

REQUEST FOR PROPOSALS

FOR

**Supervision and Treatment of Specialized Offender Populations
in New York City**

**ELIOT SPITZER
GOVERNOR**

**ROBERT MACCARONE
STATE DIRECTOR**

**For Release
January 31, 2007**

I. INTRODUCTION

The New York State Division of Probation and Correctional Alternatives (DPCA) is the state agency with responsibility to exercise general supervision over the administration of probation and alternative to incarceration services throughout New York State. The agency promotes public safety and offender accountability by facilitating probation and other community corrections programs through funding and oversight. The State Director of Probation and Correctional Alternatives is statutorily charged with the authority to “collect statistical and other information and make recommendations” regarding both fields “to endeavor to facilitate communications and coordination among and between correctional alternative programs and probation services in order to assist in making effective use of such programs.”

II. PROJECT SERVICE ELIGIBILITY AND REQUIREMENTS

DPCA is issuing a Request for Proposals (RFP) for the operation of a specialized project to provide additional targeted services within New York City (NYC) for Supervision and Treatment of Specialized Offender (SATSO) Populations in NYC. Specifically, the RFP solicits a project to provide services citywide or targeted to one or more of Kings, Queens, Richmond, and/or New York Counties for individuals with serious mental illness, including serious and persistent mental illness, who are involved with the criminal court on a felony charge and are at risk of incarceration but who are eligible as a result of project participation for a community corrections sanction. In evaluating proposals, DPCA does not have preference for county or counties to be served. Serious mental illness is defined as an Axis I diagnosis not including organic disorders, developmental disability, substance abuse as a sole diagnosis or sexual disorders. It is expected that the project would include individuals with co-occurring disorders: individuals who are chemically addicted in addition to being seriously mentally ill. Other project characteristics could include recognition and addressing of housing stabilization, substantial bilingual capacity and culturally competent delivery of services, as well as the involvement of peers in the design and operation of the project. Preference will be given to proposals that identify and incorporate evidence-based practice(s) to promote recovery. Training in Wellness Self-management as well as Self-help and Peer Support are included in such practices. Other evidence-based practices listed by the NYS Office of Mental Health include Care Coordination; Assertive Community Treatment (ACT); Intensive Case Management (ICM); Family Education; Integrated Treatment for Co-Occurring Substance Abuse and Mental Health Disorders; Medications with proven efficacy and medication management programs; Post Traumatic Stress Disorder (PTSD) treatment; and Supported Employment. For additional information, please see NYS Office of Mental Health website at <http://www.omh.state.ny.us/omhweb/ebp/adults.htm>. While each of these practices alone can improve outcomes, the overall effectiveness is enhanced when they are used in appropriate combinations in a continuous system of care.

The total annual amount of funds available for this RFP is \$150,000. It is anticipated that funding during the current fiscal year will continue to be available for successful project services beyond the first year of implementation. Start-up is anticipated for July 1, 2007. No cash match commitment is required for the use of these state funds. However, project administrative expenses shall not exceed

15% of the proposed operating project budget. Capital construction is excluded from budgetary consideration. The contract term shall be for five (5) years consisting of one year renewals, subject to annual appropriation of funds.

These funds will provide for services and expenses associated with entities that can both act as part of a community based sanction, and provide support and appropriate intervention. These measures are designed to lessen or eliminate the risk of recidivism by crafting a project which is culturally competent, while meeting the immediate social service or treatment needs exacerbated by transience. Project proposals may suggest a specialized addition to an existing agency or project or the creation of a new initiative. Details regarding source(s), amount(s), and duration(s) of other funding currently supporting the project should be specified where applicable as well as the numbers being served as well as the number of additional participants or services resulting from the funds to be awarded under this RFP. Overall per participant cost as well as costs per completion should be included in this proposal.

Service providers eligible to apply include public agencies or private, not-for profit organizations within New York State that are established agencies or departments that provide probation or alternatives-to-incarceration programs. Services are limited to aforementioned participants eligible for community-based corrections in accordance with criminal court orders. It is expected that the participants will be enrolled in project services for twelve to twenty-four months and that a minimum of 25 participants will complete the project annually subsequent to the start-up year, through the development of the proposed specialized programming.

If the applicant proposes the direct delivery of clinical services addressing mental health or co-occurring disorders, then the service provider must be licensed in accordance with the NYS Office of Mental Health and/or other appropriate licensing authorities. If the applicant proposes case management and referral services, the applicant must provide a letter(s) of agreement with a licensed clinical treatment provider(s).

III. TIMETABLE FOR SUBMISSION OF APPLICATIONS AND THE REVIEW PROCESS

The applicant must submit a complete response to the RFP that conforms to the format and content requirements as set out in this RFP including the administrative conditions set forth in the attached Appendices.

The applicant must furnish one (1) completed original signed application and five (5) additional copies for evaluation of the submitted proposal. Your response should be enclosed in one mailing envelope or box. The notation "DPCA SATSO Proposal, Bid #07-01-Do not open until March 15, 2007, at 4:00pm" **must** be put on the outside of the mailing envelope or box.

The response which shall constitute the applicant's proposal is to be delivered to the following person and address no later than 4 P.M. Eastern Standard Time, Thursday, March 15, 2007.

No extension to this deadline will be granted. Fax or e-mail transmittals will not be accepted. Proposals received after this time and date will not be considered and will be returned to the applicant, unopened after the award has been made:

**Howard R. Bancroft, Administrative Officer
NYS Division of Probation and Correctional Alternatives
80 Wolf Road – Suite 501
Albany, New York 12205**

All proposals will become the property of DPCA, and will be considered public documents once the award is granted and the contract executed.

The review and selection process will begin after the application deadline. Selection decisions will be made by DPCA, through the selection evaluation procedures delineated in this RFP, with final approval and awards distributed based upon the final decision of the State Director of Probation and Correctional Alternatives. **Notification of successful bidder is expected to take place on or about April 17, 2007.**

Applicants are invited to submit written inquiries to the State regarding the RFP. Questions should be submitted to Bernard Wilson, Supervisor, Contract Administration, at the below address or fax number before the close of business on Monday, February 26, 2007. All submitted questions will be answered in writing and posted on the DPCA website, www.dpca.state.ny.us by March 9, 2007.

New York State Division of Probation and Correctional Alternatives
Attention: Bernard Wilson
80 Wolf Road -- Suite 501
Albany, New York. 12205
(518) 485-5137 or Fax Number: (518) 485-5140
E-mail: Bernard.wilson@dpca.state.ny.us.

IV. PROPOSAL SUBMISSIONS

A. Transmittal Letter

The transmittal letter must be signed by the individual authorized to make contractual commitments on the organization's behalf and must contain ALL of the following:

1. A statement attesting to the accuracy and truthfulness of all information contained in the proposal, including Federal Identification and, specifically for non-profit organizations, the applicant's charity identification.
2. A statement that the applicant has read, understands, and is able and willing to comply with all standards and participation requirements described in the RFP.

