ATTACHMENT D

APPLICATION COVER SHEET

ATTACHMENT D
NYS DIVISION OF PAROLE
RFP 2010-06
RESIDENTIAL STABILIZATION PROGRAMS

APPLICATION COVER SHEET

Applicant Legal Name: _____

Contact Person: _____

Business Address: _____

_____

Phone: _____

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

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

Catchment Area/County Proposed: _____

Total Number of Beds Proposed: _____

Proposed Program Site Address: _____

_____

Phone: _____

Amount Requested for Program: Year 1: _____

Start-Up Costs (if applicable): _____

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.

ATTACHMENT D
RFP 2010-06
RESIDENTIAL STABILIZATION PROGRAMS

PROPOSAL CHECKLIST:
Completed and submitted the following:

- ☐ *Original proposal plus eight (8) copies
- ☐ *Signed Application Cover Sheet *(Attachment D)*
- ☐ *Budget Form(s) and Narrative Justification(s) *(Attachment E)*
  - ☐ *Program Annual Budget
  - ☐ *Narrative Justification for Program Annual Budget
  - ☐ *Program Non-Construction Start-Up Cost Budget; if applicable
  - ☐ *Narrative Justification for Start-Up Cost Budget; if applicable
- ☐ *Ten (10) page single-spaced Proposal Response Questions *(Attachment C)*
- ☐ *Current Certificate of Occupancy (COO) or equivalent
- ☐ Copy of any applicable licenses
- ☐ Copy of Certificate of Incorporation; if applicable
- ☐ Resumes of staff to provide services
- ☐ Three professional letters of reference
- ☐ Legal Forms *(Attachment G)*:
  - ☐ *State Finance Law §139j and §139k
    - ☐ *Attachment 1 - Contractor's Certification of Compliance
    - ☐ *Attachment 2 – Contractor's Affirmation of Understanding of and Agreement
    - ☐ *Attachment 3 – Contractor's Disclosure of Prior Non-Responsibility Determinations
    - ☐ *Attachment 4 – Contract Termination Provision
  - ☐ Vendor Responsibility Questionnaire - Check one of the following:
    - ☐ A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.
    - ☐ A Vendor Responsibility Questionnaire is attached to this bid/proposal.
  - ☐ Signed Non-Disclosure Agreement

Checklist complete - Vendor's Signature: _____

***Mandatory requirement for Pass/Fail Checklist**

ATTACHMENT E

BUDGET FORM
&
NARRATIVE JUSTIFICATION

ATTACHMENT E

NYS DIVISION OF PAROLE RFP 2010-06
RESIDENTIAL STABILIZATION PROGRAMS

PROGRAM ANNUAL BUDGET

Please utilize the following budget categories to provide information on the cost of your proposed program for the twelve-month period. Indicate on this sheet or attach a listing of positions to be funded, salary, full or part-time, seasonal, etc. Also include sub-object detail on all non-personal service totals and all third party revenue projections. You may use your own spreadsheet, but it must include all of the required information that is outlined below and required in *Attachment C.* **Narrative justification must be included and submitted as a separate word document.**

Please note: This Budget Template should only be used for your program's Annual Budget requirements. Please use the Start-up Budget templates to delineate the program's required Start-up costs.

PROGRAM NAME:
CATCHMENT AREA/COUNTY:

CATEGORY	ANNUAL BUDGET 2011-2012
TOTAL PROGRAM BUDGET	
PERSONNEL SERVICES ***(list positions and % time, if applicable)***	
Salaries	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Salaries	$ -
Fringe Benefits	
-	
-	
-	
-	
-	
-	
Sub-Total Fringe Benefits	$ -
TOTAL PERSONNEL SERVICES	$ -
Other Than Personnel Services	
Contract Services	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Contractual Services	$ -

PROGRAM NAME:
CATCHMENT AREA/COUNTY:

CATEGORY	ANNUAL BUDGET 2011-2012
Space Costs	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Space Costs	$ -
Supplies	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Supplies & Materials	$ -
Equipment Purchase	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Equipment Purchase	$ -
Equipment Rent/Lease	
-	
-	
-	

PROGRAM NAME:
CATCHMENT AREA/COUNTY:

CATEGORY	ANNUAL BUDGET 2011-2012
-	
-	
-	
Sub-Total Equipment Rent/Lease	$ -
Transportation	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Transportation	$ -
Utilities	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Utilities	$ -
Miscellaneous	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Miscellaneous	$ -
TOTAL OTHER THAN PERSONNEL SERVICES	$ -
TOTAL PROGRAM BUDGET	$ -
THIRD-PARTY REVENUES	
TOTAL THIRD PARTY REVENUE	$ -
TOTAL PAROLE CONTRACT AMOUNT	$ -

ATTACHMENT E

NYS DIVISION OF PAROLE RFP 2010-06
RESIDENTIAL STABILIZATION PROGRAMS

PROGRAM NON-CONSTRUCTION START-UP COST BUDGET

Please utilize the following budget categories to provide information on the Non-Construction Start-up costs of your proposed program. Include sub-object detail on all non-personnel service totals. You may use your own spreadsheet, but it must include all of the required information that is outlined below and required in *Attachment C*. **Narrative justification must be included and submitted as a separate word document.**

PROGRAM NAME:
CATCHMENT AREA/COUNTY:

CATEGORY	NON-CONSTRUCTION START-UP COSTS 2011-2012
TOTAL PROGRAM NON-CONSTRUCTION START-UP COSTS	
Contract Services	
-	
-	
Sub-Total Contractual Services	$ -
Space Costs	
-	
-	
Sub-Total Space Costs	$ -
Supplies	
-	
-	
Sub-Total Supplies & Materials	$ -
Equipment	
-	
-	
Sub-Total Equipment Purchase	$ -
Transportation	
-	
-	
Sub-Total Transportation	$ -
Utilities	
-	
-	
Sub-Total Utilities	$ -
Miscellaneous	
-	
-	
Sub-Total Miscellaneous	$ -
TOTAL PROGRAM NON-CONSTRUCTION START-UP COSTS	$ -

ATTACHMENT F

MWBE FORMS
(to be completed upon award notification)

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.

NEW YORK STATE
DIVISION OF PAROLE

CONTRACT COMPLIANCE
UTILIZATION PROGRAM

CONTRACTS $25,000+

CONTRACTOR'S LIST OF SUBCONTRACTORS & SUPPLIERS

1. Name & Address Federal ID/Social Security No.:	2. Check Appropriate Box* ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture	3. Certified:* MBE: WBE: 6. Contract No.: County: Region:	4. Contract Goals:* MBE: % WBE: %	5. Date Submitted	Addendum No. 7. Contract Description*

8. Subcontractors/Suppliers Name & Address/Telephone #	9. Classification Subcontractor	Supplier	10. Federal ID#	11. Description Subcontracts/Supplies	12. $ Value of Subcontracts/Supplies	13. Date to be Awarded
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				

	Number	Amount	% of Total
14. (a) Total contract bid amount:	0		100%
(b) Total subcontracts for construction and supplies assigned to MBE's:			%
(c) Total subcontracts for construction and supplies assigned to WBE's:			%
(d) Subcontracts for construction and supplies unassigned:			%

15. Waiver request submitted: Yes No

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

Prepared by: (Signature of Contractor)	Print name of contractor:	Telephone No.:	Date:

*Delete information if reported on previous submittal.

**This report is required pursuant to Executive Law. Failure to report will result in noncompliance.

15AS/MWBE1 (7/04)

FOR DOP USE ONLY	
Reviewed by:	Date:
MWBE Firms Certified:	
MWBE Firms Not Certified:	

NEW YORK STATE
DIVISION OF PAROLE

CONTINUATION SHEET
CONTRACT COMPLIANCE
UTILIZATION PROGRAM

CONTRACTS $25,000+

CONTRACTOR'S LIST OF SUBCONTRACTORS & SUPPLIERS

8. Subcontractors/Suppliers Name & Address/Telephone #	9. Classification Subcontractor	Supplier	10. Federal ID#	11. Description Subcontracts/Supplies	12. $ Value of Subcontracts/Supplies	13. Date to be Awarded
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				
	MBE	MBE				
	WBE	WBE				
	Other	Other				

NEW YORK STATE
DIVISION OF PAROLE

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

CONTRACTS 25,000+

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

-Information and dollar value of purchases form a single supplier/subcontractor should be shown and recorded on this form.
-An amended form must be resubmitted whenever substitute or MWBE subcontractor/supplier is proposed.
-Enter "1" for first submittal number.
-Number all resubmission consecutively and a 15A/MWBE 3 (Letter of Intent to Participate) should be attached for all additional firms submitted.

