. Do not attach any documents or attachments not requested by the RFP. Simply answer the questions in the clearest, most direct manner possible. Please note that the RFP reviewers will not read or evaluate any information contained in those pages that exceed the 10-page limit.

A. AGENCY SUMMARY

(10 POINTS)

1. Describe your agency's mission, organizational structure, and significant experience as a service organization focusing on the provision of employment services. If applicable, attach a copy of your organization's Certificate of Incorporation.
2. Indicate the location and ownership of the site(s) where services are to be provided, including a description of the neighborhood, public transportation available, and physical description of proposed program site. Attach a copy of any licenses and Certificate of Occupancy (COO) or equivalent, if required, to provide service at this location.
3. State who will be responsible to manage the proposed program. Briefly describe required qualifications and provide job descriptions for staff that will be assigned to the program. Attach resumes and position titles of any existing staff that will be assigned to provide services.
4. Delineate the outstanding features and accomplishments of the employment services offered by your program that distinguish your agency from other comparable programs.

B. SCOPE OF SERVICES

(30 POINTS)

1. Describe your ability to provide job readiness, placement and retention services to parolees in Erie County. What programmatic features and services would you provide to achieve the goals of the Division's program?
2. Describe your experience with providing services to the criminal justice population in a correctional and community setting.
3. Describe your proposed plan to implement the critical elements of the strategy including implementation, pre-release program planning, and individual assessment for employability, pre-release services including a detailed curriculum, employer outreach, and retention services. How will you develop formal linkages with community

employment providers, and how do you propose to coordinate with these providers to ensure participation in services and accomplishment of program goals. If you have linkages in place, specify with whom and if not, with whom do you propose to establish linkages? Attach a copy of your proposed assessment tool and case record example.

4. Indicate what steps your agency will take to implement this program, prepare for case referral/placement and coordination with the Division of Parole. Please provide a detailed timeline of these actions. Will the program be ready to accept clients on the first day of the contract?
5. Programs typically are required to serve clients with varying degrees of special needs. Describe your plan to serve persons presenting English language barriers and your ability to accommodate for individuals with disabilities.
6. Describe your proposed strategic marketing plan to attract employers to the population and program.

C. EXPERIENCE/REFERENCES

(30 POINTS)

1. Describe your agency's employment placement experiences and any current services of a similar nature being provided to other criminal justice agencies.
2. Demonstrate your experience working with a multi-disciplinary group in the area of employment services for a criminal justice population.
3. Describe any specific programs or services your agency has provided to the NYS DOP. Provide information on the accomplishments and performance of these programs and the total number of year's experience.
4. Attach three (3) professional letters of recommendation. If not indicated on the letterhead, please provide contact information for the author(s) of the letter(s). Letters may not be from NYS Division of Parole employees.

D. PROGRAM PERFORMANCE

(30 POINTS)

1. Provide the following information concerning the operation of your program. For ongoing programs; specify the timeframe on which the data is based and whether criminal justice clients are being served.
 - a. Average retention rate for initial job placements;
 - b. Enrollment rate for referrals to the program;
 - c. Average length of time to initial job placement;

- d. Average wage at initial placement;
 - e. Typical occupations of initial placements;
 - f. Overall program completion rate for program enrollees; and
 - g. Placement rate for program completions in job placements, education program, or vocational/skills training program.
2. Describe how your organization will periodically assess program performance and how such assessments will be used to improve services and coordination with DOP.
 3. Describe the methods you will employ to maximize participation, match participants with appropriate employment opportunities, and foster successful completion by clients enrolled in the program.
 4. Describe your agency's ability to provide both comprehensive program reports and individual progress reports electronically. For example, indicate hardware and software you currently utilize. Include samples of reports that you typically generate and data collection forms that you utilize.

ATTACHMENT D

APPLICATION COVER SHEET

ATTACHMENT D
NYS DIVISION OF PAROLE
RFP 2009-06
Prisoner Reentry Initiative (PRI)
APPLICATION COVER SHEET

Applicant Legal Name: _____

Business Address: _____

Contact Person: _____

Title: _____

Phone: _____

Proposed Site Address: _____
(if different from above) _____

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 180-day period from the date of the submission. Signature also represents acknowledgement and compliance with Attachment A (Standard Clauses), and MacBride Fair Employment Principles.

