

**Project Administrator(s)
for the
Central New York Healthier, Safer,
Greener Homes Initiatives Program**

***Request for Application
#13-008***

**Office of the Attorney General
State of New York**

December 13, 2013

**STATE OF NEW YORK
Office of the Attorney General**

REQUEST FOR APPLICATION #13-008

Dated: December 13, 2013

Description: Project Administrator(s) for the Central New York Healthier, Safer, Greener Homes Initiatives Program

Available Funding: \$1,000,000 per city for the development and implementation of Healthier, Safer, Greener Homes Initiatives in the cities of Rochester and Syracuse, New York

Contract Period: Four (4) years or the complete disbursement of OAG funding, whichever occurs first.

Due Date and Time (EST): January 27, 2014 @ 4:00 PM

Designated Contacts:

Peter Washburn
Environmental Protection Bureau
Office of the Attorney General of the State of New York
120 Broadway, 26th Floor
New York, NY 10271
peter.washburn@ag.ny.gov

Ron Wachenheim
Budget and Fiscal Management Bureau
Office of the Attorney General of the State of New York
State Capitol
Albany, NY 12224
ron.wachenheim@ag.ny.gov

Package Contents:

- Information for Applicants
- Application
- Attachment A: Appendix A - Standard Clauses for OAG Grant Contracts
- Attachment B: NYS Vendor Responsibility Questionnaire Not-for-Profit Business Entity

GENERAL STANDARD INFORMATION AND INSTRUCTIONS

Application Submission

When submitting an Application, the Applicant must:

- Respond to all elements requested in the Application;
- Attach all necessary supporting information; and
- **Sign the Application.** By submitting an application with a signed cover letter, the Applicant indicates full knowledge and acceptance of this Request for Application, including Appendix A, Standard Clauses for New York State Contracts.

The Application must be completed in the name of the Applicant or, in the case of an Application submitted by a partnership, the lead entity in the partnership. The Application must be fully and properly executed by an authorized official of the Applicant or lead entity in a partnership.

The Office of the Attorney General of the State of New York (OAG) prefers that Applications be submitted electronically, in PDF format. Electronic submittals should be sent to purchase@ag.ny.gov.

Applications may also be submitted in hard copy. If submitting an Application in hard copy, submit four (4) complete copies, and send by mail or overnight delivery addressed to:

Office of the Attorney General of the State of New York
Budget and Fiscal Management Bureau
State Capitol
Albany, NY 12224-0341
Attn: Ron Wachenheim, Purchasing Team Supervisor

Hand-delivered and faxed Applications will not be accepted.

Applications must be received by January 27, 2014 at 4:00 PM. Applicants submitting Applications in hard copy must allow sufficient delivery time to ensure receipt by the deadline, as no Applications will be accepted after the deadline. The OAG will not acknowledge receipt of Applications.

The OAG anticipates selecting the Project Administrator(s) by March 12, 2014.

**Project Administrator(s)
for the
Central New York Healthier, Safer, Greener Homes Initiatives Program**

INFORMATION FOR APPLICANTS

I. STATEMENT OF PURPOSE

The Office of the Attorney General of the State of New York ("OAG") was central to the creation, in November 2010, of a program to help ensure Buffalo's neediest residents live in safe, healthy and energy efficient homes. Soon after this program was created, the federal Department of Housing and Urban Development designated Buffalo as its fifteenth Green and Healthy Home Initiative ("GHHI") site.¹ The designation added to the program created by OAG by providing it access to the "lessons learned" of the national network of participating sites, as well as technical assistance and additional grant-access opportunities.

The OAG, under its Central New York Healthier, Safer, Greener Homes Initiatives Program ("Program"), intends to replicate the Buffalo GHHI model in Rochester and Syracuse, New York by providing up to \$1,000,000 in funding for the administration of similar projects -- to be named Healthier, Safer, Greener Homes Initiatives ("HSGI") -- in each city. It is hoped that, through the HSGI, both Rochester and Syracuse will received designation as national GHHI sites. OAG is seeking Applicants to serve as the Project Administrator for HSGIs in one or both of these locations.

