

# Request for Qualifications

## 2014 Weatherization Assistance Program Subgrantee for Parts of Kings and Queens Counties

**Issued: October 10, 2014**

**RFQ # 10102014**

**Proposals Due: December 2, 2014, 5:00 p.m., EST**



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## DIVISION OF HOUSING AND COMMUNITY RENEWAL REQUEST FOR QUALIFICATIONS

### The Lobbying Law designated Contact Officer for this procurement is:

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Division of Housing and Community Renewal  
Hampton Plaza, 38-40 State Street  
Albany, New York 12207  
(518) 474-6434  
Proposal@nyshcr.org

### I. INTRODUCTION

New York State Homes and Community Renewal (“HCR”) consists of seven major housing and community renewal agencies of the State of New York (“State”), including the Division of Housing and Community Renewal (“DHCR” or “Agency”) and the New York State Housing Finance Agency, New York State Affordable Housing Corporation, State of New York Mortgage Agency, State of New York Municipal Bond Bank Agency, Tobacco Settlement Financing Corporation, and the Housing Trust Fund Corporation (and collectively, “Affiliates” of DHCR), working under the leadership of Governor Andrew M. Cuomo and Commissioner/CEO Darryl C. Towns.

DHCR fosters the creation and preservation of high quality affordable housing and strategically revitalizes neighborhoods and communities throughout the State by integrating and leveraging the State’s housing resources. The Agency’s mission is far reaching, encompassing single and multifamily housing finance, home improvement, rent regulation, housing subsidies, and community development. The Agency’s four offices located in New York City, Albany, Buffalo and Syracuse, provide funding for developers, lenders, local governments, and not-for-profit service providers who are committed to empowering low and moderate-income families.

Visit HCR’s website at [www.nyshcr.org](http://www.nyshcr.org) for more information about DHCR and its Affiliates.

### II. PURPOSE

DHCR is seeking applicants to provide weatherization services in parts of Kings and Queens Counties. Services are being solicited for Queens Community Districts 5, 6, 8, 9 and 11, and Brooklyn Community Districts 1 (Greenpoint section only), 4, 5, 16, 17 and 18. Applicants must specify the particular service areas they are applying for in the Proposal Summary. Due to the large area to be covered, it is expected that multiple applicants will be selected who will be required to execute contracts as subgrantees with DHCR.

DHCR will accept proposals in response to this Request for Qualifications (RFQ) from both existing Weatherization Assistance Program subgrantees and other eligible organizations. Additional consideration will be given to existing subgrantees that serve areas contiguous to the community district for which they are applying. DHCR reserves the right to designate a subgrantee for one or more service areas, or to designate a subgrantee for less than the total area requested.

### **III. BACKGROUND**

New York State receives annual allocations of funds from the US Departments of Energy (“DOE”) from the Federal Weatherization Assistance Program allocation and Health and Human Services, from the Federal Low-Income Home Energy Assistance Program, passed through the NYS Office of Temporary and Disability Assistance, to fund the Weatherization Assistance Program (the “Program”). The Program is administered in New York by DHCR.

DHCR administers the Program in accordance with its Weatherization Assistance Program State Plan and with State and Federal goals for the use of Program funds, to ensure long-term public benefit and to optimize results. These goals include:

- Reducing energy use and energy expenditures by low-income households and owners of housing affordable to low-income households;
- Providing assistance to vulnerable populations, including the elderly, families with children, persons with disabilities and Home Energy Assistance Program recipients;
- Improving the health and safety of low-income households, particularly with respect to energy-related building components and systems;
- Advancing the technical capacity of the Program;
- Promoting local economic opportunity;
- Providing opportunity for minority and women-owned businesses;
- Engaging community-based organizations and other local partners; and,
- Accountability and transparency.

This RFQ is intended to solicit subgrantees, but does not make funding available. Annual funding allocations to subgrantees are determined by a formula which takes into account climate and the share of low-income households in each service area. The allocations that result from application of this formula are determined each year through a state planning process. Any applicant designated as a subgrantee in response to this RFQ will be allocated funding through that process, following announcement of designation of subgrantees and notification to DHCR by the Federal government of 2015 funding allocations.

#### **IV. DIVERSITY REQUIREMENTS**

DHCR is committed to awarding contracts to firms that are dedicated to diversity and high-quality services at competitive rates. The Agency requires its subgrantees to recruit and hire subcontractor firms that are certified by the State as minority- and/or women-owned business enterprises (“MWBEs”), as well as firms that are not yet certified, but have applied for certification. All certified MWBEs who may be included as subcontractors pursuant to this RFQ should be registered with Empire State Development. MWBEs that are not certified, but have applied for certification, must provide evidence of filing, including the filing date.

DHCR is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all DHCR contracts, as defined therein, with a value in excess of \$25,000. The Agency requires all successful applicants to recruit and hire M/WBE subcontractors.. For assistance identifying MWBE partners, contact Ms. Janet Kitchen, at [Janet.Kitchen@nyshcr.org](mailto:Janet.Kitchen@nyshcr.org).

For purposes of this solicitation, DHCR has established an overall goal of 20% of total contract expenditures for MWBE participation. Governor Andrew M. Cuomo recently announced that the goal for minority-and-women-owned enterprises (MWBE) state contracting utilization is increasing to 30 percent – as new data showed that New York State has far exceeded the original 20 percent goal. DHCR has not yet completed a timetable for implementation of the higher goals. At this time the goal is 20 percent, but subgrantees should be prepared to meet the higher, 30 percent goal when it is fully implemented.

#### **V. ELIGIBLE APPLICANTS**

Respondents to this RFQ may either be existing subgrantees or other eligible organizations as described below. Each applicant must demonstrate the ability to comply with all rules associated with the Program and show the capacity to successfully complete all functions normally associated with Program work.

In instances where the subgrantee or any of its team members have ownership or financial interest in any buildings to be weatherized under the Program, the subgrantee and team members must disclose their interest to the DHCR as soon as it is known, but in any case prior to commencement of work.

This solicitation is being completed in conformance with the requirements outlined in 10 CFR 440.14 (the Weatherization Assistance Program Final Rule), as amended through September 1, 2014. As outlined below, subgrantees will be selected based upon their qualifications, integrity, experience and ability to manage all responsibilities of a subgrantee to complete energy efficiency projects. Designation of subgrantees will be valid only while funds are available to New York State.

To meet the eligibility threshold, each subgrantee must:

- A. be a not-for-profit, legally incorporated organization, or a unit of local government.
- B. if a not-for-profit organization, meet the charities registration requirements of the State of New York.
- C. be in legal and financial compliance with requirements and regulations established under State and Federal law, with no serious unresolved violations or findings from any government entity.
- D. have at least three years' experience in assisting low-income persons in the community in which it is applying for designation as a weatherization subgrantee (or, be a subsidiary of a not-for-profit organization that otherwise meets all eligibility requirements and has three years' experience working in the community).
- E. have expertise in providing energy conservation programs including management capability, technical skills, and outreach capabilities, or have experience in housing or construction management programs.

## VI. KEY EVENTS/DATES

Event	Date
Issuance of RFQ	October 10, 2014
Applicants Conference 25 Beaver Street New York, NY 10004	October 28, 2014 at 1:00 pm EST
Deadline for RFQ Questions	November 5, 2014, 5:00 pm, EST
Deadline for Responses to RFQ Questions	November 12, 2014
Proposal Submission Deadline	December 2, 2014, 5:00 pm, EST
Anticipated Selection Date	January 31, 2015
Anticipated Date for Execution of Contract	April 1, 2015

DHCR reserves the right to modify this schedule at its discretion. Notification of changes in connection with this RFQ will be available to all interested parties via the Agency's web page at <http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm>

## VII. SCOPE OF WORK

Services to be performed by subgrantees will include, but not be limited to the following:

- A. outreach and identification of appropriate properties;
- B. determination of income eligibility for assisted households;
- C. assessment of the energy use, safety and structural conditions of buildings proposed to be weatherized;
- D. installation of cost effective energy-saving measures and supervision of workers and subcontractors;
- E. identification and mitigation of related health and safety concerns;
- F. maintenance and submission of required financial reports and records;
- G. identifying and securing other sources of funding to leverage Program investments; and,
- H. compliance with State and Federal Program rules, including Program quality control and quality management requirements.

DHCR is responsible for overall monitoring and oversight and provides an ongoing training program to improve services. Subgrantees are responsible for administration of the Program in the areas designated as their service area. DHCR will reimburse subgrantees for eligible costs upon verification that work was completed to applicable standards. Under certain circumstances, funds may be advanced upon contract execution to facilitate cash flow.

DHCR provides funding to subgrantees for administrative costs, not to exceed five percent of the total award amount. Administrative funding may be used by subgrantees to cover costs that are necessary for the organization to operate the Program. Typical expenditures in this category are wages and fringe benefits for executive, accounting, and administrative personnel working on the program, and indirect costs. As with the other weatherization cost categories, costs applied to administration must be actual and allowable under the DOE Financial Assistance Rule (10 CFR Part 600).