ATTACHMENT E

BUDGET

**ATTACHMENT E
PRISONER RE-ENTRY INITIATIVE (PRI)
BUDGET
10/1/09 - 9/30/11**

Contractor Name: _____

Faith or Community - Based Organization (FBCO) Budget	#	Percent	Annual Salary	Annual Total	24-Month Total
1. The Division of Parole expects to support a total of four positions: Pre-release: Two Employment Specialists to provide employment counseling, soft skills, and career preparation to program participants. Post-release: Two Employment Specialists to place participants in gainful employment opportunities. Fringe Benefits (Calculate at acceptable Federal Reimbursement rate)	2	100.00%	\$ -	\$ -	\$ -
Personnel Services Subtotal				\$ -	\$ -
2. Non-Personal Service					
Supplies and Materials					
Staff Travel			\$ -	\$ -	\$ -
Participant Travel			\$ -	\$ -	\$ -
Consultant Services			\$ -	\$ -	\$ -
Utilities			\$ -	\$ -	\$ -
Space Expenses			\$ -	\$ -	\$ -
Equipment			\$ -	\$ -	\$ -
Other (describe)			\$ -	\$ -	\$ -
Other Than Personnel Services Subtotal				\$ -	\$ -
3. Administrative Overhead (_____ %)				\$ -	\$ -
Includes funding for support staff, contract management, accountants, and other ancillary program expenses. (Provide calculation details)					
Subtotal FBCO Expenses				\$ -	\$ -
Employer Incentive and Performance-Based Budget					
1. Of the 200 participants who receive pre-release services, 90% (180) are assumed to be placed with local employers. The employers will be granted \$2.00/hour to subsidized each participant's wages for up to 8 weeks.	#	Days of Employment	Hours per day	*\$2.00	24 month Total
Assume that 50% of the 180 will complete the 8 weeks of gainful employment and 50% will complete an average of 4 weeks employment.	90	40	8	\$ 2.00	\$ 57,600
2. After 8 weeks of participant's employment, the employer will receive a \$200 performance-based payment. (Assume 90 complete (50%)).	90	20	8	\$ 2.00	\$ 28,800
	90			\$ 200	\$ 18,000
Subtotal Employer Expenses					\$ 104,400
Total Program Expenses					\$ 532,920

PLEASE NOTE: A NARRATIVE JUSTIFICATION MUST BE INCLUDED

ATTACHMENT E
PRISONER RE-ENTRY INITIATIVE (PRI)
NARRATIVE JUSTIFICATION
10/1/09 - 9/30/11

Contractor Name: _____

1. Personal Services

Please explain all items and categories.

2. Non-Personal Services

Please explain all items and categories.

3. Administrative Overhead

Please provide an explanation of rate.

ATTACHMENT F

MWBE FORMS

CONTRACTOR'S EEO POLICY STATEMENT

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

- a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contract.
- b) The contractor shall state in all solicitations or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

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.

CONTRACTOR'S LIST OF SUBCONTRACTORS & SUPPLIERS

1. Name & Address		2. Check Appropriate Box ¹		3. Certified: [*]		4. Contract Goals: [*]		5. Date Submitted		Addendum No.	
Federal ID/Social Security No.:		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Joint Venture		MBE:	%	MBE:	%	7. Contract Description*			
				WBE:	%	WBE:	%				
8. Subcontractors/Suppliers Name & Address/Telephone #		9. Classification Subcontractor		10. Federal ID#		11. Description Subcontracts/Supplies		12. \$ Value of Subcontracts/Supplies		13. Date to be Awarded	
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**CONTRACT COMPLIANCE
UTILIZATION PROGRAM
CONTRACTOR'S LIST OF SUBCONTRACTORS & SUPPLIERS**

Instructions:

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

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

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

-Enter "1" for first submittal number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACT COMPLIANCE
UTILIZATION PROGRAM
CONTRACTOR'S LIST OF SUBCONTRACTORS & SUPPLIERS**

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

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

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

-Enter "1" for first submittal number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STAFFING PLAN

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

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

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

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

Company Official's Name _____ Title _____
 Company Official's Signature _____ Date _____
 Telephone Number () _____