II. DEFINITIONS

For the purposes of this Request for Application ("RFA"), the following definitions are used:

- **Applicant** -- The term "Applicant" means a single not-for-profit entity, or a partnership of not-for-profit entities, applying for the position of PA.
- **Project Administrator** -- The term "Project Administrator" ("PA") means the entity responsible for administration of the HSGI(s) in Rochester and/or Syracuse.

¹ The Green & Healthy Homes Initiative was charged in 2008 by the Council on Foundations and the White House Office of Recovery to lead the national efforts to integrate lead hazard control, healthy homes, and weatherization and energy efficiency work. The GHHI has matured into a national partnership between the U.S. Department of Housing and Urban Development, the Centers for Disease Control and Prevention, the Department of Energy, national and local foundations, and local partners. The GHHI is directed by the Baltimore-based Coalition to End Childhood Lead Poisoning.

- **Organization** -- The term "Organization" is synonymous with "Applicant." If a partnership is proposed for the PA, the term applies to each of the partner entities in their respective role.
- **Project administration** -- The term "project administration" means project development and implementation, fiscal/fiduciary management, project tracking, recordkeeping and reporting, and project evaluation.

III. PROGRAM OBJECTIVE AND BACKGROUND

A. Program Objective

The objective of the OAG's Central New York Healthier, Safer, Greener Homes Initiatives Program is to develop and implement HSGIs in Rochester and Syracuse, New York that:

- Address the energy efficiency and weatherization ("EEW") improvement needs of targeted owner-occupied housing in low income communities in the two cities.
- Identify and recruit parallel funding to address health and safety needs of targeted housing; and
- Coordinate interventions so that home EEW, health and safety needs can be jointly, comprehensively and cost-effectively addressed.

B. Program Background

On December 10, 2007, the U.S. District Court for the Southern District of Ohio approved and entered a Consent Decree executed by co-plaintiffs the United States, several states including the State of New York, and several non-governmental organizations, and defendants the American Electric Power Service Corp. et al ("AEP") to settle the consolidated actions of United States v. AEP.²

Pursuant to the Consent Decree, and the funding allocation agreement reached among the state plaintiffs, OAG is entitled to request from AEP a total of \$9.5 million in funding for "Environmental Mitigation Projects." A subsequent February 2013 amendment to the Consent Decree added an additional \$714,285 to this total.

The Consent Decree specified that Environmental Mitigation Project funds shall be used "to implement Projects that pertain to energy efficiency and/or pollution reduction." To date, OAG has allocated approximately \$6.25 million of the funds to a number of projects, leaving roughly \$4,000,000 available for further programming.

² Civil Action Nos. C2-99-1250 & C2-05-360 (S.D. Ohio)

1. Buffalo Green and Healthy Homes Initiative

In 2010, OAG allocated \$2.1 million from the AEP Environmental Mitigation Project funding to create the Buffalo GHHI. The Buffalo GHHI responds to the high utility bills and home health and safety hazards that low-income Buffalo residents face, as a consequence of living in the city's most aged and deteriorated housing stock.

OAG's grant has directly funded EEW improvements to targeted owner-occupied housing, and served as a catalyst to attract parallel funding for health and safety improvements for Buffalo's neediest homeowners. The Community Foundation for Greater Buffalo, a 90-year-old local philanthropic institution, was selected to serve as the Buffalo GHHI's administrator, and the organization added \$500,000 in financial and in-kind support.

The key innovation of Buffalo GHHI is its use of "resource-braiding" to attract funding from a range of governmental and philanthropic sources, and coordinate and focus these resources toward "whole-home" remedies. This model allows the Buffalo GHHI to address the full range of the EEW, health, and safety needs of homeowners through single, comprehensive interventions.

Although still relatively new, the Buffalo GHHI has an established track record of cost-efficient and meaningful interventions. To date, the Buffalo GHHI has:

- Assisted 108 of Buffalo's neediest families;
- Grown the \$2.6 million of initial investments into almost \$7 million more in resource-braided funds;
- Engaged over 50 public and private-sector partners in implementing the effort;
- Achieved home rehabilitations at a cost-effective average investment of \$11,300 per home. OAG's funding contribution has averaged only \$3,700 per home, or roughly 1/3 of the total per-home allocation;
- Trained over 260 unemployed or underemployed Buffalonians (50% formerly incarcerated, 79% people of color and 80% very low income) for careers related to green and healthy homes. Over 100 of these trainees have been placed in jobs; and
- Received numerous awards and recognitions, including Buffalo's designation as the 15th national Green and Health Homes Initiative site by the U.S. Department of Housing and Urban Development.