B. Application Cover Page and Other Forms/Documents

Use the attachment of this Request for Proposals for the Application Cover Page (see Attachment A). Complete all necessary forms and other required documents indicated in this RFP, including all required signatures, including certifications where indicated.

C. Applicant Response to RFP Questions: Each proposal must respond to the following questions. Please refer to Item D Review Process in Detail.

1. Whom will you serve? (10 points)

- Specify the number and characteristics of the defendants/offenders you plan to serve and how you will identify them.
- Describe the needs that will be addressed.
- Describe the criteria and process for selection of eligible defendants/offenders.
- Describe any exclusionary criteria.
- How will you ensure the confidentiality of criminal justice and health records yet guarantee appropriate record-sharing?

2. What is the service you are offering? (20 points)

- What are the specific services you are offering to these individuals?
- How will the project address public safety concerns such as screening or defendant/offender monitoring for compliance with court-ordered sanctions?
- How will the program address the specialized needs of this population such as monitoring medication use etc?
- Provide project goals and performance objectives.
- Provide a work plan that will detail your timetable for project implementation.

3. What results are you committed to achieving? (30 points)

- Describe the results of project activities expected and their impacts on clients served.

- Describe the system impacts that will be addressed.
- Describe quantitative and qualitative results expected as related to performance objectives.

4. Who is going to have active involvement in the project? (10 points)

- Who is going to lead this project?
- What other individuals will be involved in attainment of performance objectives?
- Provide evidence of the capabilities of these individuals and describe how they will relate to the participants served in this project. Attach resumes and job descriptions.
- Describe the collaboration with other agencies that will maximize existing services. Attach all anticipated linkage agreements or qualified service agreements.

5. How will you will you spend the NYS funding? (30 points)

- Provide a description of how the project cost will be used for services provided using Attachment B, Proposed Cost Summary form.
- Describe how the project will link with any currently available funding.
- Describe how the project will potentially access additional services for your target population, as appropriate to the participants served.
- Describe project milestones, costs, and performance objectives using Attachments C and D, Project Milestones, Outcomes, Costs, and Performance Objectives form, its guidelines, and Project Milestones and Performance Objectives form. You should link project milestones with the services described, performance objectives to be achieved and the expected participant outcomes after project completion.

For specific questions related to Budget Preparation please contact Howard Bancroft, DPCA Administrative Officer, by e-mail at howard.bancroft@dpc.state.ny.us.

D. REVIEW PROCESS IN DETAIL

A team of reviewers consisting of DPCA employees and employees of the NYS Office of Mental Health and/or other NYS State agencies will conduct the review process. Each reviewer will conduct independent reviews of all applications. The team will convene to prepare collective, cumulative scores and prepare a rank ordering of applications from high to low, based upon a score of 100 points for each reviewer, for each proposal. The maximum score is based upon the cumulative totals of each of the reviewer's scores, with a maximum value of 100, e.g. if there are four reviewers, the maximum score is 400. DPCA's Administrative Officer will coordinate this process. The review team's recommendation of a qualified applicant based upon highest ranked score is subject to the approval of the State Director of Probation and Correctional Alternatives.

Proposal Elements:

1. Whom will you serve? (0 to 10 points)

This item will include three scoring dimensions:

- a. The criteria and process for selection of participants. 2.5 points max
- b. Characteristics of individuals to be served. 5.0 points max
- c. How was the proposal developed? 2.5 points max

Discussion: *Characteristics of the project population* anticipated should be the critical element of this item. Implicit in the question is the expectation that criminal justice process points would be described as well as the court jurisdictions and communities to be served. The *criteria and process for selection* and *proposal development* should provide a description of specific agency actions and transactions between agencies to identify the participants best served through this collaboration.

2. What is the service you are offering? (0 to 20 points)

This item will include four scoring dimensions:

- a. What service is proposed? 2.5 points max
- b. How will the service achieve results as articulated in goals and performance objectives? 10.0 points max
- c. Project strengths to ensure success. 2.5 points max
- d. Work plan/Timetable provided. 5.0 points max

Discussion: The proposed services *anticipated results* and *work plan* to achieve the results proposed should carry the greatest weight for this question. It is expected that the best proposal(s) will describe a service model that is evidenced-based and will explain how these services will meet the needs of the participants, while satisfying public safety concerns. *Project strengths* are viewed as those projects that document the essential expertise to complete the goals and performance objectives of the project.

3. What results are you committed to achieving? (0 to 30 points)

This item will include four primary scoring dimensions:

- a. Project goals and performance objectives achievable and measurable. 10.0 points max
- b. Participant outcomes. 10.0 points max
- c. System impacts identified. 5.0 points max
- d. Stakeholders. 5.0 points max

Discussion: It is recognized that a fully developed impact evaluation of the service proposed cannot be completed with the first twelve months of project activities. However, a listing of project goals and performance objectives that are related to a *quantitative and qualitative assessment* of project performance is viewed as critical to an

exemplary proposal. Also, the plans for longer term impact evaluations should be included, since the project is expected to be funded for a five-year period. Note, in particular that discussions of the *numbers of participants actually served with concrete expectations of project completion*, will gain greater value than the numbers of participants screened or interviewed. A discussion of expected *system impacts*, including “*stakeholders*” should be described. Stakeholders may include other agency representatives that may contribute to the project but would not be paid by the grant as well as other agencies and individuals who will benefit from this project.

4. Who is going to have active involvement in the project? (0 to 10 points)

This item will include four scoring dimensions:

- | | |
|-------------------------------------|----------------|
| a. Persons involved. | 2.0 points max |
| b. Lead person. | 2.0 points max |
| c. Evidence of capability. | 2.0 points max |
| d. Agency collaboration agreements. | 4.0 points max |

Discussion: The project or service proposed should include *any staff positions that this grant award would require*. Any such positions (or persons) should be included in this section of the proposal. Additionally, the *position (or individual) who will take responsibility* for the management of this grant award, including project and fiscal responsibility must be identified. If no staff position will be hired with grant funding, it is necessary to describe how agency collaborative agreements will provide services to participants served. In the latter case descriptions of the qualifications of those providing services will be required. In all cases, evidence of the ability to complete project activities must be included. Finally, a description of the supervising agency collaborative agreements including qualified service agreements and/or linkage agreements should be attached to the grant application.