DHCR provides funds to subgrantees to install cost-effective energy efficiency and related health and safety measures, as permitted by federal regulations. The work done in each unit is determined by a DOE-approved energy audit. Generally, this work consists of air sealing, insulation, window and heating system repairs or replacement, electric base-load reduction measures, and work that mitigates energy-related health and safety concerns. Other than health and safety measures, only those measures with a savings-to-investment ratio of 1.0 or greater can be installed by subgrantees. In other words, the cost of installing each energy conservation measure in a building must not exceed the savings that can be expected during the normal life of the installed measure.

Any materials used must meet the standards listed in 10 CFR 440, Appendix A, or otherwise be approved by DOE for use in the program. Labor to install eligible measures may be performed by subgrantee staff or by subcontractors, and is reimbursed for eligible program activities only. DHCR closely monitors subgrantees to ensure compliance with Federal and State program rules, quality standards and financial accountability. All work installed must meet DOE and DHCR quality standards.

Work can only be installed in buildings that meet Program income eligibility requirements. Generally, this means that the building must be occupied by eligible households; in rental properties, at least 66% of the units must be occupied by income-eligible households. Income eligibility for the Program is set at 60% of the State's median income. This threshold has been selected by New York in accordance with federal HEAP regulations (Public Law 97-35, Sec. 2605 (b) (2) (B) and 10 CFR Part 440.22(3)). Note that this income limitation is different from that used in many affordable housing programs. Subgrantees should be prepared to coordinate work with other housing programs and comply with Program income eligibility limits, even where other programs have differing eligibility requirements.

Subgrantees are required to give priority for service to households with elderly persons, households with children under 18 years of age, households containing persons with disabilities and HEAP recipients with extremely high energy use or certain other high needs. Subgrantees must have the capacity to work on all residential building types in their designated service area, including multifamily buildings and smaller residential buildings.

## **VIII. REQUIRED PERFORMANCE STANDARDS**

If selected, applicants responding to this RFQ agree to complete all proposed work in accordance with applicable program rules, regulations and guidance, and as set forth in a duly executed agreement. Expenditure and unit production goals are established at the beginning of each program year and generally must be met within 12 months of the program year start date.

The Weatherization Policies and Procedures Manual (PPM) very specifically outlines the administrative and field deliverables associated with the Program. All subgrantees must agree to conduct Program activities in accordance with the governing rules and regulations. Failure to meet program requirements or contract deliverables could result in sanctions, contract termination or other penalties.

Each applicant who is selected as a subgrantee will negotiate an agreement with DHCR. It is anticipated that the performance standards listed below will be incorporated into that contract. However, DHCR reserves the right to add, delete, amend or adjust specific performance standards at the time of contract negotiation and execution. If the applicant proposes to deviate from any of the standards listed below, the revised standard and an

explanation must be provided in the “Approach and Methodology” section of the Application Narrative.

#### **A. TECHNICAL CAPACITY**

The subgrantee must comply with the following DHCR and DOE standards and practices, as well as all applicable codes, ordinances and laws:

1. The Materials Standards included in 10 CFR Part 440, Appendix A.
2. Weatherization Assistance Program *Standard Work Specifications*
3. DHCR *Policy and Procedures Manual*
4. *New York State Weatherization Assistance Program Small Buildings Field Guide*

#### **B. BUSINESS CAPACITY**

The subgrantee must maintain sufficient staffing levels and facilities to operate the Program, provide one-on-one assistance to property owners and tenants, and promptly and properly complete all work required by the Agreement with DHCR. The subgrantee must also provide a management plan, identify key staff, partners and subcontractors, and provide a timeline for implementation.

#### **C. FINANCIAL CAPACITY**

The subgrantee must demonstrate ongoing financial stability and sufficient access to capital and resources to sustain service for the next four years. This may include providing yearly audited financial statements.

#### **D. MWBE PARTICIPATION**

The subgrantee must demonstrate evidence of [good faith efforts](#) to meet the Agency’s MWBE participation goals.

### **IX. ADMINISTRATIVE INFORMATION**

#### **A. QUESTIONS FROM APPLICANTS AND UPDATES TO THE RFQ**

Applicants may submit their questions regarding this RFQ by email to [kenneth.ford@nyshcr.org](mailto:kenneth.ford@nyshcr.org) and [charles.mcphillips@nyshcr.org](mailto:charles.mcphillips@nyshcr.org) no later than the deadline for questions set forth in the “KEY EVENTS/DATES” section of this RFQ. The “Subject” line of the email should indicate “2014 Weatherization Program - RFQ Questions.”

Answers to all substantive questions will be posted in a timely manner on the [HCR website's "Procurement Opportunities" page](#). Questions submitted after the deadline will not receive a response.

The timeline and target dates for this RFQ are subject to change. Proposers should check the [HCR website "Procurement Opportunities" page](#) for updates to the RFQ timeline and other important information.

An electronic version of this RFQ will be posted on the HCR website in addition to any subsequent changes, additions, or deletions to the RFQ. Applicants are encouraged to check the HCR website frequently for notices of any clarifications, changes, additions, or deletions to the RFQ.

## **B. PROCUREMENT LOBBYING LAW REQUIREMENTS**

Pursuant to State Finance Law ("SFL") §§139-j and 139-k, this RFQ imposes certain restrictions on communications between DHCR, including its Affiliates, and an Offeror (as that term is defined at SFL §139-j(h)), during the application and evaluation process. An Offeror is restricted from making contacts that a reasonable person may infer were intended to influence the selection of an applicant to perform the proposed professional services in this RFQ, from the date of publication of this RFQ until the awarding of a contract(s) by DHCR (the "Restricted Period"), with anyone other than the designated staff member named below, unless it is a contact that is included among certain statutory exceptions set forth in SFL §139-j(3)(a). Employees of DHCR, including any employees of its Affiliates, are required to obtain certain information when contacted during the Restricted Period and include it in the procurement record for the contract. In addition, the Agency is required to make a Determination of Responsibility of the applicant under the SFL prior to the award of any contract. Findings of non-responsibility can result in denial of a contract award and, in the event of two (2) findings within a four (4) year period, an applicant will be debarred from obtaining governmental contracts for a four (4) year period.

For more information, please refer to the following website:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/Faq.htm>

For all Lobbying Law Contacts, contact:

Kenneth J. Ford, Contact Officer  
Division of Housing and Community Renewal  
Hampton Plaza, 38-40 State Street  
Albany, NY 12207  
(518) 474-6434  
[Proposal@nyshcr.org](mailto:Proposal@nyshcr.org)

If you have inquiries regarding this RFQ or would like to contact DHCR regarding issues not relating to Lobbying Law Contacts, please contact:

Charles McPhillips, Weatherization Assistance Program  
Division of Housing and Community Renewal  
Hampton Plaza, 38-40 State Street  
Albany, NY 12207  
(518) 486-7083  
[Charles.McPhillips@nyshcr.org](mailto:Charles.McPhillips@nyshcr.org)

Other than the two contact persons identified above, prospective Applicants shall not approach DHCR employees, or any employees of the agencies that constitute HCR, during the Restricted Period about any matters related to this RFQ or any applications (s) submitted pursuant thereto.

Applicants are required to review Procurement Lobbying Provisions and Forms and submit a completed Affirmation of Understanding of an Agreement Pursuant to State Finance Law S139-j (3) and S139-j (6) (b) and Certification of Compliance with State Finance Law S139-k (5), as provided in Tab 3 of this RFQ.

#### **C. METHOD OF AWARD**

The method of award will be based on a review of the qualifications of those applicants that respond to this RFQ. See Section XII for details on the ranking and selection process.

A review team will consider the experience, capacity, and methodology presented by each applicant to determine which proposal best meets the needs of the Agency. DHCR will issue a notice of contract award to the selected applicants(s) via e-mail and/or US mail. DHCR will issue a notice of non-award to non-selected applicants via e-mail and/or US mail.

#### **D. TERMS OF CONTRACT**

The term of the contract is anticipated to commence on or about April 1, 2015 and will be for a period of twenty-seven months, subject to approval by the Office of the State Comptroller (“OSC”) and the Office of the State’s Attorney General (“OAG”) and contingent upon the availability of funding.

The successful applicants will be required to execute contracts as subgrantees with DHCR. The contracts will incorporate the [NYS Standard Clauses for Contracts](#), hyperlinked herein as Appendix A together with a Services Level Agreement that includes a Security Plan.

DHCR may, upon thirty (30) days' notice, terminate the contract(s) resulting from this RFQ in the event of a Subcontractor's failure to comply with any of the requirements set forth in this RFQ or in the Contract unless the Subcontractor previously obtained a waiver of the requirement.

In addition, DHCR may also terminate any contract resulting from this RFQ upon ten (10) days' notice if a subgrantee makes any arrangement or assignment for the benefit of creditors.

Further, DHCR shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFQ or any unit portion thereof, with or without cause, by giving a thirty (30) day written notice to the subgrantee.