2. Central New York Healthier, Safer, Greener Homes Initiatives Program

As with the City of Buffalo, much of the housing stock in Rochester and Syracuse is aged. For example, in Syracuse, over 50% of the housing units were built before 1939 and in some of the city's most distressed neighborhoods, this rate rises to almost 90%. In Rochester, over 60% of the housing stock was built prior to 1940. Both cities also face chronic economic challenges, leading to low incomes and poverty. In Rochester, the household median income is 42% lower than the national average; 30% of Syracuse's population -- and 60% of its children -- live below the national poverty level. The combination of aged housing stock and economic distress results in a deterioration of housing, and unaddressed home EEW, health and safety needs within both city's low-income communities.

The Buffalo GHHI's success has demonstrated an effective and cost-efficient model for helping to ensure that a city's neediest residents live in safe, healthy and energy efficient homes. Through the Central New York Healthier, Safer, Greener Homes Initiatives Program, the OAG intends to allocate AEP Environmental Mitigation Project funding to replicate the successful Buffalo GHHI model ("GHHI Model") in Rochester and Syracuse.

IV. SCOPE OF SERVICES FOR THE PROJECT ADMINISTRATOR

The OAG expects the PA to administer projects that replicate the GHHI Model in Rochester or Syracuse, or both cities. In so doing, the OAG expects a PA to provide the following Scope of Services:

- Project Management
- Fiscal/Fiduciary Management
- Project Tracking, Recordkeeping and Reporting
- Project Evaluation

The PA is expected to develop a work plan, in concert with the OAG, that describes the tasks to be undertaken in performing the Scope of Services and achieving the Program Objective of the Central New York Healthier, Safer, Greener Homes Initiatives Program.

A. Project Management

The goal of project management is to develop and implement the GHHI Model in Rochester and Syracuse. This will entail creating a working framework that streamlines and rationalizes local housing assistance efforts for the purpose of more efficiently and

effectively addressing the overlapping home EEW, health, and safety needs of owner-occupied housing in low-income neighborhoods in the two cities.

To this end, the PA will be expected to provide the following services with respect to project development and implementation:

- Establish a network of local partner organizations, including community-based organizations, government agencies, academic institutions and philanthropic organizations. Partners should include entities that are capable of referring homes to the HSGI, administering home needs assessments and interventions, and/or providing or recruiting additional funding for the HSGI.
- Put into place a process for executing the following:
 - Targeting/Referrals -- Establishing a standardized process for targeting low income owner-occupied homes that could benefit most from the HSGI, as well as creating a referral and direct application processes.
 - Agency Leads -- Establishing entities responsible for stewarding referrals through the process of qualifying for and receiving intervention assistance through the HSGI.
 - Eligibility -- Establishing eligibility criteria for participation in the HSGI.
 - Assessments -- Establishing a process for securing comprehensive home EEW, health and safety needs assessments.
 - Scope -- Establishing scopes of work for home interventions.
 - Bids/Funding -- Establishing a bid process through which agency leads solicit funding from the HSGI and other sources to support interventions.
 - Completion -- Establishing a process for lead agency oversight of contractors and other implementers involved in home interventions, including ensuring quality assurance and accountability in the interventions.
- Prepare periodic summary reports on the HSGI that describe activities, major expenditures, partnerships, accomplishments, and obstacles and set forth benchmarks of achievement.

B. Fiscal/Fiduciary Management

In relation to the fiscal and fiduciary management of the HSGI, the PA will be expected to provide the following services:

- Serve as the fiduciary and administrator of the funds allocated by OAG on behalf of the OAG.
- Implement adequate financial and accounting processes and procedures to safeguard the HSGI from waste, misuse and fraud.
- Ensure timely payment of funds to any contractors or HSGI implementers.