5. How will you spend the NYS funding? (0 to 30 points)

This item includes five dimensions for scoring purposes:

- | | |
|---|-----------------|
| a. Weighting of milestones/outcomes pricing. | 10.0 points max |
| b. Clear description of project expenses. | 5.0 points max |
| c. Description of linkage to current funding. | 5.0 points max |
| d. Direct Service Personal Costs. | 5.0 points max |
| e. Other than Personal Costs. | 5.0 points max |

Discussion: This item will describe how much money will be spent to add direct value to an agency’s operations, in order to complete the proposal activities. Administrative overhead should not exceed 15 % of the operating budget. The contract that results from this RFP will be performance based. The project milestones/outcomes and costs will provide the basis for the contract budget. DPCA is most interested in proposals that give greater weight to project retention and project completion. The project milestones/outcomes and costs should be directly related to Attachment B, Proposed Cost Summary form. The discussion should include how current funding, if

any, is being used and how the DPCA award will be integrated into the project. The discussion should clearly present what enhancements will be gained. The enhancements must be quantifiable. For example, a quantifiable enhancement could be the identification of additional services for project participants or it could increase the number of participants. The description of the linkage to other funding sources should clearly present the costs that are attributable to DPCA funds.

Direct Service Personal Costs should be at least 75% of the budget including fringe benefits and/or any direct service contractual expenses (with an outside service provider). Costs for Other than Personal Services should be justified and reasonable.

V. ADMINISTRATIVE CRITERIA AND CONDITIONS

A. Cost Incurred Prior to Contract Approval:

The State of New York is not liable for any cost incurred by a service provider in preparation for, or prior to, the approval of an executed contract by the Department of Law and the Office of the State Comptroller. Additionally, no cost will be incurred by the State for the service provider's participation in any pre-contract award activity.

B. Commitment

Submission of response to this RFP shall not be construed as a commitment by the State to proceed with this project.

C. Certain State's Rights

The State reserves the right:

1. To reject all quotations or to acquire portions of a quotation, and re-issue a modified version of this RFP.
2. Utilize any or all ideas submitted in the proposals received, unless those ideas are covered by legal patent or proprietary rights.
3. Amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All applicants who have received this RFP will be supplied with all amendments or additional information issued.
4. Make typographical corrections to proposals, with the concurrence of the applicant.
5. Correct computational errors with the written concurrence of the applicant.
6. Change any of the scheduled dates stated herein with written notice to all applicants who have received this RFP.

7. Negotiate with service providers responding to this RFP within the RFP requirements to serve the best interests of the State.
8. Begin contract negotiations with an agency, other than the originally selected applicant, in order to serve the best interests of the State in the event that the State should be unsuccessful in negotiating a contract with the originally selected applicant within 30 days of the notification of the award.
9. Disqualify proposals that fail to meet mandatory requirements.
10. The State may award a contract for any or all parts of a proposal and negotiate contract terms and conditions to meet the agency program needs consistent with the solicitation.
11. In the event that two applicants are found to be substantially equivalent, price shall be the basis for determining which of the applications will receive the award.

D. Contract Negotiations

During contract negotiations, the State expects to have direct access to applicant personnel who have full authority to make commitments on behalf of the applicant. An applicant must include, as part of its proposal, any restrictions under which its primary negotiations will operate.

E. Executed Contracts

Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the State Comptroller. The contract will not be considered fully executed until formal approval has been granted by the Department of Law and the Office of the State Comptroller.

F. Proposal Security

Public inspection of the bids is regulated by the Freedom of Information Law (Article 6 of the New York State Public Officers Law). The bids are presumptively available for public inspection. If this would be unacceptable to an applicant, the applicant should apply to the State for trade secret protection of its bid. In applying for trade secret protection, it would be unacceptable to indiscriminately categorize the entire proposal as such. The applicant should point out those sections of the proposal that are trade secrets and explain the reasons therefore. The State will review applications and grant trade secret protection, if appropriate.

G. State Property

All proposals and any accompanying documentation become the property of the State of New York and will not be returned.

H. Proposal Certifications

The following certification (Bidding Practices) must be included.

1. Bidding Practices

a. Each applicant shall submit, as part of the proposal, a completed copy of the Non-Collusive Bidding Certification as set forth in Appendix B, Exhibit 1. This submission will certify that, to the best of the applicant's knowledge and belief:

i. The prices in the bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other applicant or with any competitor;

ii. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant, directly or indirectly, to any other applicant or to any competitor prior to completion of the selection process; and

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

b. In accordance with NYS Finance Law §139-d, a bid shall not be considered for award nor shall any award be made where the above conditions have not been complied with; provided, however, that if in any case the applicant cannot make the foregoing certification, the applicant shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where the above conditions have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of DPCA determines that such disclosure was not made for the purpose of restricting competition.

c. The fact that an applicant has published price lists, rates, or tariffs covering items or services being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning stated above.

2. Fair Employment

In accordance with State Finance Law Section 165, compliance with the MacBride Fair Employment Principles must be certified by completion of the

Nondiscrimination in Employment in Northern Ireland statement as set forth in Appendix B, Exhibit 2.

3. Vendor Responsibility

New York State Procurement Laws and guidelines require the award of State contracts to responsible vendors. Accordingly, the Vendor Responsibility Questionnaire form as set forth in Appendix B, Exhibit 5 must be certified for non-governmental agencies.

I. Announcements or Releases

Public announcements or news releases pertaining to the selection of the applicant or award of a contract must not be made without prior written approval from DPCA.

J. Debriefing Sessions

Unsuccessful applicants will be notified in writing and will be offered an opportunity to be “debriefed.” A debriefing, if any, will be scheduled for all unsuccessful applicants upon request of those applicants at a date and time convenient to both DPCA and the applicants concerned, but not before completion of contract negotiations.

K. Contract Provisions

1. Standard Clauses for All New York State Contracts

The applicant must agree to abide by **all** of the provisions of Appendix A, Standard Clauses for New York State Contracts, contained herein which has precedence over the Contract entered into with the successful applicant and the RFP and its other attachments and remaining Appendix B.

2. DPCA Contract

Attached as Appendix B, Exhibit 4 is the proposed body of the Contractual Agreement to be entered into by DPCA with the successful applicant.

L. Miscellaneous Requirements

1. Confidentiality of Information

a. New York State Law protects the privacy of criminal history records and other confidential information. The applicant shall take all steps required by the State to protect confidential information. This may include, but not be limited to, execution of a non-disclosure agreement with each staff assigned to the project, fingerprinting checks of applicant personnel with access to such information and a requirement that the applicant replace personnel at the discretion of the State.

b. The applicant shall be responsible for assuring that it notifies its officers, agents, and employees involved with the contract of the provisions of this subsection. The applicant shall be responsible for assuring that any joint agreement contains a provision that conforms to the provisions of this subsection.

c. All applicants will require that project participants undergoing drug or alcohol treatment to sign the appropriate Consent Form in order to allow DPCA and the CONTRACTOR access to treatment information for purposes of determining project compliance.

d. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899-aa. The CONTRACTOR shall promptly notify DPCA where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

2. Case Files

The applicant must maintain individual case files on clients being served under this project. Such case files must include a description of the coordination of services delivered to the target population. Files shall also include relevant court records including court orders and conditions as well as information stating the degree to which the conditions are being satisfied. Documentation of each participant's achievements per contract project milestones and outcomes shall also be included as well as a summary chart of those achievements.