DHCR reserves the right to terminate a contract resulting from this RFQ process in the event it is found that a certification filed by the subgrantee in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DHCR may exercise its termination right by providing written notification to the Contract awardee.

## **E. PARTICIPATION OF MWBEs AND EQUAL EMPLOYMENT OPPORTUNITIES**

DHCR is committed to affording MWBEs the opportunity to participate in the performance of the contract to be awarded for this RFQ project. Accordingly, any contract awarded under this RFQ will promote, and assist in, the participation of certified MWBEs.

### **1. New York State Law**

Pursuant to [New York State Executive Law Article 15-A](#) ("Article 15-A"), DHCR recognizes its obligation to promote opportunities for maximum feasible participation of certified MWBEs and the employment of minority group members and women in the performance of DHCR contracts.

In 2006, the State commissioned a disparity study to evaluate whether MWBEs had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "[The State of Minority and Women-Owned Business Enterprises: Evidence from New York](#)" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of MWBEs in State procurement contracting versus the number of MWBEs that were ready, willing, and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the MWBE program. The recommendations from the Disparity Study culminated in the enactment and the implementation of Article 15-A, which requires, among other things, that DHCR establish goals for maximum feasible participation of State-

certified MWBEs and the employment of minority group members and women in the performance of DHCR contracts.

## **2. Business Participation Opportunities for MWBEs**

DHCR is committed to achieving significant MWBE participation in its contracts and applicants who are awarded contracts as subgrantees are required to include certified MWBEs as subcontractors and/or suppliers to provide MWBEs the opportunity to participate in the provision of services performed under the contracts awarded pursuant to this RFQ.

Note that pursuant to Article 15-A, subgrantees must document [good faith efforts](#) to provide meaningful participation by MWBEs. Willful and/or intentional violation of this obligation may result in the imposition of liquidated damages or other appropriate sanctions, including, without limitation, suspension of any future contracts with DHCR and monetary payments based on the MWBE goal shortfall. Subgrantees will be required to provide such information pursuant to the terms of their contracts within the time set forth therein.

The directory of State's certified MWBEs can be viewed at:  
<http://www.esd.ny.gov/MWBE.html>.

## **F. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE**

DHCR is committed to awarding a contracts to subgrantees that will provide high-quality services. Subgrantees are encouraged to substantially perform the Scope of Work, as described in this RFQ, from an office(s) or location(s) within New York State.

New York State businesses have a substantial presence in State contracts and strongly contribute to the economics of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, Subgrantees are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the DHCR awarded contract. Such partnering may be as subcontractors, suppliers, providers of office and work space, and/or other supporting roles.

Applicants must be aware that all authorized users of the awarded contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in DHCR contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to

the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract award, thereby benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. DHCR therefore expects the successful applicant to provide maximum assistance to New York businesses in its use of the awarded contract. The potential participation of all kinds of New York businesses will deliver great value to the State and its taxpayers.

#### **G. IRAN DIVESTMENT ACT ("ACT")**

By submitting an application in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, the applicant certifies that it is not on the "[\*Entities Determined To Be Non-Responsive Proposers Pursuant to The New York State Iran Divestment Act of 2012\*](#)" list ("Prohibited Entities List") posted on the website of the State's Office of General Services and further certifies that it will not utilize on such DHCR contract award any subcontractor or partner that is identified on the Prohibited Entities List. Additionally, the applicant is advised that should it seek to renew or extend a contract awarded in response to this solicitation, it must provide the same certification at the time the contract is renewed or extended.

During the term of the contract, should DHCR receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHCR will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DHCR shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DHCR reserves the right to reject any proposal, application, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

#### **H. VENDOR RESPONSIBILITY**

Applicants are required to complete, certify, and submit a Vendor Responsibility Questionnaire as part of their application documents.

Applicants are encouraged to file the required Vendor Responsibility Questionnaire online via the New York State VendRep Systems or may choose to complete and

submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the instructions available at:

<http://www.osc.state.ny.us/vendrep>

If enrolled, you can log-in directly to the VendRep system online at:

<https://portal.osc.state.ny.us>

For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672, or by email to:

[helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us)

Applicants opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website.

#### **I. SALES TAX CERTIFICATION**

If relevant, pursuant to New York State Tax Law Section 5(a), the successful applicants and their affiliates and/or sub-contractors will be required to certify to the New York State Department of Taxation and Financial Services that they are registered to collect New York State and local sales and compensating use taxes, as provided in Tab 3 of this RFQ.

#### **J. CONSULTANT DISCLOSURE**

Pursuant to New York State Finance Law Section 163(4)(g), the successful applicants and their sub-contractors must submit the annual employment report, Form A – State Consultant Services Contractor's Planned Employment from Contract Start Date through the End of the Contract Term upon notification of award. The completed Form A must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

This form is required for firms that provide consulting services, such as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

#### **K. WORKERS COMPENSATION INSURANCE AND DISABILITY BENEFITS INSURANCE**

The successful applicants must submit the following documentation within 48 hours of notification of selection for award.

1. **Workers' Compensation Documentation.**

Upon notification of award, the successful applicants will be requested to submit one of the following forms as Workers Compensation Insurance documentation:

- CE-200 – Certificate of Attestation for New York Entities with No Employees and Certain Out-of-State Entities, that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; or

C-105.2 – Certificate of Workers' Compensation Insurance (or U-26.3 if insured through the State Insurance Fund); or

- SI-12 – Certificate of Workers' Compensation Self-Insurance (or GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance).

2. **Disability Insurance Documentation.**

Upon notification of award, the successful applicants will be requested to submit one of the following forms as Disability documentation:

- CE-200 – Certificate of Attestation for New York Entities with No Employees and Certain Out-of-State Entities, that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; or
- DB-120.1 – Certificate of Disability Benefits Insurance; or
- DB-155 – Certificate of Disability Benefits Self-Insurance.

ACORD forms are not acceptable proof of insurance. Further information is available at the Workers Compensation Board website, which can be accessed through this link: <http://www.wcb.ny.gov> .

Please note that these forms are not required as part of the application.

In the event that subcontractors have not been selected at the time of the award notice, such documentation must be provided prior to the commencement of any work pursuant the contract entered into between the subgrantee and DHCR.

**L. NEGATIVE FINDINGS**

An application may be rejected at any time during the evaluation process and

thereafter if there are any adverse findings that would prevent DHCR from selecting the applicant. These findings may pertain to: the applicant; any firm listed as a partner, sub-consultant, or subcontractor in the application; any owners, primary shareholders, or executive staff in the applicant or any of its partners; or any of the principal staff expected to perform or supervise the work outlined in the Scope of Work. Such adverse findings include, but are not limited to:

- Negative findings from the New York State Inspector General, a federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state;
- Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York State or another state;
- Pending or unresolved litigation with the Federal government, any State government, or a local municipality regarding contract performance;
- Arson conviction or pending case;
- Harassment conviction or pending case;
- Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings;
- In rem foreclosure;
- Sale of tax lien or substantial tax arrears;
- Fair Housing violations or current litigation;
- Defaults under any Federal, State or locally-sponsored program;
- A record of substantial building code violations or litigation against properties owned and / or managed by the applicant or by any entity or individual that comprises the applicant;
- Past or pending voluntary or involuntary bankruptcy proceeding;
- Conviction for fraud, bribery or grand larceny; or
- Listing on the federal or State excluded parties lists.

If the applicants believe that any of the adverse findings listed above may be applicable to their organization, or any person or entity partnering with their organization, they should provide a detailed explanation of the finding either in the Applicant Disclosure of Prior Non Responsibility Determinations Form, as provided in Tab 3 of this RFQ, or in an attached sheet. Failure to disclose any relevant findings may result in disqualification of the application.

#### **M. DEBRIEFING AND PROTEST**

Consistent with New York State Finance Law Section 163(9)(c), any applicant not selected for award may, within ten business days of notice of the contract award, request a debriefing to discuss the evaluation of its application. A debriefing must be requested in writing and the request shall be submitted to the Contact Officer in accordance with Section IX (B) of this RFQ.

An applicant will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled within ten business days of receipt of written request by DHCR, or as soon after that time as practicable under the circumstances.

An unsuccessful applicant may file a protest concerning the contract award with DHCR's Contract Officer at the above address within ten business days from the date of the notice of the contract award, except that any protest concerning the terms and conditions of the solicitation (or other matters that would be apparent to an interested party prior to the date set in this RFQ for the receipt of applications) must be filed on or before the date set in this RFQ for the receipt of applications.

## **N. RESERVED RIGHTS**

DHCR reserves the right to:

- Reject any or all applications received in response to the RFQ;
- Withdraw the RFQ at any time, at DHCR's sole discretion;
- Make an award under the RFQ in whole or in part;
- Disqualify any applicant whose qualifications, conduct and/or application is incomplete or fails to conform to the requirements of the RFQ;
- Seek clarifications and revisions of applications;
- Use information obtained through DHCR's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to DHCR's request for clarifying information in the course of evaluation and/or selection under the RFQ;
- Prior to the contract award, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the contract award, direct applicants to submit modifications addressing subsequent RFQ amendments;
- Change any part of the scheduled timeline;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective applicants;
- Waive any requirements that DHCR deems are not material;
- Negotiate with the successful applicant within the scope of the RFQ in the best interests of the State;
- Conduct contract negotiations with the next responsible applicant, should DHCR be unsuccessful in negotiating with the selected applicant;
- Utilize any and all ideas submitted in the applications received;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an application and/or to determine an applicant's compliance with the requirements of the solicitation.

