New York State

Department of Corrections and Community Supervision

Request for Proposal
RFP 2011-03
Community Based Residential Programs

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NYS DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

REQUEST FOR PROPOSAL (RFP) 2011-03
COMMUNITY BASED RESIDENTIAL PROGRAMS

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NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

REQUEST FOR PROPOSAL (RFP) 2011-03

COMMUNITY BASED RESIDENTIAL PROGRAM

I. Purpose

The New York State Department of Corrections and Community Supervision (DOCCS) invites proposals from not-for-profit and for-profit providers for the development and operation of a Community Based Residential Program (CBRP) for individuals under Community Supervision. The CBRP is a housing initiative to assist releasees under the jurisdiction of DOCCS to attain stability in the community while providing for individual case needs and community safety. CBRP's provide food, counseling, and other services such as chemical dependency treatment, educational/vocational training, mental health and social services to residents either directly or through referral to credentialed providers.

To be eligible for an award, programs must have a current Certificate of Occupancy (COO) or equivalent, such as a letter from municipality with jurisdiction over property land use advising that proposed use in your proposal is acceptable for the proposed program site, and a demonstrated ability to start the program on May 1, 2012. DOCCS officials will conduct a site visit within 10-days of contract award notification by the Commissioner. Contract term will be for a period of five-years, effective May 1, 2012 to April 30, 2017. The components of this RFP are as follows:

A CBRP provides a structured setting and services for a period of up to 120-days, with extensions available upon approval of DOCCS Re-Entry Contract Manager, to the following client groups:

Client Group A Newly released offenders from state correctional facilities who do not have an acceptable residence.

Client Group B Releasees who require increased supervision and structure in order to change behavior patterns which, given case circumstances, may otherwise lead to re-incarceration; and/or require removal from their current living environment due to crisis situations or need for temporary housing.

Client Group C Releasees with mental health, physical and/or medical concerns.

Client Group D Releasees who have been convicted of sex offenses or arson.

These releasees may have histories of chemical dependency, mental illness, unemployment, health concerns, and substandard housing. They are released from state incarceration after convictions for non-violent and violent offenses, including sex offenses.

DOCCS seeks to establish Community Based Residential Programs throughout New York State, under the following general provisions and designated Catchment areas:

Catchment Area 1

- A **twenty (20)** bed program for **males** located in one of the following counties - **Kings, Queens, Bronx or New York**, serving releasees primarily from those counties.

Catchment Area 2

- A **fifteen (15)** bed program for **females** located in one of the following counties – **Kings, Queens, Bronx or New York**, serving releasees primarily from those counties.

Catchment Area 3

- A **fifteen (15)** bed program for **males** located in **Erie County**, serving primarily releasees from Erie County.

Catchment Area 4

- A **fifteen (15)** bed program for **males** located in **Monroe County**, serving primarily releasees from Monroe County.

Catchment Area 5

- A **fifteen (15)** bed program for **males** located in **Suffolk County**, serving primarily releasees from Suffolk County.

Catchment Area 6

- A **fifteen (15)** bed program for **males** located in **Onondaga County**, serving primarily releasees from Onondaga County.

Catchment Area 7

- A **fifteen (15)** bed program for **males** located in **Albany County**, serving primarily releasees from Albany County.

Catchment Area 8

- A **ten (10)** bed program for **males** located in **Westchester County**, serving primarily releasees from Westchester County.

Catchment Area 9

- A **ten (10)** bed program for **males** located in **Orange County**, serving primarily releasees from Orange County.

Catchment Area 10

- A **ten (10)** bed program for **males** located in **Schenectady County**, serving primarily releasees from Schenectady County.

Catchment Area 11

- A **ten (10)** bed program for **males** located in **Nassau County**, serving primarily releasees from Nassau County.

Catchment Area 12

- A **ten (10)** bed program for **males** located in **Broome County**, serving primarily releasees from Broome County.

Specific evaluation criteria are detailed in Section VI. Proposals must be submitted for the number of beds indicated, no more or no less. Separate proposals must be submitted for each location in a Catchment Area. Please note that a provider can submit more than one proposal for any catchment area. However, said proposal **must** be for different physical locations. If we receive two proposals from a provider for the same physical location, then we will contact you immediately to determine which of these you want reviewed. The proposal not reviewed will be expeditiously returned to you. Provider must be able to serve any or all Client Groups A through D.

II. BACKGROUND AND DEMOGRAPHIC PROFILE

The New York State Department of Corrections and Community Supervision (DOCCS) is a criminal justice agency responsible for the comprehensive continuum of care from the moment an offender enters the correctional system until he or she successfully completes the required period of community supervision. Release from incarceration may occur by discretionary action of the Parole Board, by statutory release based on "good time" credit (conditional release) or in the case of determinate sentences, release to post-release supervision.

The Mission of DOCCS is:

> **"To improve public safety by providing a continuity of appropriate treatment services in safe and secure facilities where offenders' needs are addressed and they are prepared for release, followed by supportive services under community supervision to facilitate a successful completion of their sentence."**

On August 31, 2011, there were approximately 38,000 offenders under active supervision within New York State. Of these, 93% are male, 51% Black, 25% Hispanic and 23% White. Approximately one-third are between 16 and 30 years of age, 28% between 31 and 40 years of age, and the remaining 40% are 41 years of age or older. Seven out of ten have a drug abuse history, 80% have attended some high school, and 65% of those able to work are unemployed. The crimes of conviction for 51% of this population involve crimes against persons/violent crimes, 17% involve property/non-violent crimes, 30% involve drug related offenses, and 2% are adjudications as Youthful Offenders or are Juvenile Offenders.

III. SCOPE OF SERVICES

The required Scope of Services is included as ***Attachment B***. Please review carefully and address all questions in ***Attachment C*** - Proposal Response Questions.

IV. REQUIREMENTS

Proposals must demonstrate:

A. That the bidder is licensed in New York State, if applicable, or will become licensed to provide such services at the designated location by contract start date.

B. That the bidder has a current Certificate of Occupancy (COO) or equivalent, such as a letter from municipality with jurisdiction over property land use advising that proposed use in your proposal is acceptable and can deliver services at the identified location.

C. That the bidder can provide the services to releasees as described in Section III, Scope of Services, in a manner that best meets the needs and operation of DOCCS.

D. That the program will start on May 1, 2012.

E. That bidder's background and experience qualifies them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.

F. That the bidder will comply with all standards and appropriate regulations governing contracts with the State of New York (*Attachment A).*

G. Please stipulate if your organization has any business interests in Northern Ireland and if so, that it will take lawful steps in good faith to conduct said operation in accordance with MacBride Fair Employment Principles and that you will permit independent monitors of your compliance with such principles.