3. Contract Funding and Reporting

a. Successful applicants will be required to enter into contracts with DPCA, subject to the approval of the Department of Law and Office of the State Comptroller subject to the availability of funding. Provision of program services beyond the first year is subject to the appropriation of funds in future enacted State budgets. Funds will be awarded through the execution of a contract that specifies the obligations of all parties and includes the applicant's proposal in its approved form. Payment of funds will be made after submission to the designated payment office of a NYS Standard Voucher and any other information that may be required. All reimbursement will be based upon the applicant's progress towards achieving the contract (award) project milestones, outcomes, and performance objectives, and compliance with the contract terms and conditions including but not limited to

receipt of certain programmatic reports. Standard voucher claims will be made quarterly and based on project milestones and outcomes achieved.

b. Throughout the contract period, and as specified in the contract or otherwise, grant recipients will be required to submit reports on a quarterly basis including participant-specific data and monthly aggregated data to document income eligibility, criminal justice involvement, types of services rendered, and project outcomes. The grant recipient will also be required to produce and submit policies and procedures within three months of beginning project operations. Elements of the quarterly reports shall include, but not be limited to:

- i. Barriers to implementation of the proposed project elements;
- ii. Solutions developed to overcome these barriers;

Also, fiscal cost reports and other reports as requested must be submitted to support payment claims on behalf of project implementation.

4. Contractor Requirements under Executive Law Article 15-A.

The applicant must agree to abide by Appendix B, Exhibit 3 as to Minority And Women-Owned Business Enterprise (MWBE) and Equal Employment Opportunities Requirements and complete and submit the Workforce Composition form contained in such Exhibit along with the RFP submission.

ATTACHMENT A

Application Cover Page

Submit this form with your application.

1. Applicant Organization: _____
Supervising Agency Head: _____
Address: _____
City: _____
State/Zip Code: _____
Email: _____

2. Person Responsible for Completing Application
Name: _____
Title: _____
Phone Number: _____
Fax Number: _____

(Address if different from Applicant Organization)

- Address: _____
City: _____
State/Zip Code: _____
Email: _____

3. Who should we contact with questions about this application?
Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

4. Total Amount of Grant Proposal: \$ _____

5. Who is the budget and fiscal person for this application?
Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

NEW YORK STATE
DIVISION OF PROBATION & CORRECTIONAL ALTERNATIVES

REQUEST FOR PROPOSALS

PROPOSED COST SUMMARY

AGENCY NAME: _____

PROJECT: _____

CONTACT PERSON: _____

FOR THE PERIOD: _____ **TO** _____

I. EXPENSES

- a. Personal Services – Va + VIa + VIIa _____
- b. Fringe Benefits – Vb + VIb + VIIb _____
- c. Other than Personal Services – VIII (Total) _____
- d. Equipment - IXb _____
- e. Property for Lease, Rent or Mortgage (Xb: Total Property) _____
- f. Total cost before agency administration – Ia through Ie _____
- g. Agency Administration (Rate = _____ % x If) _____
- h. Total Expenses – If. + Ig. _____

II. ALL REVENUE (other than the proposed grant)

- a. Participant fees _____
- b. Other revenue (describe) _____
- c. Other revenue (describe) _____

d. Total Revenue – IIa + IIb + IIc _____

III. NET OPERATING COSTS – Ih – IId _____

IV. PERSONS SERVED

a. Number of persons served each month _____

b. Number of persons to be served annually _____

c. Number of persons to be served for the period of budget summary _____

d. Projected average daily census _____

e. The average length of time a person will be in the program _____

V. PROJECT PERSONNEL COST

Expenses and full time equivalents (FTE's) associated with each title employed.

<u>Position Title</u>	<u>Annual Salary</u>	<u>% of Time Allocated To Project</u>	<u>Salary Allocated to Project Salary x's %</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

a. Total Project Personnel Cost _____

b. Fringe benefits (Rate = _____%) _____

VI. PROJECT ADMINISTRATION PERSONAL SERVICES

Identify individuals whose time partially supports the activities of this project.

<u>Position Title</u>	<u>Annual Salary</u>	<u>% of Time Allocated To Project</u>	<u>Salary Allocated to Project Salary x's %</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

a. Total Project Personnel Cost _____

b. Fringe benefits (Rate = _____%) _____

VII. AGENCY ADMINISTRATION PERSONAL SERVICES

Individuals responsible for the supervision and oversight of the entire agency or a support function such as Personnel or Finance that is not subject to any particular project or contract.

<u>Position Title</u>	<u>Annual Salary</u>	<u>% of Time Allocated To Project</u>	<u>Salary Allocated to Project Salary x's %</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

a. Total Project Personnel Cost _____

b. Fringe benefits (Rate = _____%) _____

VIII. OTHER THAN PERSONAL SERVICES

a. Food _____

b. Insurance _____

c. Building Maintenance and Repairs _____

d. Office Supplies _____

e. Program Supplies _____

f. Telephone _____

g. Travel (Clients) _____

h. Travel (Staff) _____

i. Utilities _____

j. Vehicle Lease _____

k. Other (Identify) _____

l. Total Other than Personal Services _____

IX. EQUIPMENT PURCHASES – IDENTIFY

a. Equipment _____

b. Total Equipment _____

X. PROPERTY

a. Lease/Rent/Mortgage _____

b. Total Property _____

PROJECT MILESTONES, OUTCOMES, COSTS, AND PERFORMANCE OBJECTIVES

1	A	B	C	D	E	F
2	Milestones	# Participants	Cost/ Participant	Milestone Cost (Col.B x Col.C)	Outcome-based Payment (Col. B x Col. C)	Total Cost
3	Assessment/ Intake					
4	30-day Retention in Project					
5	Half-way point in project (___ days) ¹					
6	Three quarter point in project (___ days) ¹					
7	Project Completion ² (___ days) ¹					
8	Outcomes ³					
9						
10						
11						
12						
13						
14	Total Cost		(Sum of Col. C - Maximum Potential Fee)	(Sum of Col. D)	(Sum of Col. E)	(D14+E14)

<p>Cell 14D - Total Milestone Payments may equal up to 85% of Total Cost Cell 14E - Total Outcome-based payments must equal at least 15% of Total Cost Cell 14F - Total Cost</p>
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¹Specify number or range of days based on days for completion of milestone proposed.

²Based on Agency Performance Outcome Measures. The number completing must be at least 50% of the intake number. Minimum 25 completions.

³List outcomes appropriate to the project such as achieving and maintaining employment, achieving and maintaining sobriety, completing treatment, living in stabilized housing, and free from recidivism and re-arrest.