Depending on the nature of the procurement, there may be additional State reserved rights beyond those presented here. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the contract award.

## **X. CONTENT OF PROPOSALS**

Applications must demonstrate that the applicant is qualified to perform the Scope of Work based on prior relevant professional experience, proposed work plan, methodology, timeline, staffing plan, MWBE participation, and applicant organization's financial statements. DHCR will conduct a comprehensive review of each application to determine which applicants will provide the "best value" by optimizing quality, experience, efficiency and the capacity to complete the work with the allocated grant funds.

Each application must include the information and documentation listed below in the order in which it is requested. An application that does not include all required information and completed forms may be rejected.

Applicants should prepare their submissions by addressing each item outlined below in the order that it appears and use the same number in the response. Elaborate and expensive presentations are not required and will not contribute to a more positive evaluation of the application. However, be sure to provide all of the information requested. Meeting all requirements of this solicitation is entirely the responsibility of the applicant. DHCR is under no obligation to review incomplete applications.

The completed Cover Letter and Narrative must not exceed 22 letter-size pages (single or double spaced, minimum 12 point font, and at least one inch margins). The 22 page limit does not include résumés, references, and other attachments required in Tabs 2 and 3.

### **A. PART I**

#### **1. Tab 1: Cover Letter (not to exceed 2 pages)**

The applicant's Cover Letter must include:

- a. A summary of the applicant's organizational history and legal structure (i.e. not for profit organization or unit of government)
- b. A summary of the application's qualifications;
- c. The applicant's name, address, telephone number, fax number, email address and website address, if applicable;
- d. The name, title, telephone number, fax number and email address of the individual within the applicant organization who will be DHCR's primary contact concerning the application;

- e. The names of the primary staff personnel who will provide services to DHCR;
- f. The contact name, telephone number, fax number and email address for the firm(s), if any, with which the applicant intends to partner in undertaking the Scope of Work; and
- g. Written certification that the information contained in the application is true and accurate and that the person signing the cover letter is authorized to submit the application on behalf of the applicant.

**2. Tab 2: Narrative (not to exceed 20 pages)**

In the Narrative, the applicant must demonstrate that it has the necessary experience, expertise, staffing capacity, and methodology to meet or exceed all of the minimum qualifications and Required Performance Standards, and to successfully provide all of the tasks and deliverables outlined in the Scope of Work. The narrative must include:

- a. **Experience.** Provide a brief narrative that lists relevant experience of the applicant. Each of the following areas below must be addressed, and relevant experience over the last five years must be included:
  - i. Related programs or services provided by the applicant. Provide funding level for each program or service.
  - ii. Experience providing services to low-income households in the community in which the applicant seeks designation.
  - iii. Management and delivery structure of the programs or services provided.
  - iv. Referral and outreach mechanisms used previously to reach eligible populations.
  - v. Experience providing programs or services in which applicant participated in the performance of energy efficiency activities including audits and building shell improvements. Provide funding level and number of units assisted.
  - vi. Experience with use of consumer education components including reviewing utility bills, knowledge of gas and electric consumption and usage.
  - vii. Experience with lead-based paint hazard control or other health and safety work.
  - viii. Experience providing services that included in-home visits.
- b. **Current Capacity and Qualifications.** Attach the résumés and professional qualifications of the applicant’s key staff to be assigned to work on the Program, including degrees, licenses and years of relevant experience. Specifically, identify people currently employed by the applicant who will serve in key roles. In addition, identify partners and subcontractors, who the applicant will engage with. If any of the

applicant's partners or subcontractors are certified MWBEs in New York State, those firms should be clearly identified.

Provide an organizational chart for the operation of the Program that clearly illustrates where all technical, fiscal and program management functions will fit in the overall organizational framework. Identify staff that are already employed by the applicant, and provide a plan for hiring any additional staff needed. The applicant must provide a staffing plan that demonstrates that the applicant will have qualified staff to perform all aspects of the Program. The applicant must submit on behalf of all contractors that it has plans to include on its team.

The response must list all key personnel that will develop, operate and oversee the Program. For each person, provide the following:

- i. Experience, including number of years, in energy management in a fee for service environment, electric and gas reduction, energy auditing experience, or energy education.
- ii. Number of years working in energy efficiency programs and the names of the programs.
- iii. Educational background and any professional licenses held.
- iv. Certification held in building science, lead-safe work and other relevant areas.
- v. Current responsibilities by program and percentage of time committed.
- vi. List of relevant training attended.

c. **Qualifications and Quality Assurance.** Describe the applicant's qualifications and methods that will be used to ensure quality assurance in implementing the Program as a subgrantee under this solicitation (if selected).

- i. Provide a thorough explanation of how the applicant will ensure quality assurance and seek customer feedback for services provided by both internal staff and subcontractors used by the applicant.
- ii. Provide a description of how the information from both internal and State inspections, monitoring and other reviews will be disseminated to staff and subcontractors.
- iii. Demonstrate the ability to:
  - b. Prepare and track a budget for implementing a local weatherization program;
  - c. Submit accurate financial and production reports in a timely manner;
  - d. Comply with federal limits on administrative expenses;
  - e. Ensure rigorous, unbiased, and accurate final inspection of all completed units;

- f. Provide adequate technical training for auditors, technicians, and inspectors directly employed by the local agency, and ensure that subcontractors receive appropriate technical training;
  - g. Ensure that weatherization work complies with state technical program standards, US Department of Energy quality work requirements and quality plan requirements;
  - h. Coordinate resources from multiple sources; and
  - i. Develop and implement innovative leveraging strategies.
- d. **Financial Management Capacity.** Submit evidence of financial management capacity to provide the Program services outlined in the Statement of Approach. Include each of the following:
- i. Description of accounting practices, internal controls, reporting and billing procedures and related financial management practices. State whether Generally Accepted Accounting Principles are used. Identify all financial software used.
  - ii. Applicant's standards of financial accountability, audit submission practices and internal controls.
  - iii. A copy of the most recent audited financial statements, by division or program, certified by a certified public accountant, including balance sheet and income statement, dated within 12 months of filing.
  - iv. A reference from a financial institution including name of financial institution, name of individual, address, and telephone number.
  - v. Cost allocation plan for any space, supplies, or equipment that will be shared with other programs.
  - vi. Copies of tax returns for the past three years.
- e. **Approach and Methodology.** The applicant must submit a detailed Management Plan that establishes goals, sets target dates, and identifies the intended methodology to perform each of the tasks and deliverables in the Scope of Work. The Management Plan must demonstrate how the Proposer would eliminate or minimize a disruption in service during any start-up period that is necessary. The work plan must describe how the organization plans to provide services to meet the needs of the various components of the Program. The applicant should address all components and demonstrate their competency to deliver all services efficiently and effectively. Include an organizational chart showing lines of responsibility and positions that will work on the Program.

The following items must be addressed in the Management Plan:

- i. Methods for delivering each component of the weatherization process required in the PPM. Include intake and income eligibility determinations of residents, building analysis, work scope development, financial analysis, feasibility determinations, securing

- owner contributions, fiscal tracking, procurement, production data entry and other administrative functions, inspections, quality control, reporting and record-keeping.
- ii. Staffing plan – use of in-house employees, subcontractors or a combination of both. Include a listing of all personnel, including volunteer and paid staff, who will be associated with the Program.
  - iii. Description of how weatherization projects will be identified and prioritized.
  - iv. Building assessment procedures, including the type(s) of energy audit that will be used and whether audits will be conducted by the applicant or by an independent firm.
  - v. A training plan that describes how new and existing staff will be trained, including certifications that will be required for staff.
  - vi. Procedures for coordinating weatherization activities with other existing programs administered by the applicant. Include a complete listing of all other programs that the Program will be coordinated with, and address the potential impact these programs could have on each other in regard to staff time, scheduling and production.
  - vii. List any financial resources that your organization has available to leverage WAP funded activities in the buildings proposed to be completed under this RFQ. Examples of leveraged resources include other grant sources, foundation support, utility programs and in-kind activities. Evidence of any sources of leverage should be provided, including any in-kind support that will be utilized.
  - viii. Provide a schedule that includes training, ramp up, first weatherization projects completed, and full production. Assume an April 1, 2015 start date.
  - ix. If using contract services from another organization or individual, the following information is required:
    - a. Name of the contractor and services that they will provide.
    - b. Method for ensuring contractors or partners meet all requirements.
    - c. A statement of the contractor's current business activity, qualifications, and experience with similar contracts.
    - d. Description of the method for assuring quality of work performed by contractors or partners.
- The applicant must indicate the extent to which the subcontractors and suppliers will be drawn from those located within the State of New York and plans to recruit MWBEs.