1. Name, Address & Federal I.D.:	Give full name of firm, home office address and Federal I.D. number.
2. Prime Contractor/Subcontractor:	Indicate if Prime, Subcontractor, or Joint Venture.
3. Certified:	Indicate if firm identified in #1 is a MBE or WBE.
4. Contract Goals:	Indicate MBE/WBE goals from contract.
5. Date Submitted:	Indicate month and year of submission. An addendum to this form must be submitted whenever a substitute or additional MWBE subcontractor/supplier is proposed. Enter (1) for the first addendum number. Number all addenda consecutively.
6. Contract No., County, & Region:	Indicate Contract Number, County, and Region.
7. Contract Description:	Examples: Paving, Excavation, Consultant, Janitorial, etc.
8. – 10.	Complete information as indicated in column header.
11. Description of Supplies /Subcontractors:	Examples: Paving, Maintenance, Landscaping, Pipe, Cement.
12. $ Value:	Amount of subcontracts/supplies.
13. Date to be Awarded:	Date subcontract to be awarded.
14. Contract Info:	(a) Dollar amount of contractor's contract (b) Number and dollar amount of MBE subcontracts (c) Number and dollar amount of WBE subcontracts (d) Number and dollar amount of subcontracts unassigned
15. Waiver Request:	Submitted Waiver Request. Indicate yes or no. Refer to form MWBE 7, Request for Waiver.

NEW YORK STATE
DIVISION OF PAROLE

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

CONTRACTS 25,000+

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

-Information and dollar value of purchases form a single supplier/subcontractor should be shown and recorded on this form.
-An amended form must be resubmitted whenever substitute or MWBE subcontractor/supplier is proposed.
-Enter "1" for first submittal number.
-Number all resubmission consecutively and a 15A/MWBE 3 (Letter of Intent to Participate) should be attached for all additional firms submitted.

1. Name, Address & Federal I.D.:	Give full name of firm, home office address and Federal I.D. number.
2. Prime Contractor/Subcontractor:	Indicate if Prime, Subcontractor, or Joint Venture.
3. Certified:	Indicate if firm identified in #1 is a MBE or WBE.
4. Contract Goals:	Indicate MBE/WBE goals from contract.
5. Date Submitted:	Indicate month and year of submission. An addendum to this form must be submitted whenever a substitute or additional MWBE subcontractor/supplier is proposed. Enter (1) for the first addendum number. Number all addenda consecutively.
6. Contract No., County, & Region:	Indicate Contract Number, County, and Region.
7. Contract Description:	Examples: Paving, Excavation, Consultant, Janitorial, etc.
8. – 10.	Complete information as indicated in column header.
11. Description of Supplies /Subcontractors:	Examples: Paving, Maintenance, Landscaping, Pipe, Cement.
12. $ Value:	Amount of subcontracts/supplies.
13. Date to be Awarded:	Date subcontract to be awarded.
14. Contract Info:	(a) Dollar amount of contractor's contract (b) Number and dollar amount of MBE subcontracts (c) Number and dollar amount of WBE subcontracts (d) Number and dollar amount of subcontracts unassigned
15. Waiver Request:	Submitted Waiver Request. Indicate yes or no. Refer to form MWBE 7, Request for Waiver.