GUIDELINES

Performance Based Outcome Measures

- A minimum of 50% of the participants taken into the project (intake milestone) would successfully complete the project.
- The project's services would reduce the likelihood of re-offending during project participation and after project completion.
- The Agency and the contractor will negotiate appropriate outcomes to be achieved by project participants.

Performance Based Payment Structure

- The CONTRACTOR would be paid based on achieving agreed upon project milestones and outcomes or a negotiated alternate payment structure.
- To the extent that the milestones cover the cycle of project participation (intake, retention for various time periods and project completion), the funding allocated to those milestone-based payments would be weighted to favor long-term retention and project completion.
- Up to 85% of the total proposed cost would be milestone-based payments and a minimum of 15% of the total cost would be outcome-based payments.

Cost Proposal

Proposers are encouraged to propose innovative payment structures. The Agency reserves the right to select any payment structure that is in the State's best interest. For the purposes of comparison, proposers should submit a Cost Proposal that meets the standards prescribed below.

- Complete Attachment C, Project Milestones, Outcomes, Costs, and Performance Objectives form allowing for 85% of the cost to be attributable to the milestone payments and 15% of the cost to outcome-based payments. Other appropriate outcome measures may be substituted for those listed on Attachment C. Milestone pricing should be weighted to favor long-term retention and project completion.
- Complete Attachment D, Project Milestones and Performance Objectives form.
- Provide a detailed cost justification for the proposed project including total cost, average cost per intake (total cost divided by number of intakes) and average cost per completion (total cost divided by number of completions). Include the amount of funding required for both annualized costs and start-up, if applicable.
- Include a listing of any other sources and amounts of funding that will support the proposed project.

PROJECT MILESTONES AND PERFORMANCE OBJECTIVES

Milestones: Assessment/Intake

Participants: _____

Cost/Participant: _____

List performance objective activities/accomplishments.

Specify case file documentation:

Milestones: 30 Day Retention in Project

Participants: _____

Cost/Participant: _____

List performance objective activities/accomplishments.

May be listed as 3 out of 5 or 5 out of 7, for example.

Specify case file documentation:

ATTACHMENT D

Milestones: Half-way Point in Project (____ days)

Participants: _____

Cost/Participant: _____

*List performance objective activities/accomplishments.
May be listed as 3 out of 5 or 5 out of 7, for example.*

Specify case file documentation:

Milestones: Three-quarter Point in Project (____ days)

Participants: _____

Cost/Participant: _____

*List performance objective activities/accomplishments.
May be listed as 3 out of 5 or 5 out of 7, for example.*

Specify case file documentation:

ATTACHMENT D

Milestones: Project Completion (____ days)

Participants: _____

Cost/Participant: _____

*List performance objective activities/accomplishments.
May be listed as 3 out of 5 or 5 out of 7, for example.
A single performance objective could be acceptable.*

Specify case file documentation:

Outcomes:

Outcome: _____

Participants: _____

Cost/Participant: _____

Specify case file documentation:

(Repeat for each outcome included in Attachment C chart)

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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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, licensor, licensee, lessor, lessee or any other party):

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age,

disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's

identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

APPENDIX B

ADDITIONAL LEGAL REQUIREMENTS

- ◆ **EXHIBIT 1 - Non-Collusive Bidding Certification**
- ◆ **EXHIBIT 2 - Nondiscrimination in Employment in Northern Ireland**
- ◆ **EXHIBIT 3 - Minority And Women-Owned Business Enterprise(MWBE) and Equal Employment Opportunities Requirements**
- ◆ **EXHIBIT 4 - Proposed DPCA Contract**
- ◆ **EXHIBIT 5 - Vendor Responsibility**

Exhibit 1 Non-Collusive Bidding Certification - 1

**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 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], AND [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 or partnership.

Exhibit 1 Non-Collusive Bidding Certification - 2

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

Title

Title

Address _____

Street

Address _____

Street

City State

City

State

City State

City

State

Exhibit 2 NonDiscrimination 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 _____

By: _____
Signature

Name of Business

Name: _____

Date: _____

Exhibit 3 Minority And Women-Owned Business Enterprise (MWBE) and Equal Employment Opportunities Requirements – page 1

CONTRACTOR REQUIREMENTS AND OBLIGATIONS UNDER NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (Participation by Minority Group Members and Women With Respect to State Contracts)

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation By Minority Group Members and Women With Respect To State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.

In keeping with the intent of the Law, it is the expectation of DPCA and the responsibility of all contractors participating in and/or selected for procurement opportunities with DPCA to fulfill their obligations to comply with the requirements of the Article and its implementing regulations.

In accordance with these requirements, the contractor hereby agrees to make every good faith effort to promote and assist the participation of certified Minority and Woman-owned Business Enterprises (“M/WBE”) as suppliers on this project for the provision of services and materials. In addition, the contractor shall ensure the following:

1. All state contracts, and all documents soliciting bids or proposals for state contracts contain or make reference to the following provisions:
 - a. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

For purposes of the Article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation.
 - b. 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.
 - c. The contractor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex age, disability, or marital status.
2. The contractor will include the provisions of subdivision one of this section in every subcontract as defined under §310.14, except as provided under §312.6 of the Article, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the State contract.
3. Contractors or subcontractors shall comply with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section.

Opportunities Requirements – page 2

3. Contractors and subcontractors shall undertake programs of affirmative action and equal employment opportunity as required by this section¹. In accordance with the provisions of the Article, the proposer will submit, with their proposal, Workforce Composition (Attachment B1).
4. Certified businesses (as defined under Article 15-A, sections 310.1 means a business verified as a minority or women-owned business enterprise pursuant to section three hundred fourteen of the article.) shall be given the opportunity for meaningful participation in the performance of this contract, to actively and affirmatively promote and assist their participation in the performance of this contract, so as to facilitate the award of a fair share of this contract to such businesses.
5. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the Empire State Development (“ESD”) directory of certified businesses, which can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp.
6. Contractor shall agree, as a condition of entering into said contract, to be bound by the provisions of Article 15-A, §316.
7. Contractor shall Include the provisions set forth in paragraphs (6) and (7) above, in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with this contract.
8. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs, which effectuates the purpose of this section.

All required Affirmative Action, Equal Employment Opportunities (EEO), and/or M/WBE forms to be submitted along with bids and/or proposals for DPCA procurements are included herein. All M/WBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD.

Failure to comply with the requirements of Article 15-A as set forth under this procurement and in conjunction with the corresponding contract, will result in the withholding of associated funds and other enforcement proceedings set forth under Article 15-A.

¹ Notice – Contractors are provided with notice herein, DPCA may require a contractor to submit proof of an equal opportunity program after the proposal opening and prior to the award of any contract. In accordance with regulations set forth under Article 15-A, §312.5, contractors and/or subcontractors will be required to submit compliance reports relating to the contractor’s and/or subcontractor’s program in effect as of the date the contract is executed.