C. Project Tracking, Recordkeeping and Reporting

The PA is expected to provide the following services related to tracking, recordkeeping and reporting for the purpose of supporting the OAG's oversight of the HSGI:

- Track status of the HSGI, including progress and budgetary status, at a detail and frequency necessary to prepare required reports to the OAG, and identify problems, barriers and other issues related to the HSGI that necessitate intervention to ensure expeditious resolution.
- Maintain complete, detailed and organized records related to the HSGI and all elements of its implementation.
- Prepare a semi-annual report to the OAG that addresses the implementation of the HSGI, including progress and budgetary status, and provides a summary of its overall status and accomplishments.

D. HSGI Evaluation

To ensure the HSGI is being implemented effectively and efficiently, the PA is expected to contract with a qualified, independent third-party to perform a systematic evaluation of the HSGI. The contractor is expected to create process, impact and outcome metrics for the HSGI, establish baseline information on the metrics, and then monitor them over the course of the HSGI's implementation. This information is to be used as a basis of periodic evaluation the HSGI's success, as well as formulation of recommendations on how it may be improved.

V. **ELIGIBILITY REQUIREMENTS**

The eligibility requirements are prerequisites necessary for a PA to perform the Scope of Services and achieve the Program Objective. **Only Applicants that meet each of the following requirements will be eligible for consideration as the PA:**

- The Applicant must be a not-for-profit entity, tax-exempt under 501(c)(3) of the Internal Revenue Code, with an active New York State Charities registration number, or an approved exemption, and in good standing.
- The Applicant must be in compliance with all local, state and federal laws.
- The Applicant must have at least 5 years' experience in project administration related to community development or environmental/public health and safety improvement projects. If a partnership of entities is proposed for the PA, the partner(s) conducting project management and fiscal/ fiduciary management must have at least 5 years' experience in their respective role(s).
- Applicant must have experience in project administration related to at least one community development or environmental/public health and safety improvement project funded at a level of \$250,000 or more. If a partnership is proposed, the partner(s) conducting project management and fiscal/ fiduciary management must have participated, in their respective role(s), in project administration related to at least one community development or environmental/public health and safety improvement projects funded at a level of \$250,000 or more.
- Applicant must have administered a community development or environmental/public health and safety improvement project in New York. If a partnership is proposed, the partner(s) conducting project management and fiscal/ fiduciary management must have performed their respective role(s) in relation to a community development or environmental improvement project administered in New York.
- Applicant must provide one letter of reference from a funder of a community development or environmental/public health and safety project administered by the Applicant. If a partnership is proposed, one such reference is required for each partner and in relation to its respective role.
- Applicant must provide three letters of reference from residents or community-based organizations located in a community in which the Applicant has administered a community development or environmental/public health and safety project. If a partnership is proposed, three such references are required for each partner, with the exception of any partner with responsibility solely related to fiscal/ fiduciary management or program tracking, recordkeeping and reporting.

VI. EVALUATION AND AWARD

A. Evaluation Criteria/Scoring

All complete Applications will be reviewed to ensure that the Applicant meets the **Eligibility Requirements** described in **Section V** above. Applications that meet those requirements will be further evaluated, using the criteria and scoring guidelines described

below, with respect to the Applicant's qualifications and ability to be successful in performing the Scope of Services and achieving the Program Objective.

The evaluation criteria are divided into five (5) categories:

1. Project Management (40 points)
2. Fiscal/Fiduciary Management (15 points)
3. Project Tracking, Recordkeeping and Reporting (10 points)
4. Project Evaluation (5 points)
5. Budget (30 points)

The total combined score of the five (5) categories is a maximum of 100 points.

1. Project Management (40 points, maximum)

Applicants will be evaluated with respect to their demonstration of experience, resources and capabilities related to:

- Management of community development or environmental/public health and safety improvement projects, with emphasis on projects administered in the city in which they propose to administer the HSGI (Rochester and/or Syracuse). (10 Points)
- Management of community development or environmental/public health and safety improvement projects, involving EEW, health and/or safety. (10 Points)
- Development of partnerships in implementing projects, including those involving community-based organizations, government agencies, academic institutions and philanthropic organizations. (10 Points)
- Leveraging third-party funds and in-kind services from project partners and other with respect to community development or environmental/public health and safety improvement projects. (10 Points)

2. Fiscal/Fiduciary Management (15 points, maximum)

Applicants will be evaluated with respect to their demonstration of:

- Experience in maintaining funds through prudent investment, particularly with respect to funds of \$250,000 or more. (5 Points)
- Well-defined and effective fiscal management policies or procedures (Applicants should provide a copy of any such written policies and procedures with their Application), and the participation of a certified investment planner. (5 Points)

- Well-defined and effective fiduciary management policies or procedures, particularly as related to safeguarding grant programs against waste, misuse and fraud (Applicants should provide a copy of any such written policies and procedures with their Application). (5 Points)

3. Project Tracking, Recordkeeping and Reporting (10 points, maximum)

Applicants will be evaluated with respect to their demonstration of experience, resources and capabilities related to:

- Tracking, recordkeeping and reporting on all aspects of community development or environmental/public health and safety improvement projects. (5 Points)
- Tracking, recordkeeping and reporting on all aspects of community development or environmental/public health and safety improvement projects with respect to projects involving funds of \$250,000 million or more. (5 Points)

4. Initiative Evaluation (5 points, maximum)

Applicants will be evaluated with respect to their demonstration of experience, resources and capabilities related to:

- Administering project evaluation, including contracting with and managing a third-party to perform such an evaluation. (5 Points)

5. Budget (30 points, maximum)

Applicants will be evaluated with respect to their demonstration of:

- Completeness of budget (i.e., responsiveness to each item required in the Application). (10 Points)
- Clarity of budget, including identification of staff roles and responsibilities, estimated hours and hourly rates. (10 Points)
- Justification of budgeted resources and level of effort. (5 Points)
- Policies and/or procedures related to budget tracking (Applicants should provide a copy of any such written policies and procedures with their Application). (5 Points)

The OAG may request additional information from Applicants with respect to their Applications and reserves the right to perform management interviews.

B. Award

Applicants submitting the highest scoring Application(s) will be considered most qualified to serve as the PA for the HSGI in each city.

The OAG reserves the right to select, among the highest scoring Applications, that Applicant who, in the opinion of the OAG, will provide the best value in performing the Scope of Services and achieving the Program Objective in each city.

If, in the opinion of the OAG, no Applicant is capable of adequately performing the Scope of Services and achieving the Program Objective for one or both cities, the OAG reserves the right not to make a selection from among the respondents to this RFA and to re-issue an RFA for one or both PA positions at a later date.

VII. TERMS OF THE POSITION:

The successful Applicant(s) will be required to enter into a contract with the OAG that governs the PA position for each HSGI (or both HSGIs).

The term of the contact will be four (4) years, or the complete disbursement of OAG funding, whichever occurs first, with an OAG option to extend the term. The OAG will administer periodic performance reviews during the course of the term, and the contract will provide for the termination of the Agreement upon a determination by the OAG of unsatisfactory performance by the PA(s).

The contract will incorporate by reference this RFA, the successful Applicant's Application, and Appendix A (Standard Clauses for New York State Contracts), a copy of which is included herein. The successful Applicant shall agree to comply with all federal, and State, laws rules and regulations applicable to this grant and shall provide proof of Workers' Compensation insurance and Disability Benefits coverage.

Additional legal provisions will be included in the contract with the successful Applicant ("grantee"), as follows, without limitation:

NYS Ethics Compliance

All grantees and their employees must comply with the requirements of Public Officers Law, 73 and 74, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State.

Public Information

Disclosure of items related to the contract shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Section 87 of the Public Officers Law. The Office of the Attorney General of the State of New York shall take reasonable steps to protect from public disclosure any

records relating to the grantee or its application that are otherwise exempt from disclosure under that statute. Information constituting trade secrets, for purposes of FOIL, must be clearly marked and identified as such upon submission. If the grantee intends to seek an exemption from disclosure of these materials under FOIL, the grantee shall, at the time of submission, request the exemption in writing and provide an explanation of why the disclosure of the identified information would cause substantial injury to the competitive position of the grantee. Acceptance of the identified information by the Office of the Attorney General of the State of New York does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to the availability of the identified information will be made in accordance with FOIL at the time a request for such information is received by the Office of the Attorney General of the State of New York.

Indemnification

All grantees agree to indemnify and hold harmless the State of New York, the Office of the Attorney General of the State of New York, and their officers, agents, and employees, from liability for loss or damage to the extent caused by the negligent acts, misconduct, or omissions of the grantees, their agents, employees or subcontractors.