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: ☐ Contruction Consultants ☐ Commodities ☐ Services/Consultants

Total Anticipated Work Force											Total Percent Minority Employees	Total Percent Female Employees
Federal Occupational Category	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 1 (7/04)

CONTRACTORS STAFFING PLAN
INSTRUCTIONS FOR COMPLETION

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

GENERAL INFORMATION:

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

TOTAL ANTICIPATED WORK FORCE:

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

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

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

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

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

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

WORK FORCE UTILIZATION REPORT
SERVICE and/or CONSULTANT FIRMS

Agency _____ /Code _____ Reporting Period _____

Check one: ☐ Quarterly Report ☐ Semi-Annual Report

Contractor/Firm Name _____ Address _____

City State Zip

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

Federal ID/Payee ID No.: _____

Check One: ☐ Prime Contractor ☐ Subcontractor

Contract Amount: $ _____

Contract No.: _____ Location of Work: _____

County Zip

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 County Zip

Contract Amount: $ _____ Product/Service Provided: _____

Contract Start Date: Percent of Job Completed:

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

Company Official's Name _____ Title _____

Company Official's Signature _____ Date _____

Telephone Number ( )

EEO 3 (7/04)

WORK FORCE EMPLOYMENT UTILIZATION REPORT
COMMODITIES FIRMS
INSTRUCTIONS FOR COMPLETION

PURPOSE: The Work Force Employment Utilization Report for Commodities Firms is prepared by all contractors, and subcontractors 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

NON-DISCLOSURE AGREEMENT

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)" or "Invitation for Bids (IFB)" 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 the RFP/IFB process you may only contact Jeffrey Nesich, Director of Administration, or Melissa Perrotty McLaughlin, Deputy Director of Administration. Indicate your concurrence with this requirement in Attachment 2. Please note that during the RFP/IFB process that the Division of Parole is required to determine the responsibility of "the proposed Contractor" pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period the Contractor is debarred from obtaining governmental Procurement Contracts.

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

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

The Division of Parole must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist *(Attachment 4)*. Accordingly, all potential Contractors submitting a proposal pursuant to the RFP/IFB must provide the four attached completed certification forms with their proposal.

Attachment 1

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: _____

_____

_____

Attachment 3

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: _____

ATTACHMENT 4

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
Step 1. Enroll in the OSC Online Services Go to https://portal.osc.state.ny.us/wps/portal and click "Enroll Now." To enroll in OSC Online Services you will need: • Business Entity Legal Business Name, address, and telephone number • Taxpayer ID Number	❑
Step 2. Submit Business Account Authorization Form The Business Account Authorization Form 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	❑
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.	
Step 3. Create User Password Follow the instructions and link provided in the email to create a password.	❑
Step 4. Create Additional Users and Assign VendRep Roles 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. 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	❑
Step 5. Log into the VendRep System and complete Basic Vendor Data https://portal.osc.state.ny.us/wps/portal **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.	❑
Step 6. Complete a Vendor Responsibility Questionnaire **Note:** The user completing the Vendor Responsibility Questionnaire must have a "Contributor" role. All questions in the questionnaire must be responded to. The questionnaire can be accessed from the Summary or Home page.	❑
Step 7. Certify a Vendor Responsibility Questionnaire **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. ***Only upon certification of the Questionnaire, will state contracting entities be able to view a business entity's information.***	❑

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

New York State
Division of Parole

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on the ___ day of _____, 20__by and between the New York State Division of Parole (hereinafter "NYSDOP"), located at 97 Central Avenue, Albany, New York 12206 and _____ (hereinafter "Recipient") located at _____.

The NYSDOP is a law enforcement agency that supervises parolees in New York State. NYSDOP possesses information relating to parolees that is confidential and is maintained for public safety and welfare.

NOW THEREFORE, in consideration for the mutual undertakings of the NYSDOP and the Recipient under this Agreement, the parties agree as follows:

1. Confidential Information
   The Recipient acknowledges that during the course of the engagement at NYSDOP, there may be confidential information disclosed to them including, but not limited to:
   Technical information: methods, processes, formulae, systems, techniques, computer programs, research projects, plans, drawings, blueprints, and design specifications
   Business information: vendor lists, customer lists, constituent lists, financial data, statistical data, strategic plans, parolee/inmate case files and the contents thereof, photographs, laboratory reports, charts, studies, NYSID/DIN Numbers, employee information/personnel files, information relating to any victim/family of a victim and/or correspondence, social security numbers, dates of birth, drug and alcohol tests and treatment information, health and/or mental health information, rap sheets, photos and fingerprint data, documents/data not produced by the Division of Parole, legal documents, correspondence, and litigation files, NYSDOP policies, procedures and manuals, equipment used by NYSDOP, or information regarding NYSDOP's business dealings and relations with other parties.