H. M/WBE Compliance: *(Attachment F)*
That the contractor is willing to make every good faith effort to promote and work with DOCCS to achieve M/WBE goals established by the Office of Diversity Management - M/WBE Program relative to subcontracting or purchasing of supplies from Minority and Women-Owned Business and as a condition of this procurement, the Contractor and DOCCS agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement as stated below:

Subject to the requirements of Article 15-A of the Executive Law, DOCCS has established MBE (minority-business enterprises) goals of ten (10) percent, and eight (8) percent participation for WBE (women-owned business enterprises) for contractors located in Catchment Areas 1 and 2, and eight (8) percent MBE, and five (5) percent WBE for contractors located in Catchment Areas 3-12; of the dollar value of this agreement by certified M/WBE's as subcontractors and suppliers on this project for the provisions of services and materials. Note that percentages may change according to M/WBE availability and the type of service or commodity DOCCS contracts.

In accordance with Section 312 of Executive Law: Article 15-A, EEO (Equal Employment Opportunity) regulations mandate that all contractors and/or subcontractors as a precondition to entering into a valid and binding State contract shall agree: not to discriminate against any employee or bidder for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action. The contractor and/or subcontractor shall also submit a Staffing Plan (EEO 100) (***Attachment F***) of the anticipated workforce to be utilized on the contract, and an EEO Policy Statement (***Attachment F***).
After the contract is awarded, quarterly compliance reports will be requested from the contractor. Quarterly report forms will be supplied to the Contractor by DOCCS Office of Diversity Management.

Selected bidders should be prepared to submit an M/WBE Utilization plan (MWBE 100) which meets the above goal requirements within seven (7) business days after date of notification by DOCCS. The Office of Diversity Management can assist the bidder in identifying certified M/WBE firms within the bidder's geographic area. For more information on M/WBE, or to locate New York State Certified M/WBEs, access the directory at: www.esd.ny.gov/MWBE.html

V. FINANCIAL REQUIREMENTS

In ***Attachment E***, please provide a narrative justification and budget detail sheet that specifically lines out the funding required to support your program annually. Be sure to include all of the required details and narrative justification. (Note: Proposals should clearly identify the funding required annually on the budget detail sheet.) Narrative justifications should properly reflect each line of the budget detail sheets. Please include any formulas used to calculate salaries, fringe benefits, non-personal service numbers, third-party revenue and indirect costs. DOCCS will not consider any proposal with an annual cost per bed that exceeds $20,400. If you propose annual costs per bed in excess of this level, your proposal will be disqualified.

Programs failing to submit a comprehensive budget proposal (including budget detail sheets, coinciding budget narratives and indirect cost calculation) will be disqualified.

Contractor will bill DOCCS monthly for reimbursement of actual and necessary expenses for the previous 30-day period. All reimbursement claims should be submitted by the 10th day of the following month and will be subject to future audit. DOCCS reserves the right to disallow any requests for reimbursement if it is determined that said costs are not either actual or necessary.

Not-for profit providers can receive two months of operating expenses as a cash advance; this cash advance is not considered "start-up costs". All cash advances will be recouped between February 1, 2017 and April 30, 2017, or at any time in the event that the contract is terminated. Vouchers will attest to accuracy of reimbursement claims and include all information described in ***Attachment B***, Scope of Services. At the end of each 12-month contract period, Contractors will be required to submit a Budget Modification for the previous year that includes all required budget line item adjustments.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone 518-474-4032. **Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized by paper check as set forth above.**

VI. LEGAL FORMS *(Attachment G)*

A. **ALL providers should complete the following forms:**

1. Vendor Responsibility Questionnaire

   DOCCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

   Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

   Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact DOCCS for a copy of the paper form.

2. Non-Disclosure Agreement

   DOCCS requires providers to review and sign the attached Non-Disclosure Agreement. This Agreement sets forth the terms and conditions under which provider will treat NYS DOCCS information.

B. **For-profit Providers ONLY should complete the following forms:**

1. Compliance with State Finance Law §139j and §139k*****
   New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Contractor that all information provided to the DOCCS with respect to State Finance Law §139-k is complete, true and accurate **(*Contractor's Certification of Compliance with State Finance Law §139-k(5)* Attachment 1*)**. In addition, State Finance Law §139-j(6) requires that the DOCCS incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

   State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the DOCCS and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the "Request for Proposal (RFP)" through final award and approval of the Procurement Contract by DOCCS and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

   Regarding this RFP process you may only contact staff in the Contract Management Unit; Ms. Barbara Farley, Associate Budget Analyst, Ms. Marla Henriquez, Contract Management Specialist I, and Ms. Lucretia Bailey, Contract Management Specialist I. Indicate your concurrence with this requirement in ***Contractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b), Attachment 2***. Please note that during the RFP process that DOCCS is required

to determine the responsibility of "the proposed Contractor" pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two such findings within a 4-year period the Contractor will be debarred from obtaining governmental Procurement Contracts.

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

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

DOCCS must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist **(*Contract Termination Provision, Attachment 4*)**.

***All For-Profit providers submitting a proposal pursuant to this RFP must provide the <u>four attached completed certification forms</u> with their proposal.**

2. Certificate of Worker's Compensation Insurance

Workers' Compensation Requirements Under Wcl §57 - To assist DOCCS in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with DOCCS MUST provide ONE of the following forms:

Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (CE-200); OR,

Certificate of Workers' Compensation Insurance (C-105.2) (the business' insurance carrier will send this form to the government entity upon request) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; OR,

Certificate of Worker's Compensation Self-Insurance (SI-12) (the business calls the Board's Self- Insurance Office at 518-402-0247); OR,

Certificate of Group Worker's Compensation Self-Insurance (GSI-105.2) (the business' Group Self- Insurance Administrator will send this form to the government entity upon request).

The certificate of exemption, Form CE-200 must only be used to show a government agency that the business is not required to obtain New York State workers' compensation and/or disability benefits insurance. Form CE-200 may not be used to "prove exemption" from workers' compensation and/or disability benefits insurance to another business or that business's insurance carrier.

3. ST-220TD & CA Tax Certification

NYS enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than $15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Form ST-220TD, must be filed with Department of Tax and Finance (DTF) only once. If the information changes, a new form, ST-220-TD must be filed. Form ST-220CA must be files with contractors bid response certifying that the contractor filed the ST-220TD with DTF. Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidder shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

VII. STIPULATIONS

A. Issuance of this RFP does not commit DOCCS to award a contract or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the bidder.

B. As stated on Page 5, IV, Requirements, A., to be eligible for an award, programs must have a current Certificate of Occupancy (COO) or equivalent for the proposed program site and a demonstrated ability to start the program on May 1, 2012.

If awarded, and contractor is not able to start the program on May 1, 2012, DOCCS has the right to withdraw its award. The proposal with the second highest point allocation for said Catchment Area will then be awarded a contract. If there is not a second proposal to award in that Catchment Area, DOCCS has the right to either make an award to the highest scoring proposal in the Catchment Area county with the greatest need (as determined by DOCCS), or not make another award.