Independent Contractor

Grantee, in accordance with its status as an independent contractor covenants and agrees that it shall conduct itself consistent with such status, that it shall neither hold itself as, nor claim to be an officer, agent or employee of the State of New York or the Office of the Attorney General of the State of New York by reason hereof, and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including but not limited to Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement membership.

Dispute Resolution Policy (Protests and Appeals)

It is the policy of the Office of the Attorney General of the State of New York, Budget and Fiscal Management Bureau, to provide grantees with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. The Budget and Fiscal Management Bureau encourages grantees to seek resolution of disputes through consultation with agency staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

Confidentiality

All the reports, information, data, and other papers and materials in whatever form prepared or assembled by the grantee under this contract are confidential, and the grantee shall not discuss them with or make them available to any individual or organization without the prior written approval of the Attorney General or his representative. These provisions do not apply in whatever form to information that is in the public domain nor shall they restrict the grantee from giving notices required by law or complying with an order to provide information or data when such order is issued by a judge. If disclosure of confidential information is required of the grantee by any subpoena or other court process, the grantee agrees to immediately notify the Office of the Attorney General of such process, and to allow the Office of the Attorney General to inspect any such data or information and interpose objections prior to delivery to the court.

Publications, Copyrights, and Software Licenses

The Office of the Attorney General and State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this grant contract or activity supported by this grant contract. Grantee shall grant the Office of the Attorney General and the State of New York a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge any custom software application created as a result of the grant funds awarded to a grantee under the grant.

Compliance with Executive Order #4, Establishing a State Green Procurement and Agency Sustainability Program

Grantees will comply with the provisions of Executive Order #4. Publications shall be printed on 100% post-consumer recycled content paper. Where paper with 100% post-consumer recycled content is not available, or does not meet required form, function and utility, paper used shall have post-consumer recycled content to the extent practicable. Non-recycled content shall be derived from a sustainably-managed renewable resource to the extent practicable, unless the cost of the product is not competitive.

VIII. SUBMISSION OF APPLICATIONS:

The OAG prefers that completed Applications be sent electronically (in PDF format) to purchase@ag.ny.gov.

Alternatively, Applications may be submitted in hard copy. If submitting the Application in hard copy, submit four (4) complete Applications, and send by mail or overnight delivery to:

Office of the Attorney General of the State of New York
Budget and Fiscal Management Bureau
State Capitol
Albany, NY 12224-0341
Attn: Ron Wachenheim, Purchasing Team Supervisor

Hand-delivered or faxed Applications will not be accepted.

Applications must be received by January 27, 2014 at 4:00 PM. Applicants submitting Applications in hard copy must allow sufficient delivery time to ensure receipt by the deadline, as no Applications will be accepted after the deadline. The OAG will not acknowledge receipt of Applications.

The OAG anticipates selecting the PA(s) by March 12, 2014.

IX. OTHER CONDITIONS

The OAG reserves the right to:

- Reject any Applications received that do not comply with this RFA;
- Communicate with an applicant for the purpose of assuring a full understanding of responsiveness to the RFA;
- Modify minor irregularities in applications after notifying the Applicant;
- Adjust or correct arithmetical errors in Applications;
- Utilize any and all ideas submitted in Applications unless such ideas are covered by legal copyright, patent, or property rights, and the OAG is notified of such in the Application;
- Adopt or utilize all or any part of an Application; and
- Negotiate with the Applicant on all aspects of the Application to serve the best interest of the OAG.

**General Administrator(s)
for the
Central New York Healthier, Safer, Greener Homes Initiatives Program**

APPLICATION

I. APPLICANT INFORMATION

The Applicant should provide the following information:

- Name of Organization
- Mailing Address
- City, State, Zip
- Telephone #
- Organizational Website Address, if any
- Federal Not-for-Profit ID #
- New York State Charities Registration #
- Name and Title of Contact Person
- Telephone # and E-mail Address of Contact Person

II. APPLICATION SUMMARY (250 word limit)

The Applicant should provide a concise summary of the Application, including a description of the Organization, its qualifications related to the Scope of Services and Program Objective, and the proposal budget. The Applicant should specify whether it is applying to serve as the PA for the HSGI in Rochester or Syracuse, or both.