WORKFORCE COMPOSITION FORM

INSTRUCTIONS: All proposers submitting responses to this procurement must complete and submit this Workforce Composition Form as part of their proposal.

Proposer Name:	Federal Identification No.:
Address:	Procurement No.:
City, State, Zip Code:	
Description of Work:	

Enter the total number of incumbents by race, sex, and ethnic group status in each of the EEO – Job Categories identified. See Page 2 for information regarding race/ethnicity identification and protected class group members.

EEO – JOB CATEGORY	TOTAL	MALE (M)	FEMALE (F)	WHITE		BLACK		HISPANIC		ASIAN		NATIVE AMERICAN		DISABLED		VETERAN	
				M	F	M	F	M	F	M	F	M	F	M	F		
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	

PREPARED BY (Signature) _____	Date _____
PRINTED OR TYPED NAME AND TITLE OF PREPARER _____	TELEPHONE NO. _____
EMAIL ADDRESS _____	

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

White (Not of Hispanic origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (Not of Hispanic origin)-All persons having origins in any of the Black racial groups of Africa.

Hispanic - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native - All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

PROTECTED CLASS DEFINITIONS: (These groups are identified as victims of past unlawful discrimination on the basis of race, color, sex, disability, or national origin, who are therefore targeted for affirmative action initiatives to address their under representation in the total work force).

- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North American, and who maintain cultural identification through tribal affiliation or community recognition.
- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **WOMEN**

Exhibit 4 – Proposed DPCA Contract

<p><u>STATE AGENCY (Name & Address):</u></p> <p>NYS Division of Probation and Correctional Alternatives 80 Wolf Road – Suite 501 Albany, NY 12205</p>	<p><u>NYS COMPTROLLERS'S NUMBER:</u></p> <p><u>ORIGINATING AGENCY CODE:</u> 01200</p>							
<p><u>CONTRACTOR (Name and Address)</u></p>	<p><u>FIVE YEAR TERM:</u></p> <p>FROM: July 1, 2007 TO: June 30, 2012</p> <p><u>FUNDING AMOUNT FOR TERM:</u> \$750,000</p>							
<p><u>CHARITIES REGISTRATION NUMBER:</u></p> <p><u>FEDERAL TAX IDENTIFICATION NUMBER:</u></p> <p><u>MUNICIPALITY NO.:</u></p>	<p><u>STATUS:</u></p> <p>CONTRACTOR IS () IS NOT (X) A SECTARIAN ENTITY CONTRACTOR IS () IS NOT () A NOT-FOR-PROFIT ORGANIZATION</p>							
<table border="1"> <thead> <tr> <th data-bbox="186 997 430 1024"><u>SERVICE PROVIDER</u></th> <th data-bbox="844 997 1036 1024"><u>PROJECT NAME</u></th> <th data-bbox="1315 997 1502 1024"><u>PROJECT TYPE</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			<u>SERVICE PROVIDER</u>	<u>PROJECT NAME</u>	<u>PROJECT TYPE</u>			
<u>SERVICE PROVIDER</u>	<u>PROJECT NAME</u>	<u>PROJECT TYPE</u>						
<p><u>APPENDICES ATTACHED AND PART OF THIS AGREEMENT:</u></p> <p><u> X </u> APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts</p> <p><u> X </u> APPENDIX B Project Milestones, Outcomes, Costs, and Performance Objectives</p> <p><u> X </u> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration or other contractual provisions)</p> <p><u> </u> OTHER (Identify)</p>								

CONTRACT

This CONTRACT made between the STATE OF NEW YORK, hereinafter referred to as the "STATE" acting by and through the NYS Division of Probation and Correctional Alternatives, hereinafter referred to as the "DIVISION," and _____, hereinafter referred to as the "CONTRACTOR;"

WITNESS THAT:

WHEREAS, the STATE, has enacted laws to promote more efficient jail population and prison population management and the development of Alternatives to Incarceration projects; and

WHEREAS, the State Legislature has appropriated funds for the establishment, operation and continuation of Alternatives to Incarceration projects pursuant to Chapter 50 of the Laws of 2006; and

WHEREAS, the primary objective of these projects is to assist the court, public officers, and others in greater utilization of community corrections as an alternative to incarceration/placement through community based programming that will ensure the public safety and which are acceptable to the community and the criminal justice and/or juvenile justice system, and the objective of specific funding of certain projects is to provide services to offenders who have a history of alcohol, substance abuse or mental illness; and

WHEREAS, the DIVISION issued a Request for Proposal (RFP) for Supervision and Treatment of Specialized Populations for certain counties within New York City; and

WHEREAS, the CONTRACTOR was the successful bidder for performance of an eligible program, hereinafter referred to as the "PROJECT," and;

WHEREAS, in the interest of mandate relief, improved service delivery and fiscal and programmatic efficiencies, the DIVISION seeks to enter into one multi-year written contract with the CONTRACTOR for PROJECT SERVICES and the CONTRACTOR has agreed to provide such services contained herein; such agreement having been assigned Contract #C _____; and

WHEREAS, it is understood that where PROJECT services are performed directly by the CONTRACTOR, the CONTRACTOR is the SERVICE PROVIDER and any designated SERVICE PROVIDER(S) has agreed to, and will provide services as delineated herein; and

NOW, THEREFORE, in consideration of the promises and responsibilities herein contained, the DIVISION and the CONTRACTOR agree as follows:

1. Terms of Contract

- A. Unless modified or terminated herein, this CONTRACT shall begin on July 1, 2007 and end on June 30, 2012. Funding for this CONTRACT shall not exceed Seven Hundred and Fifty Thousand Dollars (\$ 750,000).
- B. To modify the CONTRACT, the parties shall revise or complete the appropriate appendix form(s) including in all instances Appendix X. Any change in the amount of consideration to be paid, or change in the term, or substantive change in the scope of the CONTRACT, is subject to the approval of the Office of the State Comptroller. Any

change, modification, deletion or waiver of any other provision of the CONTRACT must be agreed to in writing by the DIVISION and CONTRACTOR, and shall take effect as specified in writing by the DIVISION. The DIVISION may choose to modify the CONTRACT, instead of proceeding with termination, if it determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this CONTRACT.

- C. This CONTRACT incorporates all of the appendices identified in section IX of this CONTRACT.