**3. Tab 3: Administrative Requirements (page limit does not apply to this tab)**

Proposers must fully complete and submit the following required forms and information:

- i. EEO Staffing Plan, MWBE Utilization Form, MWBE/EEO Policy Statement Form, Company Demographic Profile and EEOC Statement, attached hereto collectively **as Exhibit A**. Provide the following information, as applicable, as part **of Exhibit A**.
  - If the applicant's partner or subcontractor is a State-certified MWBE, documentation evidencing registration. For MWBEs that are not certified but have applied for certification, documentation evidencing the application with the New York State Department of Economic Development, including the filing date.
  - Descriptions of the instances, if any, in which the applicant has worked with MWBEs on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Such statement should include the nature of the engagement, how such arrangement was structured and a description of how the services and fees were allocated.
  - A statement by the applicant indicating its willingness, if any, to engage in MWBE partnering or mentoring arrangements with a MWBE selected by the applicant. Such statement should include an explanation of how the applicant would structure such an arrangement and allocate services and fees between the firms.
- ii. Lobbying Forms, attached hereto collectively **as Exhibit B**.
- iii. Contractor/Vendor Information form, attached hereto **as Exhibit D [please note that Exhibit C is not required for this RFQ]**.
- iv. Iran Divestment Act Certification, attached hereto **as Exhibit E**.
- v. Sales Tax Certification (ST-220 Form), attached hereto **as Exhibit F**.
- vi. Vendor Responsibility Questionnaire – If the applicant submits the Vendor Responsibility Questionnaire electronically, the applicant must provide the firm's Vendor identification number to DHCR. Provide paper Questionnaire or firm's Vendor identification number **as Exhibit G**.
- vii. Consultant Disclosure, attached hereto **as Exhibit H**.
- viii. Certificate of Insurance evidencing the applicants General Liability and Errors and Omissions insurance coverage. Minimum acceptable limits are **\$1,000,000** per occurrence for General Liability and **\$1,000,000** per occurrence for Errors and Omissions. Provide evidence of insurance **as Exhibit I**.
- ix. Proposer's most recent two years of audited financial statement or the federal tax returns, to be provided **as Exhibit J**.

- x. A statement indicating whether performing services for DHCR would create any potential conflict of interest, or appearance of impropriety, relating to other clients / customers of the applicant or former officers and employees of DHCR. Indicate what procedures will be followed to detect, notify DHCR of, and resolve any such conflicts.

A statement by the applicant disclosing in the affirmative or in the negative whether its entity, any of its members discussed, or members of any subcontractors in Tab 2, or its intended partner or any of its intended partner's employees, has been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics (JCOPE) or its predecessor State entities (collectively, "Commission"), and if so, a statement briefly describing how any matter before the Commission was resolved or whether it remains unresolved.

Provide information requested in this subsection x as **Exhibit K**.

- xi. Each applicant must certify on the Vendor Responsibility Questionnaire that it is not an excluded party and has not been suspended or debarred as a result of any government procurement. The applicant must ensure that it does not award bids to any subcontractor that is excluded due to debarment or suspension. The applicant is required to register in the System for Award Management (SAM) at the following web address, <https://www.sam.gov/portal/public/SAM/> and to ensure that each subcontractor is registered.

Applicants who are not registered with SAM should allow several days to complete this requirement. It is suggested that the process be started as soon as possible. Selected applicants who become subgrantees must update their SAM registrations annually. For questions on SAM registration, call 866-606-8220 or 334-206-7828.

- xii. An operational budget for the applicant organization for the current corporate fiscal year showing revenue and expenses for all sources and uses, as **Exhibit M**. It should be noted that reimbursement for work performed by subgrantees will be paid based upon satisfactory completion of specified deliverables, based upon the budget and scope of work approved by DHCR after subgrantees are selected.

## **XI. SUBMISSION OF APPLICATIONS**

Only complete applications prepared in a format consistent with the instructions provided in this RFQ will be considered and evaluated. In all instances, DHCR's determination regarding an application will be final. Applications not organized in the manner prescribed in this RFQ may be considered non-responsive, at DHCR's sole

discretion. Applicants may not refer to other parts of the proposal, to information that may be publicly available elsewhere, or to the applicant's or other websites in lieu of answering a specific question.

#### A. APPLICATION SUBMISSION INSTRUCTIONS

1. Applications must be delivered by email no later than: 5:00 pm (EST) on December 2, 2014. In addition, a paper-based 8.5x11 inch format containing original signatures and certifications must be received at DHCR's mailroom no later than 5:00 pm (EDT) on December 2, 2014.
2. Electronic applications must be bookmarked and submitted by email to: Charles McPhillips at [Weatherization@nyshcr.org](mailto:Weatherization@nyshcr.org) in searchable Portable Document Format (PDF) compatible with Adobe Reader XI, version 11.0.4. DHCR will not accept discs, flash drives or FTP file references that require DHCR to download information from the applicant's, or third party's website. If the file is large, it may be submitted in multiple email attachments, with the proper Part One or Part Two label (if applicable) and "1 of X", "2 of X", etc., and the last email as "X of X – Final" for each additional email. This is the only acceptable form of e-delivery.
3. The paper-based original copy must be received at DHCR's Mailroom by the deadline. The address is: NYS DHCR, 38-40 State Street, Albany, NY 12207. The paper based copy must not be permanently bound. The preferred format is three hole punched 8.5x11 sheets in three ring binders.
4. Proposals must be labeled as follows:

Part 1 is the **Cover Letter and Narrative (Tabs 1-2)** sections of this application and the subject line of the email for this section and the envelope or package of the hardcopy containing this section must be labeled: **"2014 Weatherization RFQ – Part 1"**.

Part 2 is the **Administrative Requirements (Tab 3)** section of this application and the subject line of the email for this section and the envelope or package of the hardcopy containing this section must be labeled: **"2014 Weatherization RFQ – Part 2"**.

5. Any application delivered after 5:00 pm (EST), December 2, 2014, will not be opened. Delivery delays shall not excuse late proposal submissions. The applicant is responsible to ensure that its application is delivered on time in a legible format. Complete applications, including all multiple parts, must be received by the deadline in order for an application to be considered submitted on time. The applicant submitting an application assumes all risks

associated with delivery. The determination of whether any application was received on time is at the sole discretion of DHCR.

6. All applications submitted shall become the property of DHCR.

## **XII. EVALUATION, SELECTION, AND NOTIFICATION**

### **A. EVALUATION PROCESS**

Applications must demonstrate that the applicant is qualified to perform the Scope of Work based on prior relevant professional experience, evidence of Requested Performance Standards, proposed work plan, methodology, timeline, staffing plan, M/WBE participation, and budget including, but not limited to, the required documentation submitted in Tab 3 of the proposal.

Applicants must complete and submit all forms, information, and other documentation listed in this RFQ as part of their applications. DHCR may deem an application non-responsive and disqualify an applicant, if any of the required forms, information or other documentation is missing or incomplete. DHCR reserves the right, in its sole judgment, to disregard any apparent errors in an application that it deems insignificant, to accept or reject any or all applications, or to cancel this solicitation and reissue it or another version of it, if DHCR deems that doing so is in the best interest of the citizens of the State of New York.

Upon review of submitted applications, DHCR may, at its discretion, forward to applicants written questions and requests for clarification relating to their applications. Applicants will be provided a reasonable period of time in which to submit written responses to DHCR's requests for clarification.

DHCR reserves the right to conduct in-person, web video, or telephone interviews with applicants for purposes of expanding or clarifying responses.

DHCR, at its sole discretion, will determine which application best satisfies its requirements. DHCR reserves all rights with respect to the award of a contract for this RFQ project. DHCR reserves the right to select an application that, in its sole judgment, is consistent with and responsive to the goals of the Agency. Furthermore, the determination of such selection will be made by DHCR to be in the best interest of the citizens of the State of New York.

All application deemed to be responsive to the requirements of this RFQ will be evaluated to determine if the applicant is a responsible entity and meets minimum qualifications, and scored on M/WBE participation and technical qualities. Applications failing to meet the minimum qualifications or other requirements of

this RFQ may be eliminated from consideration. The evaluation process will be scored based upon the criteria discussed below.

## **B. SCORING AND EVALUATION**

Applications will be evaluated in their entirety and on the ability of the applicant to deliver comprehensive services to the targeted service areas under the Program. Each application that has been determined complete and eligible (threshold review) will be evaluated against the rating criteria for each requirement. The maximum score possible under the RFQ is 100 points.

Each application will be reviewed to determine whether all of the submission requirements listed in this RFQ are present. If the application is not complete it will be disqualified and no further review or evaluation will take place. Applications that are complete will then be evaluated for eligibility. If the application is not eligible it will be disqualified and no further review or evaluation will take place.