III. DESCRIPTION OF THE ORGANIZATION (500 word limit, exclusive of attachments):

A. Overview

The Applicant should provide a brief overview of the Organization, its mission and history. A list of staff currently committed to project administration, particularly as related to projects involving community development or environmental/public health and safety improvement projects, should be provided.

If a partnership is proposed, the overview must include a full description of the structure of the partnership, including its management and decision-making processes.

B. Supporting Information

The Applicant should provide copies of the following supporting information as attachments:

1. Annual Operating Budget of the Organization. The Organization's operating budget for the two most recently completed fiscal years and the current fiscal year. Any recent deficits or dramatic changes in funding should be explained. If applicable, contingency plans for expected changes in funding this fiscal year or next should be discussed.
2. Tax Return. The Organization's most recently filed Federal Form 990, including Schedule A.
3. Financial Statement. The Organization's most recent Audited Financial Statement.
4. Financial Report. The Organization's most recent Annual Financial Report, if any.

IV. DESCRIPTION OF QUALIFICATIONS

A. Eligibility Requirements

1. Description (500 word limit)

The Applicant should provide a brief description of the Organization's satisfaction of each of the **Eligibility Requirements** outlined in **Section V of Information for Applicants**.

2. Supporting Information

The Applicant should provide the following supporting information as attachments:

- The Organization's most recent IRS 501(c)(3) Determination Letter indicating tax exempt status or, if not available, an explanation.
- One letter of reference from a funder of a community development or environmental improvement project administered by the Applicant. If a partnership is proposed, one such reference is required for each partner and in relation to its respective role in the partnership.

- Three letters of reference from residents or community-based organizations located in a community in which the Applicant has administered a community development or environmental/public health and safety improvement project. If a partnership is proposed, three such references are required for each partner, with the exception of any partner(s) with responsibility solely related to fiscal/fiduciary management or program tracking, recordkeeping and reporting.

B. Performance of Scope of Services

1. Abstract (250 word limit)

The Applicant should provide a brief description of the Organization's experience, resources and capabilities related to performing the Scope of Services and achieving the Program Objective.

2. Narrative (750 word limit)

The Applicant should provide an elaboration of the Organization's experience, resources and capabilities related to performing the Scope of Services and achieving the Program Objective. The narrative should specifically address project management (including project development and implementation), fiscal/fiduciary management, project tracking, recordkeeping and reporting, and project evaluation, and should be responsive to the **Evaluation Criteria/Scoring** outlined in **Section VI(A)** of **Information to Applicants**.

The narrative should include proposed staffing of the HSGI with stated responsibilities, including the names, titles, and resumes of key individuals.

3. Supporting Information

Where possible, the Applicant should provide, as attachments, documentation (e.g., reports, brochures) of the Organization's related experience, resources and capabilities, including those relating to any past or present involvement of the Organization in community development or environmental/public health and safety improvement projects, particularly those of a size, scope or nature similar to that of the HSGI.

V. DESCRIPTION OF PROPOSED BUDGET

A. Budget Narrative (500 word limit)

The Applicant should provide a narrative discussion of the Organization's proposed budget for performing the Scope of Services and achieving the Program Objective. The budget narrative should include a description of: 1) assumptions used in

formulating the proposed budget; and 2) contingencies addressed by the proposed budget, including general contingencies for major budgetary items.

B. Detailed Proposed Budget

The Applicant should provide a detailed accounting of the proposed budget for the HSGI, including on a task by task basis for each of the core services:

- Project Management (separately addressing Project Development and Project Implementation);
- Fiscal/Fiduciary Management
- Project Tracking, Recordkeeping and Reporting
- Project Evaluation

For the overall Initiative and each core service, the detailed proposed budget should provide dollar amounts and explanations for the following categories (as applicable):

- Personnel
- Fringe Benefits
- Travel
- Supplies and Materials
- Other

VI. VENDOR RESPONSIBILITY QUESTIONNAIRE

All applicants must complete a New York State Vendor Responsibility Questionnaire for a Not-for-Profit Business Entity. It may be obtained and provided either electronically through the Office of the State Comptroller's VendRep System, or in paper format with the Application, a copy which has been provided here. The website for electronic filing is: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