2. Confidentiality

No Use. Recipient agrees not to use the Confidential Information in any way, except for the purpose of the projects or assignments they are performing for NYSDOP.

No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by NYSDOP having a need of disclosure in connection with Recipient's authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written NYSDOP consent. In the circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with NYSDOP have been and will be instructed in the requirements of this agreement.

Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Such steps shall include keeping Confidential Information stored in a locked office/facility where only authorized personnel would have access.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation to respect such information where the information:
    a. was known to Recipient prior to receiving any of the Confidential Information from NYSDOP;
    b. has become publicly known through no wrongful act of Recipient;
    c. was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
    d. was independently developed by the Recipient without the use of the Confidential Information; or
    e. was ordered to be publicly released by the requirement of a government agency or judicial proceeding.

4. Maintenance, Return, and Destruction of the NYSDOP Confidential Material. Upon the NYSDOP's direction, Recipient will return any Confidential Information whether electronic, paper, or other media within 48 hours of agreement termination. Returned electronic information to Parole must be decrypted. Copies whether electronic, paper, or other media within 48 hours of agreement termination, will be destroyed by methodology chosen by NYSDOP.

5. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of NYSDOP, and that NYSDOP may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information. All products, whether physical or intellectual, produced in this relationship are NYSDOP property and the Recipient has no rights to claim, distribute, or market such product or related NYSDOP information without prior written consent from NYSDOP Management, except to the degree that a valid contract between Recipient and NYSDOP explicitly grants such rights. Recipient will comply with all NYSDOP security policies, procedures and standards and follow best industry accepted security practices.

6. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) NYSDOP, it successors, and assigns; and (b) Recipient, its successors and assigns.

8. Miscellaneous.

8.1. In the event that a portion of this Agreement is found to be unenforceable, the remainder of the Agreement shall stay in effect.

8.2. NYSDOP reserves the right to receive an injunction from a court if the Agreement is breached.

8.3. Confidential information must be encrypted in transit or at rest. *Encryption* methods must comply with state policy: **Cryptographic Controls Standard (P03-002, Part 11. Systems Development and Maintenance Policy) S10-006 - V1.0 - February 12, 2010** located at the following URL: http://www.cscic.state.ny.us/lib/policies/documents/Cyber-Security-Standard-S10-006-Cryptographic-Controls.pdf.

9. Penalty for non-compliance. Violation of this agreement could involve penalties, up to and including, relationship termination, and civil and criminal prosecution in accordance to all applicable laws.

RECIPIENT: (_____)

Name (please print) _____

Signature _____

Title _____

Date _____

NEW YORK STATE DIVISION OF PAROLE

Name (please print) _____

Signature _____

Title _____

Date _____

ATTACHMENT H

DRAFT CONTRACT

AGREEMENT

This AGREEMENT made this _____ day of _____, 2011, by and between the NEW YORK STATE EXECUTIVE DEPARTMENT – DIVISION OF PAROLE (hereinafter referred to as "PAROLE") having its principal office located at 97 Central Avenue, Albany, New York 12206 and _____ having its principal office located at _____ (hereinafter referred to as "CONTRACTOR") is for the development and operation of a short-term Residential Stabilization Program for certain parolees, conditional releasees and individuals released to a period of Post Release Supervision (all hereinafter referred to as "releasees") as provided for in Section 259(2) of the New York Executive Law, which grants the Chairwoman the authority to contract with private entities for the performance of such functions deemed necessary or desirable to promote the efficient operation of PAROLE, as well as the fulfillment of the all lawful responsibilities of PAROLE.

I. TERM

A. When signed by the parties and approved by all necessary government agencies, this Agreement shall be in effect for the period from March 1, 2011 through December 31, 2015, ("Term") unless terminated earlier pursuant to its terms.

II. AMENDMENTS

A. This Agreement may be amended only upon the mutual written agreement of the parties.

B. To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete Appendix X. Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller.