Applications that are determined to be complete and eligible will be rated in the following areas:

1. Experience: an evaluation of applicant experience with energy, housing and human service programs, their history of serving the community and the experience of key staff persons (15 Points).
2. Integrity: applicants, their affiliated entities and any partner organizations will be evaluated on their legal and financial history, compliance with Federal and State audit and reporting requirements, character of the organization's leadership and past actions with respect to participation in any government bids or contracts (20 Points).
3. Management Capacity: a determination of whether the organization has the capacity to complete the proposed work plan in a cost-effective, efficient manner within the time constraints of the Program as evidenced by the management plan and supporting documents the applicant submits (15 Points).
4. Technical Capacity: an evaluation of the applicant's ability to manage building assessment, specification/work scoping, construction and quality assurance processes for all residential buildings types, as required for Weatherization projects (20 Points).
5. Financial Management Capacity: applicant financial management, reporting systems and practices, revenue and expenses and internal controls will be evaluated (15 points).
6. Fiscal Stability: an evaluation of applicant fiscal stability based on cash flow, history of paying vendors, debt-to-income ratio, liens, bankruptcies or other judgments and recent audits (15 points).

Rated applications will be ranked by score within each community district. Highly-rated applications may be selected for an interview to verify information included in the proposal. The highest-rated application in each community district will be selected unless one of the following situations exists:

- a. An applicant has the highest-rated proposal in a community district and based on an interview or other available information DHCR determines that information included in applicant's proposal does not accurately represent the applicant's integrity or capacity to administer the program.
- b. An applicant has the highest-rated proposal in more than one community district, and DHCR determines that the resulting service area for the applicant could exceed the applicant's capacity to administer a successful program, based on available information.
- c. An applicant has the highest-rated proposal in a community district and the resulting service area would be too small to administer an effective program.

In making determinations about appropriate service areas, consideration will be given to respondents that are currently administering effective energy efficiency programs and have a history of serving the community.

An Agency Evaluation Committee will independently score each proposal that meets the submission requirements of this RFQ. The Evaluation Committee members will score each Proposer based upon best value and the degree to which the applicant demonstrates the highest probability of satisfactorily providing the specific services outlined in this RFQ. DHCR reserves the right to consider other criteria not specifically identified in this RFQ but in the best interest of the State of New York.

### **C. SELECTION AND NOTIFICATION PROCESS**

DHCR expects to award at least one contract as a result of this RFQ; however, DHCR, in its sole discretion, reserves the right to make no award or to make an award on a portion of the RFQ. It is likely that several contracts will be awarded based upon the size of the community districts to be served and the capacity of the applicants.

DHCR anticipates making a final decision on the selection of successful applicant(s) at the time noted in the Key Events/Dates calendar. Notification of award or non-award will be provided to all applicants.

The RFQ (including all attachments, appendices and hyperlinks), all amendments/clarifications thereto, and the application submitted by the successful applicant(s), and any clarifications thereto, will serve as the basis for, and will be included as appendices to, the contract(s) with DHCR. DHCR will draft a contract that will define the Deliverables and the specific responsibilities of the successful applicant(s).

In the event an agreement cannot be made with the highest rated qualified applicant, DHCR reserves the right to negotiate with the next highest rated qualified applicant.

The delivery of services based on an approved contract is expected to commence on or about the time indicated in the Key Events/Dates calendar.

The contract award is subject to approval of the OAG and the OSC and no work may commence until approved by both review agencies.

Upon contract award, public announcements or news releases pertaining to the contract shall not be made without the prior written consent of DHCR.

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

**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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 Section 165 of the State Finance Law, (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  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY  
NEW YORK STATE AFFORDABLE HOUSING CORPORATION,  
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY, AND  
TOBACCO SETTLEMENT FINANCING CORPORATION  
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

HOUSING TRUST FUND CORPORATION  
DIVISION OF HOUSING AND COMMUNITY RENEWAL  
38-40 STATE STREET, ALBANY, NEW YORK 12207

April, 2014

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## EXHIBIT A

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN  
REQUIREMENTS AND PROCEDURES  
FOR CONTRACTS WITH

NEW YORK STATE HOUSING FINANCING AGENCY  
STATE OF NEW YORK MORTGAGE AGENCY  
NEW YORK STATE AFFORDABLE HOUSING CORPORATION  
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY, AND  
TOBACCO SETTLEMENT FINANCING CORPORATION  
HOUSING TRUST FUND CORPORATION  
DIVISION OF HOUSING AND COMMUNITY RENEWAL  
(individually or collectively, "Agency" or "Agencies")

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY  
NEW YORK STATE AFFORDABLE HOUSING CORPORATION,  
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY, AND  
TOBACCO SETTLEMENT FINANCING CORPORATION  
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

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38-40 STATE STREET, ALBANY, NEW YORK 12207

April, 2014

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**I. General Provisions**

- A. The Agency(ies) is required to implement the provisions of New York State (“State”) Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Housing Trust Fund Corporation, NYS Division of Housing and Community Renewal, New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation (individually, “Agency” and collectively, the “Agencies” or “Agency(ies)”), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix II or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of this procurement, the Agency(ies) overall participation goals for Minority and Women-Owned Business Enterprises (“MWBEs”) are indicated in the solicitation document and contract.
- B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established in section III-A, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY  
NEW YORK STATE AFFORDABLE HOUSING CORPORATION,  
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY, AND  
TOBACCO SETTLEMENT FINANCING CORPORATION  
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

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<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on this Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Agency(ies) for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to the Agency(ies) within seventy two (72) hours after the date of the notice by Agency(ies) to award the Contract to the Contractor.

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY  
NEW YORK STATE AFFORDABLE HOUSING CORPORATION,  
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April, 2014

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3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency(ies) may provide the Contractor or Subcontractor a model statement (see [Form PROC-4 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement](#)).
4. The Contractor’s EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. 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.
  - d. The Contractor will include the provisions of sections (a) through (c) of this subsection and paragraph “E” of this section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Contract.

C. [Form PROC-1 - Staffing Plan](#)

To ensure compliance with this section, the Contractor shall submit a staffing plan to document

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY  
NEW YORK STATE AFFORDABLE HOUSING CORPORATION,  
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April, 2014

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the composition of the proposed workforce to be utilized in the performance of this Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

D. [Form PROC-5 - Workforce Employment Utilization Report \(“Workforce Report”\)](#)

1. Once a Contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Agency(ies) of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the subject Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY  
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April, 2014

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**IV. MWBE Utilization Plan (Form (PROC-2))**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of this Contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Appendix II.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this Contract. Upon the occurrence of such a material breach, the Agency(ies) shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**V. Waivers**

- A. For Waiver Requests Contractor should use Form PROC-3 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Agency(ies), upon review of the Utilization Plan and updated Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

**VI. Quarterly MWBE Contractor Compliance Report (PROC-6)**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE #105) to the Agency(ies) by the 10<sup>th</sup> day following each end of quarter (i.e., March 31<sup>st</sup>,

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY  
NEW YORK STATE AFFORDABLE HOUSING CORPORATION,  
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY, AND  
TOBACCO SETTLEMENT FINANCING CORPORATION  
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

HOUSING TRUST FUND CORPORATION  
DIVISION OF HOUSING AND COMMUNITY RENEWAL  
38-40 STATE STREET, ALBANY, NEW YORK 12207

April, 2014

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June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>) over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

**VII. Liquidated Damages - MWBE Participation**

- A. Where the Agency(ies) determines that Contractor is not in compliance with the requirements of this Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Agency(ies) liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency(ies), Contractor shall pay such liquidated damages to the Agency(ies) within sixty (60) days after they are assessed by the Agency(ies) unless prior to the expiration of such sixtieth (60<sup>th</sup>) day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency(ies).

**ALL FORMS ARE HYPERLINKED**

**EQUAL EMPLOYMENT OPPORTUNITY  
STAFFING PLAN**  
Submit with Bid or Proposal – Instructions on page 2

<b>Solicitation/Program Name:</b>	<b>Report includes:</b> <input type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
<b>Offeror's Name:</b>	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor <b>Subcontractor's name</b> _____
<b>Offeror's Address:</b>	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Workforce by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran		
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		(M)	(F)	(M)	(F)	
Officials/Administrators																
Professionals																
Technicians																
Service Maintenance Workers																
Office/Clerical																
Skilled Craft Workers																
Paraprofessionals																
Protective Service Workers																
Totals																

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
	<b>EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>		<b>SUBMIT COMPLETED WITH BID OR PROPOSAL</b>

**General instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

**Instructions for completing:**

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total workforce.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Workforce by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**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** 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 America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - 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.
- **GENDER** Male (M) or Female (F)