C. DOCCS reserves the right to:

1. At any time, amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders who have received this RFP will be supplied with all amendments or additional information issued.
2. Seek clarifications and revisions of proposals.
3. Change any of the scheduled dates stated herein with written notice to all bidders who have received this RFP.
4. Disqualify proposals that fail to meet mandatory requirements.
5. Request any non-mandatory documents from bidder.
6. Amend, modify, or withdraw this RFP at any time and without notice to or liability to any bidder or other parties for expenses incurred in preparation of a proposal.
7. Not to proceed with an award.
8. Reject any and all proposals received in response to the RFP.
9. Make an award under the RFP in whole, or in part.
10. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or finanacial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
11. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
12. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
13. Waive any requirements that are not material.
14. Negotiate with a successful bidder within the scope of the RFP in the best interests of the State.
15. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder.
16. Utilize any and all ideas submitted in the proposals received
17. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening.
18. 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 offeror's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

D. The proposal must be signed by the Chief Executive Officer of the agency and shall constitute a firm offer by the bidder for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with the successful bidder.

E. Bidders may propose to partner or sub-contract with other entities to meet the terms of this RFP. In such a case, however, DOCCS will only communicate with the bidder, not the partner or sub-contractor. If bidder proposing such is awarded, the partner or sub-contractor will be required to complete a Vendor Responsibility Questionnaire.

F. Successful bidder will be required to assure compliance with certain provisions required by both state and federal Law. These include, but are not limited to, assurance of non-

discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Proposals from Minority and Women-Owned Enterprises are encouraged.

G. Bidder must represent that the services provided are secular and provided without regard to religious, ethnic, or gender factor, and do not directly or indirectly favor or foster a single sectarian view or religion. Faith-based bidders must ensure that releasees will not be mandated to participate in religious functions.

H. Unsuccessful bidders will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful bidders upon request, at a date, time and location convenient to both DOCCS and the bidder concerned.

I. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at https://www.parole.state.ny.us/foil.html. Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.

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

K. Information regarding the procurement procedure may be found on the webpage of the New York State Procurement Guidelines of the State Procurement Counsel at: http://www.ogs.state.ny.us/procurecounc/default.asp and Office of General Services Procurement Services webpage at: http://ogs.ny.gov/BU/PC/ .

VIII. PROPOSAL SUBMISSION

Proposals must be submitted in accordance with the following format:

A. Standard 8.5 x 11 inch paper, one-inch margins all the way around, single-spaced, business print style font of not less than 12 points.

B. Response must include all items detailed in Section III, Scope of Services ***(Attachment B)***. Accordingly, all questions in ***Attachment C***, Proposal Response Questions, must be included in no more than 10 (ten) pages, single-spaced.

C. Submitted proposals must include the documentation identified in the following pass/fail checklist as mandatory (*). Failure to submit any mandatory requirements in the original proposal will result in rejection.

Pass/Fail Checklist - *Mandatory requirements

- ✓ * **Original proposal plus eighteen (18) copies**
- ✓ * **Signed Proposal Cover Sheet (*Attachment D)***
- ✓ * **Budget Detail Sheet(s), Narrative Justification(s), and Indirect Cost Calculation Form (*Attachment E)***

- ✓ *** Ten (10) page single-spaced Proposal Response Questions (*Attachment C*)**
- ✓ *** Current Certificate of Occupancy (COO) or equivalent**
- ✓ *** *FOR-PROFIT PROVIDERS ONLY* - Legal Forms *(Attachment G)***
  *** State Finance Law §139j and §139k (include all four attachments)**

D. Submitted proposals should include the non-mandatory documentation identified below. Note that any missing non-mandatory documentation may result in a reduction of points in response to Attachment C, Proposal Response Questions.

- ✓ Copy of your organization's by-laws, list of Board of Directors and Certificate of Incorporation; if applicable
- ✓ Copy of any applicable licenses
- ✓ Resumes of staff to provide services
- ✓ Proof of extermination services performed within the previous six (6) months
- ✓ Copies of any written agreements which demonstrate and support formal linkages
- ✓ Three professional letters of reference
- ✓ Legal Forms *(Attachment G)*
  ALL PROVIDERS:
  - Vendor Responsibility Questionnaire
  - Signed Non-Disclosure Agreement

  FOR-PROFIT PROVIDERS ONLY:
  - Worker's Compensation Insurance
  - Tax Certification

E. <u>ANY PROPOSAL THAT IS SUBMITTED LATE OR BY E-MAIL OR FAX WILL NOT BE CONSIDERED.</u>

IX. EVALUATION PROCESS

DOCCS will award contracts based upon evaluation of all aspects of the program according to the needs of the agency and the best interests of the State of New York. Awards will go to providers whose proposal provides the **best value** as determined by DOCCS, pursuant to NYS Finance Law §103 1j. This is defined as the most beneficial **combination of quality and costs** for the services being requested. If two offers are found to be equal, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

A committee of DOCCS personnel, consisting of approximately seven to ten staff from various Community Supervision offices, will evaluate proposals independently to determine which proposals are most capable of implementing DOCCS requirements based on the following criteria:

<u>Phase I</u>

Phase I will consist of a review of each <u>original</u> proposal to ensure that all mandatory (*) requirements are met. Failure to meet any mandatory requirement in the <u>original</u> proposal will result in a proposal being considered non-responsive and will be eliminated from further evaluation. All <u>original</u> proposals that meet the mandatory requirements will move to Phase II. Phase I is not scored; it consists of a review for compliance as noted below:

Pass/Fail Checklist - *Mandatory requirements

- ✓ * **Original proposal plus eighteen (18) copies**
- ✓ * **Signed Proposal Cover Sheet (*Attachment D)***
- ✓ * **Budget Detail Sheet(s), Narrative Justification(s), and Indirect Cost Calculation Form (*Attachment E)***
- ✓ * **Ten (10) page single-spaced Proposal Response Questions (*Attachment C*)**
- ✓ * **Current Certificate of Occupancy (COO) or equivalent**
- ✓ * ***FOR-PROFIT PROVIDERS ONLY* - Legal Forms *(Attachment G)***
  *** State Finance Law §139j and §139k (include all four attachments)**

Phase II

Phase II will consist of an evaluation of your detailed proposal response questions (see ***Attachment C*** – Proposal Response Questions*)*:

I. Agency Summary (10 points)
II. Program Information (40 points)
III. Experience/References (15 points)
IV. Program Performance (10 points)

Points will be awarded for each category as listed above. A passing score of at least 52 points will be required to advance to Phase III. Phase II scores are calculated by adding the Total points of each reviewer and dividing that number by the total number of reviewers. This will create an average score of all evaluators. Fifty-two (52) points represents 70% of the maximum 75 points (52.5 rounded down to 52).

Phase III

Phase III will consist of an evaluation of your program budget as detailed below:

V. Budget/Fiscal (25 points)

Programs failing to submit a comprehensive budget proposal (including budget detail sheets, coinciding budget narratives and indirect cost calculation) will be disqualified.

The evaluation of the overall cost of each proposal, including the application of third-party revenue will be performed, as follows:

1. The lowest cost/slot proposal in a Catchment area (factoring in any proposed third-party revenue) will receive 25 points. Other proposals in that area will receive points in direct proportion to the lowest cost/slot proposal in that area.

2. The cost of each proposal is determined by dividing the total proposed program cost (including any projected third-party revenue) to DOCCS by the number of proposed residential slots on any given day. For instance, if a program's total annual cost is $100,000 for 5 beds, it is factored out to be $20,000 per bed.