C. Funding for the entire period of this agreement shall not exceed the aggregate amount of _____ Dollars. Funding for each annual period shall be set forth in Appendix X and include an annual budget reflecting that

amount. DOP will notify CONTRACTOR in writing and CONTRACTOR will submit the required documents.

D. Any such amendment to or extension of this Agreement shall be subject to approval by the Office of the State Comptroller ("OSC") and where necessary as set forth in Section VI(A) below, shall contain a new budget.

III. TERMINATION

A. The DOP shall have the right to terminate this Agreement early for (i) unavailability of funds or (ii) cause provided that the DOP has given written notice to the CONTRACTOR no later than ninety (90) days or more prior to the date of termination.

B. DOP may terminate the Agreement immediately upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.

C. DOP may terminate this Agreement without cause by ninety (90) days prior written notice. In the event of such termination, the parties will adjust the accrued amount due and the CONTRACTOR will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

D. This Agreement may be terminated at any time upon mutual written consent of the DOP and the CONTRACTOR.

E. In the event of the termination of this Agreement by either party, DOP shall be liable for the services actually provided by CONTRACTOR up to and including the effective date of termination.

IV. REQUEST FOR PROPOSAL AND AWARD

A. PAROLE has determined that CONTRACTOR is the successful bidder and that CONTRACTOR is willing and able to provide the services required in connection with said bid for the areas identified by PAROLE as ***Catchment Area ___ (___ County, ___ Beds)***.

B. CONTRACTOR shall provide residential stabilization services to PAROLE in ***Catchment Area ___ (___ County, ___ beds)*** in accordance with PAROLE'S Request for Proposal for Residential Stabilization Program(s) 2010-04, a true copy of which is annexed hereto and made a part hereof as Appendix B; and (b) the proposal for said bid submitted by CONTRACTOR, a true copy of which is annexed hereto and made a part of as Appendix C.

V. SCOPE OF SERVICES

A. Pursuant to this Agreement, CONTRACTOR shall provide the services set forth herein and in Appendices B and C hereto. Appendix C contains a description of the services to be provided by CONTRACTOR, the schedule for the provision of services by CONTRACTOR shall be evaluated, and the compensation due CONTRACTOR for the provision of these services.

B. It is expressly understood and agreed by CONTRACTOR that any and all services specified in this Agreement shall be provided only at the direction of the DOP.

VI. COMPENSATION

A. The maximum compensation payable to CONTRACTOR for the services described in this Agreement for the aggregate terms of this Agreement shall not exceed _____ ($_____.00) Dollars. The compensation for the Term shall not exceed _____ ($_____.00) Dollars.

B. DOP agrees to pay CONTRACTOR, at the option of CONTRACTOR, a cash advance to facilitate the provision of residential stabilization services pursuant to this

AGREEMENT, said advance not to exceed _____. This cash advance is based upon the estimated costs that will be incurred by CONTRACTOR prior to receiving its first monthly reimbursement from DOP, and it shall be payable on the first day that services are provided by CONTRACTOR pursuant to this AGREEMENT. Any cash advance provided by DOP shall be repaid by CONTRACTOR at the completion of the contract or at any time in the event that this AGREEMENT is terminated prematurely. DOP may withhold any payment due and owing to CONTRACTOR for the purpose of recouping the amount of the cash advance. In the event this AGREEMENT is renewed for an additional term, the cash advance allowed for pursuant to this paragraph may be continued into the new contract period, in the sole discretion of DOP, upon written request by CONTRACTOR.

C. The budget for the Term of the Agreement is set forth in Appendix D to this Agreement, which is attached hereto and made a part of hereof.

D. Throughout the term of this Agreement, CONTRACTOR shall be reimbursed only for services actually performed in accordance with this Agreement and with Appendices B, C, and D. Except as otherwise provided in Paragraph D below, payments shall be made monthly and shall be processed upon submission by CONTRACTOR. Appropriate statements and vouchers, in a format approved by the DOP and OSC, are to be submitted on the 10th day of every month to the DOP address noted below and shall include the names and NYSID numbers of the releasees for whom residential stabilization services have been provided and the dates for the provision of services.