II. Project Services

- A. The CONTRACTOR independently has entered into separate performance based contractual agreements with each SERVICE PROVIDER responsible for the administration of enumerated PROJECT tasks which provide detailed descriptions of performance measures with target numbers to be achieved as to individual PROJECT services. The CONTRACTOR regularly monitors performance of all SERVICE PROVIDER(S) PROJECT operations through securing programmatic reports and data, auditing claims filed, and ensuring contractual performance based milestones/outcomes are met. Regular on-site visits are conducted by the CONTRACTOR to assess programmatic operations and review and verify documentation of service delivery and claims. Appendix B of this CONTRACT, representing PROJECT MILESTONES, OUTCOMES, COSTS, and PERFORMANCE OBJECTIVES, specifically establishes the CONTRACTOR'S cost for each SERVICE PROVIDER(S) PROJECT services and the CONTRACTOR funds each SERVICE PROVIDER based upon specific targets and unit costs per milestones/outcomes achieved.
- B. The CONTRACTOR and the DIVISION agree to abide by Appendix A, Standard Clauses as required by the Attorney General for all state contracts and Appendix B, PROJECT MILESTONES, OUTCOMES, COSTS, and PERFORMANCE OBJECTIVES. The parties acknowledge and agree that the CONTRACTOR shall submit, as part of the annual PROJECT plan update, a proposed Appendix B and that submission to and approval by the DIVISION are condition precedents to receive future PROJECT payment by the DIVISION.
- C. The CONTRACTOR and any SERVICE PROVIDER shall develop, maintain, and update as needed policies and procedures on their respective PROJECT services and the CONTRACTOR shall provide the DIVISION copies of such material upon request.
- D. The CONTRACTOR agrees to and shall ensure that the identified SERVICE PROVIDER(S) promptly notify the DIVISION of any critical incidents involving the respective PROJECT(S), its clients/participants or staff as required by the DIVISION.
- E. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this CONTRACT, it must be consistent with this CONTRACT and the CONTRACTOR

shall secure prior written permission of the DIVISION. The CONTRACTOR shall take full responsibility for the acts and omission(s) of any subcontractor. Nothing in any subcontract shall impair the rights of the STATE under this CONTRACT. No contractual relationship shall be deemed to exist between any subcontractor and the STATE.

- F. The CONTRACTOR shall take steps to ensure that the criminal justice community is informed as to PROJECT services. This information may be disseminated through the establishment of a PROJECT task force, forums, circulars or any other means which formally accomplish the goal of informing the criminal justice community of this PROJECT.

III. Accounting, Reporting, Auditing, and Payment

- A. Subject to monies made available, the DIVISION agrees to pay the CONTRACTOR a sum not to exceed the amount identified in Section I (A) and detailed in Appendix B for services rendered. The DIVISION will reimburse the CONTRACTOR for project milestones and outcomes achieved only. The CONTRACTOR shall promptly provide written notice to the DIVISION, via a separate letter, of special circumstances experienced by the PROJECT in achieving its milestones and outcomes. Where the CONTRACTOR is not a municipality, the DIVISION agrees, upon receipt of a voucher, to initially advance 25 percent of the annual cost of this PROJECT to the CONTRACTOR within 30 calendar days after commencement or continuation of PROJECT services as directed by the DIVISION. The amount of any advance will be recovered against future claims submitted or by refund. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the DIVISION. Funds shall be expended only as specified and in the respective amounts consistent with Appendix B, unless otherwise authorized by the DIVISION. Reimbursement may be adjusted by the DIVISION to reflect only those expenditures which were made in accordance with this CONTRACT. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the DIVISION to adjust a milestone and/or outcome to compensate for over-achievement of PROJECT participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B.

Vouchers and supporting documentation must be sent to:

NYS Division of Probation and Correctional Alternatives
Budget and Fiscal Services Unit, Suite 501
80 Wolf Road
Albany, NY 12205

- B. The CONTRACTOR agrees to provide detailed documentation in keeping with DIVISION instructions. The CONTRACTOR agrees that all PROJECT claims shall be submitted quarterly and no later than thirty (30) business days following the last day of the month for which the claim applies unless the DIVISION and the CONTRACTOR agree to a different submission timeframe. Funds will either be reimbursed to the CONTRACTOR within thirty (30) days of receipt of the quarterly claim or the CONTRACTOR will be notified of deficiencies contained in the quarterly claim. Monies provided shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this CONTRACT and the CONTRACTOR shall so certify. The CONTRACTOR shall refund to the DIVISION any over payments made pursuant to the CONTRACT within sixty calendar days of written notification by the DIVISION.
- C. As a condition of DIVISION reimbursement, the CONTRACTOR shall submit quarterly reports on PROJECT operations as described in the CONTRACT and delineated in DIVISION established quarterly monitoring forms which include client specific data, within thirty calendar days after the end of the quarter. An annual report shall include both quarterly and year end cumulative PROJECT data and shall be submitted to the DIVISION as prescribed within thirty calendar days following each anniversary year of the PROJECT(S) operations. Any operational delays, changes in PROJECT status, staffing, or PROJECT objectives shall be noted within such reports. The DIVISION reserves the right to request additional information in any PROJECT report whenever the DIVISION deems it appropriate or necessary.
- D. Administration of STATE funds for the PROJECT shall be kept separate and distinct from other PROJECT resources utilized for the purposes of providing the specified PROJECT services.
- E. Where the DIVISION deems it necessary, the CONTRACTOR shall establish a separate banking account for the PROJECT.
- F. Where the CONTRACTOR is not a governmental entity, the CONTRACTOR has certified and provided documentation describing and supporting its vendor responsibility determination and understands its obligation to formally communicate to the DIVISION any change in their vendor responsibility disclosure. Documentation shall include a copy of the most recent annual financial audit of the CONTRACTOR.

IV. Termination

- A. The STATE shall have the right to terminate this CONTRACT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.
- B. The STATE may terminate this CONTRACT if aid to localities appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and

availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this CONTRACT shall remain in effect for the duration of such encumbrances or availabilities unless this CONTRACT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this CONTRACT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.

- C. The STATE may terminate the CONTRACT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the DIVISION determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this CONTRACT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.
- D. The STATE may only invoke its right to terminate without cause on June 30, 2008 and on each subsequent anniversary date of the CONTRACT (except for the contractual expiration date), provided the STATE has given written notice to the CONTRACTOR no later than 30 days or more prior to the date of termination, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.
- E. This CONTRACT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.
- F. Written notice of termination, where required, shall be sent by registered mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- G. Upon receipt of termination, the CONTRACTOR agrees to cancel, prior to the effective termination date, as many outstanding obligations as possible, and agrees not to incur any new obligations without written approval of the DIVISION.
- H. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the CONTRACT. In no event shall the STATE be liable for expenses and obligations arising from the PROJECT in this CONTRACT after the termination date.

V. Indemnification

- A. The CONTRACTOR agrees and shall secure agreement from any other identified SERVICE PROVIDER(S) to indemnify and save harmless the STATE, and it's

departments and divisions of and from any and all suits, causes of action, claims, grievances, damages, judgments and costs of every name and description by the CONTRACTOR, any other identified SERVICE PROVIDER(S), and third parties resulting from the acts or omissions of the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) under this CONTRACT unless such injuries occurred due to the intentional or negligent conduct of the STATE, its departments, divisions and employees.