Awards will be made to proposals with the highest total point allocation. The total point allocation is calculated by adding the sum of a proposal's score from Phase II and its Financial score from Phase III.

Catchment Areas will be evaluated in the following chronological order based on a determination by DOCCS of where the greatest programmatic needs exist:

Round 1

The evaluation committee will review proposal total scores in the following order and make awards as follows:

Catchment Area 1 – Award to Highest Scoring Proposal
Catchment Area 1 – Award to Second Highest Scoring Proposal

Catchment Area 2 – Award to Highest Scoring Proposal
Catchment Area 3 – Award to Highest Scoring Proposal
Catchment Area 4 – Award to Highest Scoring Proposal
Catchment Area 5 – Award to Highest Scoring Proposal
Catchment Area 6 – Award to Highest Scoring Proposal
Catchment Area 7 – Award to Highest Scoring Proposal
Catchment Area 8 – Award to Highest Scoring Proposal
Catchment Area 9 – Award to Highest Scoring Proposal
Catchment Area 10 – Award to Highest Scoring Proposal
Catchment Area 11 – Award to Highest Scoring Proposal
Catchment Area 12 – Award to Highest Scoring Proposal

Please note that it is the intent of DOCCS to award contracts to the two highest scoring proposals in Catchment Area 1. In Catchment Areas 2 through 12, one contract award will be made to the highest scoring proposal in each Catchment Area.

It should be understood that DOCCS may not have sufficient funding to make an award in all 12 Catchment areas, in Round 1.

Round 2

If sufficient funding exists, the same order of review followed in Round 1 will be repeated, except that in Round 2 and any subsequent rounds, Catchment Area 1 would receive only one (1) award (not two as described in Round 1).

X. RFP QUESTIONS/DATES

DOCCS will conduct a formal non-mandatory Bidder's Conference on **Friday, January 6, 2012.** The conference will be video-conferenced at DOCCS's Community Supervision Central Office, 97 Central Avenue, Albany; Rochester Area Office, 350 South Avenue, Rochester; and, New Rochelle Area Office, 3 Cottage Place, New Rochelle. Please call the Contract Management Unit at (518) 473-3901 to confirm your attendance and be advised of the time of the conference. Due to space limitations, only two representatives from each organization may attend the conference.

Regarding this RFP process you may only contact staff in the Contract Management Unit; Ms. Barbara Farley, Associate Budget Analyst, Ms. Marla Henriquez, Contract Management Specialist I, and Ms. Lucretia Bailey, Contract Management Specialist I. Any questions pertaining to this proposal should be addressed in writing, and e-mailed to **contracts@parole.state.ny.us**. Questions must be submitted by **Tuesday, January 17, 2012**. Answers to all questions and a copy of the Bidder's Conference transcript will be posted on DOCCS/Parole website (https://www.parole.state.ny.us/rfps.html) by **Friday, January 20, 2012**.

One (1) original and eighteen (18) copies of completed proposals, with all required attachments and documentation, must be received no later than **12:00 Noon** on **Thursday, January 26, 2012**. Any proposals received after this time cannot be accepted.

Proposal must be received in a sealed box marked **"Proposal for Bid 2011-03"** and forwarded to:

NYS Department of Corrections
and Community Supervision
Contract Management Unit
Proposal for Bid 2011-03
97 Central Avenue
Albany, NY 12206

ATTACHMENT A

STANDARD CLAUSES FOR NYS CONTRACTS

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

December, 2011

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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).

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

15. <u>LATE PAYMENT</u>. 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. <u>NO ARBITRATION</u>. 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. <u>SERVICE OF PROCESS</u>. 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. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. 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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Identifying Data

Potential Contractor_____

Address_____
Street

_____
City, Town, etc.

Telephone_____ Title_____

If applicable, Responsible Corporate Officer

Name_____ Title_____

Signature_____

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

_____	_____
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By_____	_____
Name	Name
_____	_____
Title	Title
Address_____	Address_____
Street	Street
_____	_____
City State	City State

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

(1) has business operations in Northern Ireland;

Yes____ or No____

if yes:

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

Yes____ or No____

_____

Signature

ATTACHMENT B

SCOPE OF SERVICES

ATTACHMENT B

NYS DOCCS RFP 2011-03
COMMUNITY BASED RESIDENTIAL PROGRAMS

SCOPE OF SERVICES

It shall be understood by all parties that residents will remain under the jurisdiction of the Department of Corrections and Community Supervision (DOCCS). DOCCS will retain all necessary responsibility and authority over the residents. DOCCS will provide for the monitoring of business management and administration of the program, monitoring of rehabilitation services provided to residents and will periodically conduct on-site program reviews.

The Contractor shall designate an administrative liaison for the program and fiscal management of the contract. The Department of Corrections and Community Supervision will designate a contract manager on the local level who will coordinate and manage the involvement with the Department of Corrections and Community Supervision, and the service provider.

The Contractor shall furnish the necessary facilities, equipment, and personnel to provide for the safekeeping, care and assistance of persons residing in facilities as required by DOCCS.

Contract objectives and performance measures are delineated in Section I of this document and will be utilized to evaluate Contractor performance throughout the term of the contract.

A. ADMINISTRATION

1. The Contractor shall have a written policy and procedure manual for staff program operation and control. In addition, the Contractor shall develop and issue to each resident a handbook that includes general information about program operation and the resident's responsibilities in the program. Such materials shall also be made available in Spanish.

2. Program rules and regulations shall be subject to the approval of DOCCS and must clearly reflect policies regarding resident furloughs and passes as well as visitor policies. Upon admission, all residents shall be promptly advised in writing of the "house rules", "cardinal rules", or other rules of the program and the program's discipline system. Such notice shall also be available in Spanish.

3. The Contractor shall attend and participate in meetings with DOCCS staff and other Contractors for the purpose of training, technical overview of performance under this contract, problems encountered, and recommendations for program improvement.

4. The Commissioner of DOCCS or his designee shall have immediate and on-going access to residents and all records pertaining to residents. Non-compliance with this section constitutes a violation of the terms of the contract and can result in immediate termination of the contract.

5. No individuals under community supervision shall have the authority to supervise other residents. In addition, no residents shall have access to the records of other residents or to DOCCS computer equipment.

6. The Contractor must develop a specific plan, subject to approval by DOCCS, for searching for contraband.

7. The Contractor will maintain a current Certificate of Occupancy at the program site.

8. The Contractor shall establish adequate record-keeping systems that will ensure prompt, complete submission of all fiscal and programmatic forms to the Department of Corrections and Community Supervision, as required, on a monthly basis.

9. The contractor shall establish as system of accountability and a method of disposition of residents' belongings, in the event of death, abscondance or transfer.