E. When submitting State vouchers for the payment of services provided by CONTRACTOR pursuant to this AGREEMENT, CONTRACTOR shall certify that such payment requests do not and will not duplicate reimbursement of costs that have or will be reimbursed by other sources. In the event that federal, private, or any other type of financial assistance which was not included in the calculation of CONTRACTOR'S budget for the services to be provided pursuant to this AGREEMENT become available to CONTRACTOR, such financial assistance shall result in an equal reduction of the

amount payable by PAROLE to CONTRACTOR. CONTRACTOR shall identify conspicuously the amount and source of any third party reimbursement or offsets on such vouchers.

F. No funds provided to CONTRACTOR by DOP pursuant to this Agreement may be used for any partisan political party or for any activities that may influence legislation or the election or defeat of any candidate for public office or for the advancement or defeat of any ideological, political or social issue.

G. The amounts reimbursed to CONTRACTOR by the DOP for services pursuant to this Agreement shall only be for services provided pursuant to this Agreement by CONTRACTOR. In the event of overpayment or payment for services rendered not pursuant to this Agreement, the funds actually provided by the DOP shall be returned to DOP by CONTRACTOR.

H. CONTRACTOR shall provide complete and accurate billing invoices to the DOP in order to receive payment. Billing invoices submitted to the DOP must contain all information and supporting documentation required by the Contract, DOP, and OSC. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the DOP Chairwoman, in the Chairwoman's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epundit@osc.state.ny.us or by telephone at (518) 474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Chairwoman has expressly authorized payment by paper check as set forth above.

II. CONFIDENTIALITY

In addition to the confidentiality requirements, if any, contained in Appendix B, CONTRACTOR acknowledges that any and all information, records, files, documents or reports contained in any media format (e.g. print, electronic) provided to CONTRACTOR by the DOP or otherwise encountered by CONTRACTOR in the provision of services pursuant to this Agreement shall be considered extremely confidential and shall be handled accordingly at all times. Neither CONTRACTOR nor any of its employees, servants, subcontractors, agents or volunteers shall at any time be permitted to utilize any such confidential information for any purpose outside the scope of this Agreement without the express prior written authorization of the DOP. CONTRACTOR shall educate, monitor and be responsible for its employees, servants, subcontractors, agents and volunteers providing services for CONTRACTOR pursuant to this Agreement concerning these confidentiality requirements. Any breach of the confidentiality requirements set forth in this Section or in Appendix C by CONTRACTOR or by any of its employees, servants, subcontractors, agents or volunteers may result in the immediate termination of this Agreement by the DOP and may subject the CONTRACTOR to further penalties. Annexed hereto as Appendix E is a copy of the Non-Disclosure Agreement.

III. REPORTING; RECORD KEEPING; MONITORING; AUDITS

A. In addition to the fiscal reporting requirements set forth in Section VI above, CONTRACTOR shall submit such other oral and written reports concerning its provisions of services as set forth herein and in Appendices B and C and as may be required from time to time by the DOP.

B. CONTRACTOR shall submit a final program report to the DOP at the same time as it submits a final fiscal report.

C. At its discretion, DOP shall have the right to conduct on-site inspections and to otherwise monitor the provision of services by CONTRACTOR, as well as the offices of the CONTRACTOR.

D. CONTRACTOR shall be required to retain all financial records pertaining to this Agreement for six (6) years after it has terminated.

E. The DOP shall have the right to perform both pre and post audits of CONTRACTOR'S records relating to the receipt and expenditure of any funds provided pursuant to this Agreement.

IV. INDEPENDENT CONTRACTOR

A. It is expressly understood and agreed that CONTRACTOR'S status hereunder is that of an independent contractor and that no official, employee, servant, subcontractor, agent or volunteer of CONTRACTOR is an employee of the DOP or the State of New York. CONTRACTOR is solely responsible for the work, compensation, benefits and personal conduct of all such persons assigned to the provision of services pursuant to this Agreement. Nothing contained in this Section or in any other provision of this Agreement shall be construed to impose any liability or duty to the DOP or the State of New York to persons, firms, consultants or corporations employed or engaged or otherwise utilized by the CONTRACTOR, either directly or indirectly, in any capacity whatsoever, nor shall the DOP or the State of New York be liable for any acts, omissions, obligations and taxes of any nature, including unemployment insurance and worker's compensation, of CONTRACTOR or any of its officials, employees, servants, subcontractors, agents or volunteers.