## M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

**Offeror's Name:**

**Federal Identification Number:**

**Address:**

**Solicitation Number:**

**City, State, Zip Code:**

**Telephone Number:**

**Region/Location of Work:**

**M/WBE Goals in the Contract:** MBE    %    WBE    %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

<b>6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).</b>			
<p><b>PREPARED and APPROVED BY:</b></p> <p><b>NAME AND TITLE OF PREPARER (Print or Type):</b></p> <p><b>Signature:</b> _____ Authorized Signature</p> <p><b>DATE:</b></p> <p><b>TELEPHONE NO:</b></p> <p><b>EMAIL ADDRESS:</b></p> <p><b>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</b></p>	<p style="text-align: center;"><b>FOR AGENCY USE ONLY</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><b>REVIEWED BY:</b></td> <td><b>DATE:</b></td> </tr> </table> <p><b>UTILIZATION PLAN APPROVED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    Date:</p> <p><b>Contract No:</b></p> <p><b>Contract Award Date:</b></p> <p><b>Estimated Date of Completion:</b></p> <p><b>Amount Obligated Under the Contract:</b></p> <p><b>NOTICE OF DEFICIENCY ISSUED:</b>    <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p><b>NOTICE OF ACCEPTANCE ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	<b>REVIEWED BY:</b>	<b>DATE:</b>
<b>REVIEWED BY:</b>	<b>DATE:</b>		

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor)\_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location)\_\_\_\_\_

**MWBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from Agency(ies) and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison

He/she is responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

20% Minority and Women's Business Enterprise Participation

10% Minority Business Enterprise Participation

10% Women's Business Enterprise Participation

**EEO Contract Goals**

    % Minority Labor Force Participation

    % Female Labor Force Participation



New York State  
**Homes & Community Renewal**  
 www.nyshcr.org

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

### Company Demographic Profile

(NOTE: Proposers may attach the Employer Information Reports EEO-1 for the last 3 years instead of completing the above table)

Enter the total number of employees in each category identified below.

Job Categories	Total Number of Employees		Report Employees in only one racial/ethnic category)												Disabled		Veteran (military service between 1/1/1963-5/7/1975)	
			Non-Hispanic or Latino										Hispanic or Latino					
			White		Black or African American		Native Hawaiian or other Pacific Islander		Asian		American Indian or Alaskan Native							
Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Services Workers																		
Current Total																		
Temporary/Apprentices																		
Current Total																		
2013 Total																		
2012 Total																		
2011 Total																		



New York State  
**Homes & Community Renewal**  
www.nyshcr.org

**EEOC Statement**

of the  
Division of Housing and Community Renewal,  
New York State Housing Finance Agency,  
State of New York Mortgage Agency,  
New York State Affordable Housing Corporation,  
State of New York Municipal Bond Bank Agency,  
Tobacco Settlement Financing Corporation,  
Housing Trust Fund Corporation  
(individually, "Agency" and collectively, "Agencies")

It is the goal of the Agencies to ensure compliance with the federal Equal Employment Opportunity Act of 1972, as amended. Respondents with fifteen (15) or more employees responding to this solicitation, must submit a statement disclosing whether the Respondent is currently operating under or negotiating, or has at some time in the last five (5) years operated under or negotiated, a conciliation agreement with the Equal Employment Opportunity Commission ("EEOC"); has been, at some time in the last five (5) years, or is currently the subject of a civil action brought against it by the EEOC; has been, at some time in the last five (5) years, or is currently the subject of an action brought against it by the EEOC for permanent, temporary or preliminary relief; has operated, at some time in the last five (5) years, or is currently operating under an order of a court to take affirmative action as a result of a civil action brought against it by EEOC.

Please answer the above question either in the affirmative or negative.

\_\_\_\_\_ Respond YES or NO.

If YES, provide explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date of Respondent's Signature

\_\_\_\_\_  
Print Name of Respondent

EXHIBIT B

(Exhibit B to follow this page)



## **PROCUREMENT LOBBYING PROVISIONS AND FORMS**

### **Policy and Prohibitions Regarding Permissible Contacts during a Covered Procurement**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DHCR and its affiliates and a proposer/bidder during the procurement process. A proposer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the DHCR and, if applicable, Office of the State Comptroller to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. Employees of DHCR and its affiliates are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the proposer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the proposer/bidder is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services' website at: <http://www.ogs.ny.gov/BU/PC/SPC.asp>

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### **Contract Termination Provision**

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



**Affirmation of Understanding of  
Agreement Pursuant to  
State Finance Law §139-j (3) and §139-j (6) (b)**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

---

**Certification of Compliance  
With State Finance Law §139-k (5)**

Proposer certifies that all information provided to DHCR with respect to State Finance Law §139-k is complete, true, and accurate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_



**Proposer Disclosure  
of  
Prior Non-Responsibility Determinations**

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

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

No Yes



6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT C

(Exhibit C to follow this page)

**NON-COLLUSIVE BIDDING CERTIFICATION**  
**Required by Section 2878 of the Public Authorities Law**

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

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

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

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

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

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

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

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

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

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

NAMES      LEGAL RESIDENCE

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Treasurer**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Treasurer**

Identifying Data:

**Potential Contractor:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**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:**

<hr/>	
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By _____	By _____
(Name)	(Name)
_____	_____
Title	
_____	_____
Street Address	Street Address
_____	_____
City and State	City and State

EXHIBIT D

(Exhibit D to follow this page)



NEW YORK STATE HOUSING FINANCE AGENCY  
HOUSING TRUST FUND CORPORATION  
NEW YORK STATE AFFORDABLE HOUSING CORPORATION  
STATE OF NEW YORK MORTGAGE AGENCY  
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY  
TOBACCO SETTLEMENT FINANCING CORPORATION  
DIVISION OF HOUSING AND COMMUNITY RENEWAL

(individually, "Agency" and collectively, "Agencies")

**Contractor or Vendor Information Form**

**Vendor/Contractor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** (\_\_\_\_) \_\_\_\_\_

**Fax Number:** (\_\_\_\_) \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name & Title of Principal(s):** \_\_\_\_\_  
\_\_\_\_\_

**Name & Title of Authorized Signer(s):** \_\_\_\_\_

**Federal Employer Identification Number:** \_\_\_\_\_

**Charities Bureau Registration #:** \_\_\_\_\_  
(Only applies to not-for-profits.)

**Legal Status:** \_\_\_\_\_ **Corporation** \_\_\_\_\_ **Partnership**  
\_\_\_\_\_ **Not-for-Profit** \_\_\_\_\_ **Other** \_\_\_\_\_

(Note: If conducting business under an assumed name (d/b/a), please include evidence of filing of certificate.)

---

## New York State Business Enterprises

1. Is your business a New York State Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle)                      Yes                      No

*“New York State Business Enterprise”* is any business enterprise, including a sole proprietorship, partnership or corporation, which offers for sale, lease or other form of exchange, goods sought by any Agency and substantially manufactured, produced or assembled in New York State, or services, other than construction services, which are sought by any Agency and which are substantially performed within New York State. For purposes of construction services, a New York state business enterprise shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which has its principal place of business in New York State.

### Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economics of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this Agency procurement are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Agency awarded contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of the awarded contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in Agency contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the contract award, thereby benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The Agency therefore expects proposers to provide maximum assistance to New York businesses in their use of the awarded contract. The potential participation of all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

1. Will New York State Businesses be used in the performance of this contract award?

(Please circle)                      Yes                      No

**Minority Owned Business Enterprises**

1. Is your company a Minority-Owned Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle)                      Yes                      No

2. If yes, has your company been certified as a Minority-Owned Business Enterprise?

(Please circle)                      Yes                      No

**Minority-Owned Business Enterprise:** Any business enterprise, including a sole proprietorship, a partnership, or a corporation that is:

- (i) At least 51% percent owned by one or more minority group members;
- (ii) An enterprise in which the minority ownership is real, substantial and continuing;
- (iii) An enterprise in which the minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) An enterprise authorized to do business in New York State and is independently owned and operated;
- (v) An enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certifications, with a person net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- (vi) An enterprise that is a small business<sup>1</sup>

**Minority Group Member:** Any person that is a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

- (i) Black persons having origins in any of the Black African racial groups;
- (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- (iii) Native American or Alaskan native persons having origins in any of the original peoples of North America.
- (iv) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian sub-continent or the Pacific Islands.

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<sup>1</sup>"Small Business" means, unless otherwise indicated, a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of division of minority and women's business development in the department of economic development, but not to exceed 300, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto. The Director may issue regulations on the construction of the terms in this definition.

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**Women Owned Business Enterprises**

1. Is your company a Women-Owned Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle)                      Yes                      No

2. If yes, has your company been certified as a Women-Owned Business Enterprise?

(Please circle)                      Yes                      No

**Women-Owned Business Enterprise:** Any business enterprise, including a sole proprietorship, a partnership, or a corporation that is:

- (i) At least 51% percent owned by one or more United States citizens or permanent resident aliens who are women;
- (ii) An enterprise in which the ownership interest of such women is real, substantial and continuing;
- (iii) An enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) An enterprise authorized to do business in the State of New York and is independently owned and operated;
- (v) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certifications, with a personal net worth that does not exceed \$3.5 million dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- (vi) An enterprise that is a small business<sup>2</sup>

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**Vendor/Contractor Certification:**

*Proposer/bidder certifies that to the best of his/her knowledge and belief, all information contained in this application is true and correct.*

**Name of Contractor or Vendor:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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<sup>2</sup>"Small Business" means, unless otherwise indicated, a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of division of minority and women's business development in the department of economic development, but not to exceed 300, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto. The Director may issue regulations on the construction of the terms in this definition.