VII. CERTIFICATIONS AND SIGNATURE

The undersigned, as an authorized official of the Applicant, does hereby certify under penalty of perjury that:

- The information contained within this Application, and all documents submitted with this Application, are true, accurate and complete;*
- The Applicant is a not-for-profit entity, tax-exempt under 501(c)(3) of the Internal Revenue Code, with an active New York State Charities registration number, or an approved exemption, and in good standing;*
- The Applicant is in compliance with all local, state and federal law; and*
- The Applicant understands that false statements made herein are punishable as a Class A Misdemeanor pursuant to NY Penal Law Section 210.45.*

Signature of Authorized Certifying Official

Date

Name/Title

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

Notary Public

ATTACHMENT A

STANDARD CLAUSES FOR OAG GRANT CONTRACTS

New York State - Appendix A
Standard Clauses for Office of the Attorney General (OAG) Grant 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 "Grantee" herein refers to any party other than the State, whether a Grantee, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. Neither the OAG nor the State shall have liability under this contract to the Grantee or to anyone else beyond funds distributed to the Office of the Attorney General from the National Mortgage Settlement Agreement for the purposes of this contract and made 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 Grantee 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. The Grantee 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. 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 Grantee 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.

4. 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 Grantee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Grantee agrees that neither it nor its sub-Grantees 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, Grantee agrees that neither it nor its sub-Grantees 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. Grantee 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.

5. 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 Grantee's employees nor the employees of its sub-Grantees 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, Grantee and its sub-Grantees 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 Grantee 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.

6. 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, Grantee affirms, under penalty of perjury, that

its bid was arrived at independently and without collusion aimed at restricting competition. Grantee further affirms that, at the time Grantee submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Grantee's behalf.

7. 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 Grantee agrees, as a material condition of the contract, that neither the Grantee 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 Grantee, or any of the aforesaid affiliates of Grantee, 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 Grantee shall so notify the OAG within five (5) business days of such conviction, determination or disposition of appeal.

8. 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 Grantee 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 Attorney General and its agents, including, but not limited to, any audit or accounting firm, and any other person or entity authorized to conduct an examination.

9. RECORDS. The Grantee 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 Attorney General and its agents, including, but not limited to, any audit or accounting firm, and any other person or entity authorized to conduct an examination, shall have access to the Records during normal business hours at an office of the Grantee 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 OAG 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 Grantee shall timely inform the OAG, in writing, that all or part of the Records should not be disclosed; and (ii) the Records shall be sufficiently identified; and (iii) the OAG determines that designation of all or part of the Records as exempt under the Statute is reasonable and otherwise not inconsistent with law. Nothing contained herein shall diminish, or in any way adversely affect, the OAG's or the State's right to discovery in any pending or future litigation.

10. 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 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 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 Payments, 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 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.

11. 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:

(a) The Grantee 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 Grantee 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 Grantee's obligations herein; and

(c) the Grantee 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.

Grantee 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 Grantee. 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 Grantee or sub-Grantee 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. Grantee 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.

12. 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.

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

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

15. 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.

16. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Grantee hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Grantee'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. Grantee 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. Grantee will have thirty (30) calendar days after service hereunder is complete in which to respond.

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Grantee 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 Grantee 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 sub-Grantee, the prime Grantee will indicate and certify in the submitted bid application that the sub-Grantee 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 Grantee to meet with the approval of the State.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Grantee hereby stipulates that the Grantee 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.

19. 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, sub-Grantees and suppliers on its procurement contracts.

Information on the availability of New York State sub-Grantees and suppliers is available from:

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

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

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

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

(a) The Grantee has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and sub-Grantees, 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 Grantee has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Grantee 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 Grantee agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Grantee 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.

20. 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.

21. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Grantee 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).

22. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consultant 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 Grantee 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.

23. 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 Grantee 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 Grantee in accordance with the terms of the agreement.

24. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE GRANTEEES, AFFILIATES AND SUB-GRANTEEES. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the grantee 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 Grantee in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

ATTACHMENT B

**NYS VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

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

BUSINESS ENTITY INFORMATION					
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

I. BUSINESS CHARACTERISTICS					
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 comprising 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
--	--

**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**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
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