10. The contractor must maintain a record of any disbursement to residents for authorized expenses.

11. Medical Services

    a. Community-Based Residential Program shall submit to DOCCS a specific plan for a Tuberculosis Control Program approved by local or state health officials, an HIV Prevention and Education Program, and procedures for dealing with medical emergencies. There shall be, as part of this plan, evidence of the availability of emergency medical services (e.g., letter of agreement with community clinic or hospital).

    b. Only medical and dental personnel who are appropriately licensed or certified shall prescribe or administer medical and dental care for residents.

    c. DOCCS does not reimburse health care providers or Contractor for health care expenses. The Contractor is to arrange for Medicaid coverage or other third party reimbursement for residents. Residents that are employed and not eligible for Medicaid or Medicare are responsible for their own health care costs.

    d. The Contractor will provide a secured location to residents for the safekeeping of any prescribed medications. A medication control log will be kept for the documentation of resident's receipt of medications.

B. <u>PERSONNEL</u>

1. Each Community-Based Residential Program shall employ staff that is adequate in number to effectively conduct its program. Preferred staffing includes the following: a full-time Administrative Director, experienced Case Manager(s), clerical support, and 24-hour staff coverage to provide security and control. The Case Manager will conduct needs assessments, stabilization planning, referrals, and follow-up to ensure compliance with the referrals made. Staff to resident ratio to be determined with approval of DOCCS.

2. The Contractor shall maintain written job descriptions which accurately describe current duties for all personnel providing services under this contract. The job description shall be given to

each employee. Staffing should reflect the diversity of the client population. An ability to serve Spanish-speaking releasees is required.

3. Pre- approval by DOCCS is required for the hiring of all program staff. No individual who has been convicted of any crime that would bring into question the competence or integrity of the individual to provide services, shall be employed in the Community-Based Residential Program, unless prior approval is obtained from DOCCS. No individual under active DOCCS Supervision is eligible for employment in the CBRP contract program, unless prior authorization is obtained from DOCCS.

4. In order to assure that staff members are free from any health problem that is a potential risk to clients or may interfere with the performance of their duties, program staff members are to have an annual medical examination, which should include PPD testing.

5. Contract Standards of Employee Conduct shall include, but are not limited to, the following:

   a. No Contractor employee may fraternize with any participant except in a working relationship that will further the approved goals of the Contractor's program. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or non-tangible) gift, favor or service, from a resident or from any resident's family or close associate no matter how trivial the gift or service may seem. All staff is required to report to the Program Director any violation or attempted violation of these restrictions. In addition, no staff shall give any gifts, favors or services to residents, their families or close associates, or otherwise display preferential treatment. The Contractor will report any violation or attempted violation to DOCCS.

   b. No individual employed by Contractor shall enter into any business or personal relationship with residents.

   c. No Contractor employee shall have any outside contact (other than incidental contact) with a resident, his family or close associates, except for those activities which are an approved, integral part of the program and a part of the employee's job description.

   d. Contractor employees are forbidden to engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor.

   e. The Contractor shall notify all employees of the Standards of Employee Conduct and document this notification by having the employee sign and date a written Standards of Employee Conduct Agreement, a copy of which must be kept on file.

   f. Any violation or attempted violation of the restrictions in this section shall be reported immediately to DOCCS staff. Any failure to report or to take appropriate disciplinary action against an offending employee may subject the Contractor to sanction.

6. The Contractor may make use of citizen volunteers in the program, with prior DOCCS review and approval. Such volunteers shall be screened as to their background and suitability for such work and shall receive orientation, training, and supervision from the Contractor. They shall be subject to the same standard of conduct as in Section B (5), above.

7. Program staff shall, in the rare instance when deemed necessary by DOCCS, provide testimony and supporting documentation in community supervision revocation proceedings.

C. FACILITY

1. Each Community-Based Residential Program must have safe and adequate facilities to carry out its program. The program site must be located in areas where housing of the client groups to be served would not be in violation of local laws, ordinances or rules. Additionally, the Community-Based Residential Program must adhere to the following minimum space requirements as appropriate to the services provided:

    a. Sleeping area: 80 square feet per resident for single beds, or 40 square feet per resident for two-deck bunks or temporary usage. Maximum dormitory capacity is 24;

    b. Kitchen: 50 square feet;

    c. Assembly: 6 square feet per person;

    d. Corridor widths: 3 feet minimum;

    e. Minimum ceiling height in living areas: 7 feet 6 inches;

    f. Minimum ceiling height in corridors: 7 feet;

2. Each Community-Based Residential Program must be clean, sanitary, safe and suitable for the comfort and care of the residents, and must have, as appropriate:

    a. An interior fire alarm system with sound and light sufficient to alert all occupants. Such system must be maintained in operating condition;

    b. Fire and Safety Inspection Certification must be maintained and displayed in a visible area;

    c. Sufficient fire extinguishers or appropriate size and type with a tag showing the latest recharging date. Extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of fire;

    d. Smoke and fire barriers of one hour fire rating installed between floors of buildings of more than two stories;

    e. Walls and doors of a minimum of one hour fire rating for all corridors of residential buildings of more than two stories;

    f. Two means of egress with doors equipped with appropriate hardware and in compliance with the applicable codes;

    g. The building will conform to the NYS Uniform Fire Prevention and Building Code (Title 9 NYCRR) occupancy classification for multiple dwellings;

h. Exit signs with legible letters not less than 6 inches high and ¾ inch wide strokes, on contrasting backgrounds. Illuminated exit signs of same size letters are required in places of assembly and at exits of residential building corridors and passages. Exit signs must be posted in English and Spanish;

i. Adequate protection from hazards in heater and boiler rooms;

j. A smoke detector and carbon monoxide detector that emits a distinctive signal of its own, or activates the fire alarm system. A direct connection to the local fire department is advisable where available. In its absence, a telephone shall be provided on each floor, with the local fire department's telephone number posted in bold print on a contrasting background;

k. In order to safeguard residents' valuables, and to minimize risk of theft, each resident must be provided with an individual locker/individual storage cabinet, with the ability to be locked by key only. (No combinations locks allowed) Each locker /storage cabinet should be clearly labeled with individual resident's name;

l. Adequate lighting and ventilation;

m. There shall be a minimum of one toilet and one sink per each 10 residents and a minimum of one tub or shower per each 10 residents. All facilities shall provide sufficient lavatory facilities to insure the privacy of male and female residents;

n. A building heating system capable of supplying sufficient heat to maintain a temperature of 68 degrees Fahrenheit;

o. Furnishings which include comfortable beds;

p. Linen supplied at least weekly, including three towels;

q. Dining space and a comfortable living room with facilities for recreation;

r. An adequate and safe water supply;

s. Adequate equipment to meet daily dietary and nutritional needs on-site;

t. Proper disposal of waste and sewage;

u. Extermination Services Plan addressing how services will be performed and frequency;

v. Specific plan on dealing with possible bed-bug infestation.