**CONTRACTORS STAFFING PLAN
INSTRUCTIONS FOR COMPLETION**

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

GENERAL INFORMATION:

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

TOTAL ANTICIPATED WORK FORCE:

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

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

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

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

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

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

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

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

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

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

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

Contractor/Firm Name _____ Address _____ City _____ State _____ Zip _____
 Check if NOT-FOR-PROFIT

Type of Report: Contract Specific Work Force Total Work Force

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

Contract Start Date: _____ Percent of Job Completed: _____

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

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

Telephone Number (_____) _____
 EEO 2 (7/04)

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

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

GENERAL INFORMATION:

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

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

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

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

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

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

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

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

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

**WORK FORCE UTILIZATION REPORT
COMMODITIES FIRMS**

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

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

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

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

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

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

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

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

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

GENERAL INFORMATION:

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

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

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

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

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

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

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

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

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

ATTACHMENT G

COMPLIANCE WITH
STATE FINANCE LAW §139-J AND §139-K

VENDOR RESPONSIBILITY QUESTIONNAIRE

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 Mr. Steven Philbrick, Associate Counsel. 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 four 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: _____

VendRep System Checklist - Steps to Start & Effectively Use the VendRep System

Use this checklist to ensure that you complete all required steps to enroll a Business Entity with the Office of the State Comptroller (OSC) Online Services AND complete and certify a vendor responsibility questionnaire. It is suggested that you print this checklist. For detailed instructions, view the online training modules at http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining.

Description	Complete
<p>Step 1. Enroll in the OSC Online Services</p> <p>Go to https://portal.osc.state.ny.us/wps/portal and click "Enroll Now." To enroll in OSC Online Services you will need:</p> <ul style="list-style-type: none"> • Business Entity Legal Business Name, address, and telephone number • Taxpayer ID Number 	<input type="checkbox"/>
<p>Step 2. Submit Business Account Authorization Form</p> <p>The <u>Business Account Authorization Form</u> must be COMPLETED, NOTARIZED and SUBMITTED to OSC by fax, e-mail, or mail. If you do not print or save the form during enrollment, the form can be found at: http://www.osc.state.ny.us/portal/forms/aaform.pdf</p>	<input type="checkbox"/>
<div style="display: flex; justify-content: space-between; align-items: center;">  <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Within a reasonably brief period after OSC's receipt of the Business Account Authorization Form, you will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. The following steps CAN NOT be completed until the emails are received.</p> </div>  </div>	
<p>Step 3. Create User Password</p> <p>Follow the instructions and link provided in the email to create a password.</p>	<input type="checkbox"/>
<p>Step 4. Create Additional Users and Assign VendRep Roles</p> <p>To complete and certify a Vendor Responsibility Questionnaire, your users, collectively, must have the Administrator, Contributor, and Certifier role assigned. At your discretion, you may determine to assign these roles to one user or different users.</p> <p style="text-align: center;">How do I add users and roles? Access the link below for more information: http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining</p>	<input type="checkbox"/>
<p>Step 5. Log into the VendRep System and complete Basic Vendor Data</p> <p>https://portal.osc.state.ny.us/wps/portal</p> <p>Note: The user completing Basic Vendor Data must have the "Administrator" role. This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete.</p>	<input type="checkbox"/>
<p>Step 6. Complete a Vendor Responsibility Questionnaire</p> <p>Note: The user completing the Vendor Responsibility Questionnaire must have a "Contributor" role.</p> <p>All questions in the questionnaire must be responded to. The questionnaire can be accessed from the Summary or Home page.</p>	<input type="checkbox"/>
<p>Step 7. Certify a Vendor Responsibility Questionnaire</p> <p>Note: The user certifying a Vendor Responsibility Questionnaire must have a "Certifier" role. All sections of the Vendor Responsibility Questionnaire must have a status of "complete" before the questionnaire can be certified. To certify the Questionnaire a user clicks the "Certify" button at the bottom of the Overview page.</p> <p><i>Only upon certification of the Questionnaire, will state contracting entities be able to view a business entity's information.</i></p>	<input type="checkbox"/>

If there are any questions, contact the OSC Help Desk at 518-408-4672, 866-370-4672 or helpdesk@osc.state.ny.us.