- not
- B. It is mutually understood and agreed between the parties to this CONTRACT that the relationship of the CONTRACTOR and any other identified SERVICE PROVIDER(S) to the DIVISION, is that of an independent contractor for all purposes, including, but limited to worker's compensation coverage, unemployment insurance benefits, social security benefits and retirement membership and credit.

VI. Property

Title to individual equipment costing in excess of \$5000.00 and purchased with STATE funds provided by the DIVISION under this CONTRACT or any amendment thereto shall vest in the CONTRACTOR subject to divestment and return to the STATE upon the completion or termination of this CONTRACT. The DIVISION shall provide the CONTRACTOR with disposition instructions for equipment upon such completion or termination. All equipment purchased with STATE funds provided by the DIVISION shall receive a unique inventory number which will identify the equipment in accordance with this paragraph. Any individual equipment costing in excess of \$5000.00 and purchased with STATE funds provided by the DIVISION shall be reported by the CONTRACTOR utilizing a form furnished by the DIVISION.

VII. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this CONTRACT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs. The CONTRACTOR agrees and shall ensure that all project services are and will be available to all eligible individuals regardless of religious belief or affiliation.
- B. Funds provided pursuant to this CONTRACT shall not be used for any partisan political activity, unionization, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Any subcontract entered into by a CONTRACTOR with any other identified SERVICE PROVIDER(S) shall subject the CONTRACTOR and any other identified SERVICE PROVIDER(S) to the identical requirements of paragraphs A and B of this section.
- D. The CONTRACTOR agrees that all records on this PROJECT shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR

shall ensure that any other identified SERVICE PROVIDER(S) shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The SERVICE PROVIDER agrees to maintain complete confidentiality of all information concerning applicants, employees, PROJECT participants, and their families which it may obtain during the course of performing the services of this CONTRACT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROJECT services, the SERVICE PROVIDER will not release any of said information, including name and addresses, without prior written permission from the DIVISION. Records retention and disposition shall be in accordance with this CONTRACT and any applicable Federal or State laws, rules or regulations. The DIVISION shall have access to all CONTRACTOR and any other identified SERVICE PROVIDER(S) records relating to the PROJECT. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the DIVISION.

- E. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899-aa. The CONTRACTOR shall promptly notify the DIVISION where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

VIII. Miscellaneous

- A. This CONTRACT contains all the terms and conditions agreed upon by the CONTRACTOR and the DIVISION and no other written or verbal contractual agreement, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the CONTRACTOR or the DIVISION or to vary any of the terms or conditions contained herein.
- B. The failure of the DIVISION to insist upon strict adherence to any provision, fiscal obligations, tasks, reporting or other requirement of this CONTRACT shall not be considered a waiver to deprive the DIVISION of the right to insist upon strict adherence to the CONTRACT in the future.
- C. Disputes involving the breach or alleged breach of the CONTRACT may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

- D. If any term or provision of the CONTRACT shall be found to be illegal or unenforceable, then, notwithstanding, the CONTRACT shall remain in full force and effect and such term or provision shall be deemed stricken from the CONTRACT.
- E. If any CONTRACTOR or any other identified SERVICE PROVIDER(S) is a charitable organization required to be registered with the Charities Bureau of the Attorney General's Office pursuant to Article 7-A of the New York State Executive Law or Article 8 of the Estates, Powers and Trusts Law, the CONTRACTOR shall furnish proof of registration to the DIVISION with the application or at the time it executes the CONTRACT. Where a CONTRACTOR and/or any SERVICE PROVIDER(S) is a not-for-profit organization, the CONTRACTOR and/or the SERVICE PROVIDER(S) where applicable, shall ensure it has timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.
- F. Neither party shall be liable for losses, defaults, or damages under this CONTRACT 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 CONTRACT, due to or because of disastrous acts of nature including any earthquake or floods, civil strife, or fire or any other cause beyond the reasonable control that such overcome of the party that was so delayed in performing or so unable to perform provided party was not negligent and shall have used reasonable efforts to avoid and such cause. Such party shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

IX. Appendices

The parties agree to adhere to the following appendices which are herein a part of this CONTRACT:

- Appendix A Standard Clauses as required by the Attorney General for all State contracts
- Appendix B Project Milestones, Outcomes, Costs, and Performance Objectives
- Appendix X Modification Agreement Form

Exhibit 5

NEW YORK STATE
DIVISION OF PROBATION AND CORRECTIONAL ALTERNATIVES
VENDOR RESPONSIBILITY QUESTIONNAIRE
COMPLETED BY THE VENDOR

For Contracts \$100,000 and Over
For Purchase Orders Over \$100,000 that require OSC prior approval

VENDOR RESPONSIBILITY SUMMARY

Procurement laws and guidelines require the award of State contracts to responsible vendors. Vendor responsibility generally means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is the State Agency's responsibility to evaluate the responsibility of a prospective contract/vendor. A responsibility determination, wherein the State determines that it has reasonable assurances that a contractor/vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting Agency and the State against failed contracts.

The following factors are considered in making a responsibility determination:

- Legal Authority to do business in New York State
- Integrity
- Capacity - both organizational and financial
- Previous performance

A contracting Agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire is designed to provide information to assist a contracting Agency in assessing a vendor's responsibility prior to entering into a contract with the vendor.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached response will become part of the procurement record. Please number each response to match the questionnaire.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire carefully. The certification must be notarized.**

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

<p>18. Is the vendor certified in New York State as a (check please):</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE)</p> <p><input type="checkbox"/> Women’s Business Enterprise (WBE)</p> <p><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)?</p> <p>Please provide a copy of any of the above certifications that apply.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above?</p> <p><i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:</p> <p>a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service.</i></p> <p>b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual’s name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i></p> <p>c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual’s name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i></p> <p>d) An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual’s name, business title or consulting capacity and the official political party position held with applicable service dates.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate2 or any person involved in the bidding or contracting process:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p> <p>10. had a license to provide services revoked or suspended.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law; 2. state or federal environmental laws; 3. unemployment insurance or workers' compensation coverage or claim requirements; 4. Employee Retirement Income Security Act (ERISA); 5. federal, state or local human rights laws; 6. civil rights laws; 7. federal or state security laws; 8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
<p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code?</p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>25. During the past three (3) years, has the vendor failed to:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it?</p> <p><i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years?</p> <p><i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known. Use the attached form to complete this question.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>29. In the past five (5) years, has the vendor or any affiliates¹:</p> <p>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b) received an overall unsatisfactory performance assessment from any government agency on any contract; or <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i></p>
<p>30. Please attach a copy of your organization's latest audited financial statements to this questionnaire.</p>

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

NEW YORK STATE CONTRACTS

Name of Funding Agency	Name of Program Contract #	Contract Term	Contract Amount	Purpose of Contract	Contact (Name, Address, Telephone, e-mail if available)
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		