EXHIBIT E

(Exhibit E to follow this page)

**IRAN DIVESTMENT ACT**  
**NOTICE FOR SOLICITATIONS**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Proposers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Proposer/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the New York State Division of Housing and Community Renewal (DHCR) receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHCR will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DHCR shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DHCR reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This form must be signed by an authorized executive or legal representative.

EXHIBIT F

(Exhibit F to follow this page)



# Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

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

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_ (insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(sign before a notary public)

(title)

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

### When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?
Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

EXHIBIT G

(Exhibit G to follow this page)

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
NOT-FOR-PROFIT BUSINESS ENTITY**

<b>BUSINESS ENTITY INFORMATION</b>					
Legal Business Name			EIN		
Address of the Principal Place of Business/Executive Office			<u>New York State Vendor Identification Number</u>		
			Telephone ext.		Fax
Email		Website			
Authorized Contact for this Questionnaire					
Name:			Telephone ext.		Fax
Title			Email		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)					
Type	Name	Type	EIN	State or County where filed	Status

<b>I. BUSINESS CHARACTERISTICS</b>					
1.0 Business Entity Type – Please check appropriate box and provide additional information:					
a) <input type="checkbox"/> Corporation (including PC)		Date of Incorporation			
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)		Date Organized			
c) <input type="checkbox"/> Limited Liability Partnership		Date of Registration			
d) <input type="checkbox"/> Limited Partnership		Date Established			
e) <input type="checkbox"/> General Partnership		Date Established		County (if formed in NYS)	
f) <input type="checkbox"/> Sole Proprietor		How many years in business?			
g) <input type="checkbox"/> Other		Date Established			
If Other, explain:					
1.1 Was the Business Entity formed in New York State?					<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where Business Entity was formed:					
<input type="checkbox"/> United States		State _____			
<input type="checkbox"/> Other		Country _____			
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select ‘not required’ if the Business Entity is a General Partnership.</i>					<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If “No,” explain why the Business Entity is not required to be registered in New York State.					
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as ‘not required,’ ‘application in process,’ or other reasons for not being registered.					

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
NOT-FOR-PROFIT BUSINESS ENTITY**

**I. BUSINESS CHARACTERISTICS**

1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity compromising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 Does the Business Entity have an active Charities Registration Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____ If exempt, explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____	
1.7 Is the Business Entity's principal place of business/Executive Office in New York State? If "No," does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office.	
1.8 Is the Business Entity's principal place of business/executive office:	
<input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if 'other') _____	
Is space shared with another Business Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity _____ Address _____ City _____ State _____ Zip Code _____ Country _____	
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.	
Name	Title
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.	
Name	Title

**II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS**

2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no, proceed to Section III)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
NOT-FOR-PROFIT BUSINESS ENTITY**

**III. CONTRACT HISTORY**

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes," attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**IV. INTEGRITY – CONTRACT BIDDING**

*Within the past five (5) years, has the Business Entity or any Affiliate*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

4.2 Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

4.3 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

4.4 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**V. INTEGRITY – CONTRACT AWARD**

*Within the past five (5) years, has the Business Entity or any Affiliate*

5.0 Been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**VI. CERTIFICATIONS/LICENSES**

6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**VII. LEGAL PROCEEDINGS**

*Within the past five (5) years, has the Business Entity or any Affiliate*

7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

7.3 Had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
NOT-FOR-PROFIT BUSINESS ENTITY**

**VII. LEGAL PROCEEDINGS**

*Within the past five (5) years, has the Business Entity or any Affiliate*

7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**VIII. LEADERSHIP INTEGRITY**

*Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.*

*Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to*

8.0 A sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 An indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 A debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer, provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
NOT-FOR-PROFIT BUSINESS ENTITY**

<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant's name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "Yes," did any audit reveal material weaknesses in the Business Entity's system of internal controls If "Yes," did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
NOT-FOR-PROFIT BUSINESS ENTITY**

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

Yes    No

Indicate the question number(s) and explain the basis for your claim.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
NOT-FOR-PROFIT BUSINESS ENTITY**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_ Notary Public

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**IX. ASSOCIATED ENTITIES**

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity. (See definition of “associated entity” for additional information to complete this section.)*

<p>9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u>?</p> <p>Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either:</p> <ul style="list-style-type: none"> <li>- An <u>Organizational Unit</u>; or</li> <li>- The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies).</li> </ul> <p>If “No,” SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

<p>9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for:</p> <ul style="list-style-type: none"> <li>a) Any business-related activity; or</li> <li>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If “Yes,” provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

<p>9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u>, New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including <u>UCC filings</u>) over \$50,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant’s name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

<p>9.3 Within the past five (5) years, has any <u>Associated Entity</u>:</p>	
<p>a) Been <u>disqualified</u>, <u>suspended</u> or <u>debarred</u> from any <u>federal</u>, New York State, New York City or other New York local <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>c) Been <u>suspended</u>, <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u>, New York State, New York City or New York local <u>government contract</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>d) Been the subject of an <u>investigation</u>, whether open or closed, by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>e) Been the subject of an indictment, grant of immunity, <u>judgment</u>, or conviction (including entering into a plea bargain) for conduct constituting a crime?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If "Yes," indicate the question number(s) and explain the basis for the claim.

**XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE**

Name	Telephone	Fax
	ext.	
Title	Email	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_ Notary Public

EXHIBIT H

(Exhibit H to follow this page)

## STATE CONSULTANT SERVICES FORMS

### **Instructions for Completion of State Consultant Services Forms A and B**

Chapter 10 of the Laws of 2006 amended the State Finance Law §§ 8 and 163 [1] resulting in the requirement for additional disclosure concerning employment information on all Consultant Services contracts above \$15,000. The definition of contracts for consultant services is expanded to include any contract entered into with a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, or similar services.

To enable compliance with the law, State Consultant Services Forms A and B and certification are incorporated into this procurement.

FORM A - to be completed and submitted by the vendor with the initial contract for planned employment data prospectively from the start date of the contract through the end of the contract term.

FORM B – to be completed and submitted by the vendor by May 15<sup>th</sup> annually for each year that the contract is in effect reporting, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

The following definitions apply to the completion of both Form A and B unless otherwise indicated:

- **Scope of Contract (Form B only):** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describes the employees providing services under the contract.

(Note: Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [online.onetcenter.org](http://online.onetcenter.org) to find a list of occupations.)

- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

## REPORT SUBMISSION

Completed Form B must be sent to the contracting agency, the NYS Office of the State Comptroller, and the NYS Department of Civil Service at the addresses listed below.

By mail: **NYS Division of Housing & Community Renewal**  
Office of Financial Administration  
38-40 State Street, 3rd Floor  
Albany, NY 12207

By Fax: 518-486-3552

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By mail: **NYS Office of the State Comptroller**  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting

By fax: 518-474-8030 or 518-473-8808

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By mail: **NYS Department of Civil Service**  
Alfred E. Smith Office Building  
Albany, NY 12230

No faxes allowed.



**FORM B**

<p><b>OSC Use Only:</b>                  Reporting Code:                  Category Code:</p>
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<p><b>State Consultant Services                  Contractor's Annual Employment Report</b></p> <p><b>Report Period: April 1,      to March 31,</b></p>
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<p>Contracting State Agency Name: _____ Agency Code: _____                  Contract Number: _____                  Contract Term:    /    /      to    /    /                  Contractor Name: _____                  Contractor Address: _____                  Description of Services Being Provided: _____</p>
--

<p><b>Scope of Contract (Choose one that best fits):</b>                  Analysis <input type="checkbox"/> Evaluation <input type="checkbox"/> Research <input type="checkbox"/> Training <input type="checkbox"/>                  Data Processing <input type="checkbox"/> Computer Programming <input type="checkbox"/> Other IT consulting <input type="checkbox"/>                  Engineering <input type="checkbox"/> Architect Services <input type="checkbox"/> Surveying <input type="checkbox"/> Environmental Services <input type="checkbox"/>                  Health Services <input type="checkbox"/> Mental Health Services <input type="checkbox"/>                  Accounting <input type="checkbox"/> Auditing <input type="checkbox"/> Paralegal <input type="checkbox"/> Legal <input type="checkbox"/> Other Consulting <input type="checkbox"/></p>
--

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page			
Grand Total			

<p>Name of person who prepared this report: _____                  Preparer's Signature: _____                  Title: _____ Phone #: _____                  Date Prepared:    /    /</p>
---

(Use additional pages if necessary) Page      of

**STATE CONSULTANT SERVICES CERTIFICATION**

*I understand and will comply with the requirements of Chapter 10 of the Laws of 2006 amending the State Finance Law sections 8 and 163 [1] with regard to the filing of Form A and Form B as described in accordance with Exhibit 5 on the previous pages.*

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*Signature*

*Title*

*Date*

EXHIBIT I

(Exhibit I to follow this page)

EXHIBIT J

(Exhibit J to follow this page)