3. Each Community-Based Residential Program shall observe at least the following safety precautions:

a. Fire drills, utilizing the interior fire alarm system, shall be conducted every month. They shall be held at different times of the day and night when the building is occupied. A written record shall be maintained, indicating the time the drill is held, the number of participants and how long it took to evacuate the building;

b. Fire regulations and evacuation routes shall be posted, in English and Spanish, in bold print, on contrasting backgrounds and in conspicuous locations;

c. All buildings shall have at least one telephone line;

d. There must be a first aid area equipped with adequate basic first aid supplies;

e. Staff shall be familiar with first aid practices and emergency contact procedures;

f. Employees shall be trained in the use of fire extinguishers and the means of rapidly evacuating the building;

g. Nightlights shall be provided in all hallways and stairways;

h. Shielding shall be provided for all unprotected high-temperature piping, etc., which is located where people can come in contact with exposed surfaces;

i. Unvented open-flamed space heaters shall not be used;

j. Only metal containers with fitted covers shall be used for storage of refuse;

k. All flammable materials shall be stored in metal cabinets;

l. There shall be no obstructions to corridors or exits or accumulation of combustible materials in unauthorized areas;

m. Emergency lighting shall have sufficient capability to provide for the safe evacuation of the building; and,

n. When facilities are provided which serve both males and females, sleeping areas shall be separated by gender.

D. <u>REFERRALS</u>

1. The DOCCS will pre-screen prospective resident referrals according to program eligibility criteria.

2. DOCCS will identify eligible releasees for screening by the Contractor and will provide the Contractor, with a DOCCS CBRP referral form, and where appropriate, a copy of the following documents:

   * Inmate Status Report
   * Any Violation of Parole Reports on File

* Mental Health Evaluation
* Comprehensive Medical Screen
* Substance Abuse Screening Results
* Conditions of Release/Special Conditions
* Consent forms
* Copies Identification documents

3. A referral acceptance decision to DOCCS is required within 5 working days from the receipt of referral package. In any case disapproved for acceptance by the Contractor, the Contractor shall provide DOCCS with written reasons for disapproval. Disapprovals by the Contractor will be subject to discussion and review with DOCCS for problem resolution. Exclusions will be determined on a case-by-case basis via consultation between DOCCS and the Contractor. DOCCS will determine appropriate clients for program admission.

4. DOCCS and the Contractor shall agree upon the program entry date for prospective residents. The Contractor shall notify the DOCCS within one working day if the releasee fails to report to the Community-Based Residence Program on the appointed date.

5. The resident must remain at the specific Community-Based Residential Program site to which he/she was assigned, and shall not be transferred by the Contractor to another residential program without prior notification to and authorization from the Parole Officer.

6. The Contractor shall not discharge a resident from program without prior discussion with the Parole Officer/Senior Parole Officer, unless in emergency situations. In such cases, efforts to contact the Parole Officer/Senior Parole Officer via cell phone, or e-mail, must continue.

E. INTAKE / RESIDENT CASE RECORDS

1. Within 24 hours of admission, an intake assessment will be completed by qualified program staff. This assessment shall include:

   a. Personal history including family, vocational, educational, and legal information;

   b. Chemical Dependency history including substances used, onset of use, and any prior treatment history; and,

   c. Note medical and/or mental health history, including medications.

2. Contractor will maintain individual case file for each resident. Each record shall include:

   a. Resident name, NYSID, DOB, age, sex, race, marital status, copy of CBRP referral form and other referral materials;

   b. Copy of intake assessment, including signed receipt indicating that the resident received a copy of program rules and regulations;

c. An individualized program stabilization plan, including modifications as required, signed by the resident, program staff and the Parole Officer;

d. Documentation of compliance with stabilization plan;

e. All notices of disciplinary action, appeal or related documentation;

f. Results of substance abuse testing performed;

g. Copies of any consent to release information forms executed by the resident;

h. Copies of all written or telephone correspondence to and from DOCCS ;

i. A discharge summary which, at a minimum includes the following information:

1) Resident name
2) Identifier (NYSID# or DIN #)
3) Date entered program
4) Discharge status
5) Brief narrative describing presenting problem upon entry, stabilization plan goals and success in implementing these
6) Discharge plan
7) date discharged
8) residence (specify whether live alone, family, with friends, in residential program; include address, phone)
9) employment (specify employed, unemployed, public assistance, stipend program; include employer's name, address and phone employed)
10) other (education; training)
11) Aftercare services required/referrals made
12) Program staff signature
13) Date summary prepared

3. The Contractor will have the resident read and sign all necessary releases for confidential information.

4. Protection of confidentiality of case records is essential. Applicable federal and state law and regulations, including 21 CFR 2 Part 2, and procedures and guidelines must be followed. No records concerning residents may be disclosed to the resident or public without prior approval of the Commissioner of DOCCS, nor can any records be released without a fully executed consent form pursuant to 21 CFR 2.31.

5. The resident will be provided with a copy of resident handbook and copy of program rules and regulations. A copy of the signed acknowledgement of the receipt of both handbook and rules and regulations must be included in case file.

6. The Contractor shall maintain a record of all personal articles brought into the facility by resident and stored for the resident by the Contractor; the Contractor shall provide the resident with a receipt for any articles stored by the Contractor.

7. Within 5 business days of intake assessment, an individual stabilization and transition plan must be developed for each resident. The plan must be recorded in case file, and must be approved by Parole Officer/Senior Parole Officer. This plan shall include as a minimum:

   a. long and short term goals to address stabilization and criminogenic needs, such as:

      1) public benefits/entitlements
      2) housing
      3) clinical services
      4) change of attitudes, orientations, and values
      5) promote family reunifications where appropriate and where public safety would not otherwise be jeopardized,

8. A stabilization plan may be amended at any time, but any such amendment and the reason for it shall be discussed with the Parole Officer/Senior Parole Officer, and be recorded in the resident's case record. Each resident's stabilization plan must be reviewed at least every month by a supervisory staff member, such as Program Director, or Case Manager, in order to determine effectiveness of such plan, and current suitability. The resident's adjustment or progress, including progress in identifying housing options, meeting treatment, employment, vocational and/or educational goals, is to be evaluated during this process. Resident should be engaged and encouraged to be an active participant of such review in stabilization plan.

9. Each case is to be reviewed with the Parole Officer/Senior Parole Officer at 30 days and again at 60 days from admission with a view towards transitioning to permanent housing. No resident may remain beyond 120 days without the approval of the DOCCS, following a formal request to the contract manager.

10. Failure of the resident to follow stabilization plan must be referred by the Contractor to the Parole Officer/Senior Parole Officer for a determination as to the suitability of the resident for retention.

11. The contractor will, within five (5) working days of discharge of the resident from the facility, forward a discharge summary to the Parole Officer/Senior Parole Officer.

12. The contractor shall maintain a sign-out log which residents will be required to use. The sign-out log shall record the resident's destination, purpose of pass, curfew, time out, time of return, and signatures of resident and approving facility staff member. The Parole Officer/Senior Parole Officer shall have immediate access to the log upon request.

F. <u>RESOURCES</u>

1. The contractor shall provide assistance to residents in obtaining residential opportunities through contacts and linkages with housing agencies and/or community housing resources. The Contractor can fulfill this responsibility directly through resources available within its own residence network, by referral to residential resources available within the community, by exploring opportunities for family reunification as appropriate, or by accessing residential treatment as needed. The Contractor will assist in community transitioning.