V. ASSIGNMENT

A. The rights and obligations of CONTRACTOR under this Agreement may not be assigned, conveyed, transferred, or subcontracted by CONTRACTOR without prior written authorization of the DOP.

VI. NOTICES

A. All notices and communications made pursuant to this Agreement shall be in writing and shall be delivered to the addresses set forth below or to such addresses as the

parties may from time to time provide to each other. Said notices should be served via registered mail or personally.

Notification to DOP: NYS Division of Parole
Attn:

Notification to CONTRACTOR:

or any other address as may be hereinafter designated by written notice. No notice shall be effective until received by the addressee.

VII. TITLE TO EQUIPMENT

A. Throughout the term of this Agreement and any extensions thereto, CONTRACTOR shall retain title to and possession of any furniture, computers and other equipment ("Purchased Equipment") that may be purchased by CONTRACTOR with funds provided by the DOP.

B. Upon expiration or termination of this Agreement in accordance with its terms:

1. CONTRACTOR shall submit a final inventory of all such Purchased Equipment to DOP, no later than ten (10) business days after the effective date of expiration or termination.
2. Title to all Purchased Equipment purchased less than five (5) years prior to the effective date of expiration or termination shall be automatically transferred to DOP, unless the DOP exempts a specific item of Purchased Equipment and provides written notification thereof to CONTRACTOR.
3. CONTRACTOR shall transfer non-exempt Purchased Equipment to the DOP at the time and in a manner determined by DOP.

4. CONTRACTOR may retain title to and possession of all Purchased Equipment purchased at least five (5) years prior to the effective date of expiration or termination.

VIII. MISCELLANEOUS PROVISIONS

A. This Agreement, including the face page and all its appendices, constitutes the entire agreement between the parties and supercedes all other communications between the parties relating to the subject matter herein.

B. DOP Appendix A (Standard Clauses as required by the Attorney General for all State contracts) is attached hereto and made a part hereof.

C. In the event of any conflict between the terms of this Agreement and the terms of its Appendices, the following order of precedence shall apply:

1. Appendix A;
2. Agreement – Sections I to _____;
3. Appendix B (RFP in its entirety, including all attachments)
4. Appendix C; (Contractor's Proposal and all attachments)
5. Appendix D, (Budget)
6. Appendix E; (Non-Disclosure Agreement)

D. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

E. If any part of this Agreement is found to be unenforceable for any reason, that part shall be deemed deleted and all other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

F. The obligations of the DOP under this Agreement shall be limited to the extent that monies are appropriated or otherwise lawfully available.

G. The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

H. In the event that one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

I. Neither party shall be liable for losses, defaults, or damages, under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, typhoons, civil strife, fire or any cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

J. CONTRACTOR is a non-sectarian organization and does not have as one of its purposes the advancement of any religion.

K. CONTRACTOR has no business operations in Northern Ireland.

L. CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status. CONTRACTOR also agrees to provide DOP Office of Affirmative Action with such information and data as may be requested by said Office, in such format and using such forms as said Office may prescribe.

M. DOP reserves the right to terminate this Agreement in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, DOP may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this Agreement.

N. The failure of DOP to insist upon strict adherence to any provision, fiscal obligation, reporting or other requirement of this Agreement shall not be considered to constitute a waiver or constructive modification to deprive DOP of the right to insist upon strict adherence to the terms of this Agreement in the future.

O. The invalidity or the unenforceability of any provision of this Agreement shall not affect the validity or enforceability of all other provisions of this Agreement, which shall remain in full force and effect.

P. This Agreement shall not become effective unless and until approved by the Department of Law (Attorney General) and the Comptroller.

Q. CONTRACTOR shall indemnify and hold harmless DOP and the State of New York of and from any and all suits, causes of action, claims, grievances, damages, judgments, and costs of every name and description by CONTRACTOR, the program, and third parties, resulting from the negligent acts or omissions of the CONTRACTOR and/or the program or their employees under this Agreement unless such injuries or damages are directly attributable to the negligent conduct of DOP, the State of New York or their employees.