2. The Contractor shall ensure that, as appropriate, a comprehensive range of evidence-based services, including but not limited to cognitive-behavioral therapy, chemical dependency treatment, co-occurring disorders treatment, anger management therapy, vocational, educational, legal, mental health, health services, and social services, are made available to each resident as necessary, by appropriately credentialed providers. The Contractor can fulfill this responsibility by identification of need and referral to community resources approved by DOCCS. Support services recommended and utilized shall be documented in each resident's case record.

3. The Contractor must develop formal linkages with other community providers of services (i.e. health, anger management, mental hygiene, human service providers, local department of Social Services, and local county re-entry task forces where available). Formal linkages may take the form of written agreements or other documentation of established relationships.

4. The Contractor's program shall include weekly case review with residents relative to program participation and related goals established at intake.

5. As indicated by the resident's need(s) and in consultation with the Parole Officer/Senior Parole Officer, the Contractor shall provide or arrange for entitlement application assistance, employment assistance and support, savings programs, group counseling, carefully planned community living arrangements which will meet the needs of the individual and his/her family after release, access to and use of supportive community resources which can be utilized after release, and placement in educational and/or training programs.

6. The Contractor shall provide residents with transportation assistance as appropriate.

7. The Contractor shall establish procedures to ensure that each resident is verified as being present or accounted for, at least two times per day. A system for documenting this verification will be employed by the Contractor.

G. <u>CASE MANAGEMENT SERVICES</u>

1. Public Benefits

   a. The continuum of treatment services, including chemical dependency, medical and mental health treatment are critical in the stabilization process and are supported by Medicaid, for individuals who are unemployed or do not otherwise have medical coverage.

      1) The contractor will assure that a continuum of care is maintained by assisting the resident, when necessary, with the application of public benefits and submission of same to the appropriate local social service district. For those residents that do not require assistance with completing the application, the contractor will verify with the local social service district that the resident applied and will monitor the status of the application with the local Department of Social Services. Resident's failure to comply with the DSS mandates should be brought to the attention of the Parole Officer/Senior Parole Officer immediately.

2) The contractor will assure that the resident has the appropriate identification and documentation to apply for public benefits.

3) The contractor will assure that each resident is directed to the Department of Social Services within 2 business days of admission.

4) All such efforts to assist with the activation of public benefits will be documented in the resident's case record.

2. Employment

a. The Contractor shall develop meaningful employment opportunities for residents through contacts and linkages with prospective employers, liaison with community placement services, and development of related supportive resources. Meaningful employment means the matching of jobs to resident needs, aptitudes, desires and capabilities, as well as conformance with the community supervision mandates/special conditions.

b. The Contractor shall ensure that residents are prepared for job seeking. This shall include counseling on how to conduct oneself in an interview and exploration and assessment of the resident's skills, interests and economic needs that will influence the type of employment that will be suitable.

c. The Contractor will notify the Parole Officer of resident's employment to assure conformance with community supervision mandates.

d. Once a resident is employed, the case manager shall provide skill development in the area of budgeting and money management.

e. The Contractor shall encourage the residents who have gained employment to open up a savings account at a state-licensed banking institution, towards the goals of permanent housing, payment of any unpaid reparation, etc. The Contractor shall not collect any fees from residents, nor shall collect, save, or hold any funds for the residents.

3. Chemical Dependency Services

a. Linkages for chemical dependency counseling shall be provided, if mandated by the Parole Board, stipulated by the Parole Officer or indicated by treatment plan. Case Manager must refer to OASAS-licensed treatment providers.

b. Community-Based Residential Program staff shall keep the Parole Officer/Senior Parole Officer informed of referrals made on resident's behalf, counseling schedule, plan, and compliance. This information must be recorded in the resident's case file.

c. In consultation with the Parole Officer, the Contractor shall make arrangements to provide substance abuse testing for residents as follows, unless otherwise agreed to in writing with DOCCS.

d. All residents shall be subject to substance abuse testing a minimum of once within the first 24 hours of program admission and once per month thereafter, on an unscheduled basis.

e. Contractor substance abuse testing policies and procedures must be in writing and are subject to DOCCS approval.

f. Substance Abuse Results – All substance abuse test results (positive and negative) will be documented in the resident's case file and reported to DOCCS on a monthly basis on required reporting forms. Contractor staff shall thoroughly investigate each positive substance abuse test result to validate the positive finding. The Contractor shall immediately verbally report all positive test results to the Parole Officer.

4. Residence Development

a. The process for development of permanent housing should be initiated by Case Manager, within the first 30 days of admission.

b. The Case Manager shall provide assistance to residents in obtaining stable residential opportunity through contacts and linkages with housing agencies and/or community housing resources. The Contractor can fulfill this responsibility directly through resources available within its own residence network, by referral to residential resources available within the community; by exploring opportunities for family reunification as appropriate, or by accessing residential treatment as needed. All such efforts shall be documented in the resident's case record. The Contractor will assist in community transitioning. **Shelter placement shall not be considered a desirable placement.**

c. Permanent Housing placement is subject to final approval of the assigned Parole Officer.

H. COMMUNITY SUPERVISION

1. Each resident is also, as required by State law, under the supervision of a Parole Officer at all times. Parole Officers will provide supervision as required by the Department of Corrections and Community Supervision.

2. The Parole Officer has the right to visit the facility and interview residents at any reasonable time and at other times when necessary, and shall have immediate access to all records pertaining to each resident's participation in the program.

3. The Parole Officer has the authority to, and may, search the resident and his belongings.

4. The Parole Officer shall notify the Senior Parole Officer of any situation that is in violation of the Scope of Services. The Senior Parole Officer will report all violations of the Scope of Services as appropriate, including notice to the Contract Manager.

5. The Parole Officer/Senior Parole Officer and the Program staff shall work collaboratively to provide coordinated linkages to counseling, rehabilitation services, and supervision of residents. At any given time, the Parole Officer/Senior Parole Officer may request a meeting with the Case Manager to review case progress of each releasee residing in the program.

6. All requests for residents to be on leave beyond curfew or overnight hours, must be approved by the Parole Officer/Senior Parole Officer. In any instance where a resident is absent overnight without authorization, the Contractor shall notify the Parole Officer/Senior Parole Officer as soon as possible, but no later than the following business day. Notification efforts can take the form of contacting Parole Officer via cell phone, electronic mail, or landline communication. The Contractor shall ensure that the notification has been acknowledged by DOCCS staff.

7. No resident will have driving privileges without the written authorization of the Parole Officer or Senior Parole Officer.

I. REPORTING AND PERFORMANCE MEASURES

1. Reporting of Incidents

   a. The Community-Based Residential Program shall comply with all appropriate reporting requirements established by DOCCS.

   b. The Contractor shall report all unusual incidents involving a resident to the Parole Officer/Senior Parole Officer with any information requested regarding the unusual incident. DOCCS will provide the Contractor with phone numbers for reporting unusual incidents including weekends and holidays.

2. Serious, unusual incidents as listed below shall initially be reported within fifteen minutes of the discovery of their occurrence. Appropriate details shall be reported as soon as possible, preferably within thirty minutes after the discovery of their occurrence.

   a. Abscondance or attempted abscondance from a facility.

   b. Death, serious injury or attempted suicide of a resident.

   c. Death or serious injury to an employee.

   d. Death or injury to a visitor which occurs on program property.

   e. Any incident that seriously affects the normal operation of a facility has a significant impact on the image of the program, or where a law enforcement agency is summoned to the program.

   f. Arrest of a resident or any indication that any law enforcement agency has an interest in or is seeking a resident as a witness or suspect.

   g. Resident assault on employee, volunteer, or visitor.

   h. Any criminal act committed or alleged to have been committed by a resident or employee or any other person while on program property.

   i. Any assault or attempted assault involving the use of a weapon.

j. The Contractor shall supply the Parole Officer with any and all information and reports as requested and as required for DOCCS records.

3. Visitation Policies

a. The Contractor must establish procedures, subject to approval by DOCCS, in relation to visitors to the program site.

4. Resident Discipline

a. The Contractor may utilize graduated responses approved by DOCCS, to address non-compliance, which may result in graduated sanctions such as extra work details, etc., to be determined by the Contractor. This informal resolution shall be handled according to the approved Contractor's policy.

b. The Contractor shall provide the Parole Officer/Senior Parole Officer/appropriate Community Supervision staff, with Policy and Procedures regarding disciplinary issues, and a list of agreed-upon graduated responses that the Contractor may impose. Changes in this list shall be only with the approval of the Parole Officer/Senior Parole Officer. Residents shall be notified of disciplinary action in writing within 24 hours of the occurrence with a copy of this notice forwarded to the Parole Officer/Senior Parole Officer.

c. Violation of the Contractor's "cardinal rules", prohibited acts or repeated notice of discipline or appeal shall require a case conference between the resident, program staff and the Parole Officer/Senior Parole Officer within 48 hours of notice of violation or appeal to determine whether the resident should be retained in the program and to modify the stabilization plan as necessary. Residents may appeal in writing to the Program Director any sanction imposed within 24 hours of imposition of sanction.

5. Removal Procedures

a. If it becomes necessary to involuntarily remove a resident from the Program, the Program Director and Parole Officer/Senior Parole Officer will coordinate efforts to effect the removal in a professional manner that minimizes program disruption, as follows:

b. The Contractor shall not expel a resident from the Program without prior notification to the Parole Officer/Senior Parole Officer, except in circumstances where waiting for this notification would otherwise threaten the safety of the resident, program staff, or others. In such cases, notification efforts must be diligently continued via cell phone and e-mail. Contract Managers need to be copied on this type of communication.

c. DOCCS shall have the right to remove from the residence any releasee it deems unqualified for continued program involvement upon notice by the Parole Officer/Senior Parole Officer, either in writing or orally, to the Contractor.

6. Reporting and Performance Measures

a. Program Reporting

1) Contractor shall submit monthly reports concerning program operation to DOCCS. Said monthly program reports shall be submitted on Community-Based Residential Program Monthly Statistical Report forms, including the Referral Tracking Sheet and Census Sheet. These forms shall be fully completed, pursuant to the directions provided, and shall include for all client groups, unless expressly waived by DOCCS in writing, information of all referrals, enrollments and program discharges; a listing by name (using the same name that DOCCS used in making the referral) and NYSID number of all enrolled releasees indicating their status, dates and outcomes of all drug testing (both positive and negative); a narrative section describing any problems which originated within the program or DOCCS, including the adequacy of the number of referrals, the appropriateness of referrals, communications between the Contractor and DOCCS, meetings between the Contractor and DOCCS, staffing problems, training problems; and any other information that may be requested by DOCCS. The reports shall be submitted in such format as may be requested by DOCCS or on such forms as may be provided by DOCCS. Said reports must be signed by the program coordinator or his/her designee. All monthly reports shall be submitted to DOCCS' Reentry Services Manager by the tenth (10th) date of the following month.

2) Contractor shall, within five (5) working days of discharge of the releasee from the program, forward to the Parole Officer a discharge summary. A copy of the discharge report must also be submitted to the Reentry Services Manager. Such discharge reports shall include, unless expressly waived in writing by DOCCS: releasee name, NYSID, date entered the program, a summary of releasee's stabilization plan goals and success in implementing these goals, date discharged and discharge reason, the date and results of all drug tests, type of residence to which releasee was released, employment information, and the date of any aftercare referrals made, including the name of the program to which the releasee was referred and contact person. Said reports must be signed by the assigned program case manager.

7. Performance Measures

a. Contractor will submit a quarterly narrative report to DOCCS Contract Manager, with client data, delineating for each case how the program has met the goals and requirements established in sections A through I of the scope of services (Attachment B).

b. It is DOCCS expectation that services provided will have a positive impact on offender issues such as: involvement with negative peer associations, anti-social attitudes, beliefs and values as well as issues of homelessness, chemical dependency and employment.

c. The Contractor will be required to cooperate with the provision and collection of all information as required by DOCCS to ascertain compliance with the contract. Performance measures shall include, but are not limited to, the following:

1) Contractor ability to secure or provide programming to address resident's needs in the areas of chemical dependency, employment, housing, entitlements, and other ancillary services as deemed necessary;

2) Contractor ability to provide linkages with effective program services that utilize cognitive behavioral therapeutic programming and other evidence-based practices;

3) Level of contractor involvement in program design, staff performance and practices related to ensuring that program goals and values are consistent with those of DOCCS;

4) Level of contractor ability to incorporate a DOCCS standardized actuarial risk/need assessment instrument (when made available to the contractor by DOCCS) into practices related to decision-making and service delivery;

5) Contractor ability to assess staff service delivery skills and to employ educated, experienced staff;

6) Contractor ability to self-assess program services and ability to make improvements as required; and

7) Contractor ability to provide high levels of advocacy and brokerage on behalf of parolees.

ATTACHMENT C

PROPOSAL RESPONSE QUESTIONS

ATTACHMENT C

NYS DOCCS RFP 2011-03
COMMUNITY BASED RESIDENTIAL PROGRAMS

PROPOSAL RESPONSE QUESTIONS

Instructions: Provide succinct responses in no more than 10 (ten) pages total (single spaced), to the following questions. Do not attach any documents or attachments not requested by the RFP. Simply answer the questions in the clearest, most direct manner possible.

Please note that the RFP reviewers will not read or evaluate any information contained in those pages that exceed the 10 page limit.

I. AGENCY SUMMARY (10 POINTS)

A. Describe your agency's mission, structure and experience as a service organization. Attach a copy of your organization's by-laws, a list of your Board of Directors and if applicable, include a copy of your Certificate of Incorporation. (2 points)

B. Describe your understanding of the program and its objectives as described by the in ***Attachment B***. (2 points)

C. What direct services will your agency provide and specify those service areas which will be met by an outside agency? (2 points*)*

D. Delineate the outstanding features of your program that distinguish your agency from other comparable programs. (4 points)

II. PROGRAM INFORMATION (40 POINTS)

A. Describe the program site location, proximity to public transportation and physical layout including the ability to provide adequate food services. For Client Group D demonstrate compliance with state and local ordinances. Attach a copy of the certificate of Occupancy and copy of licenses if required to provide services at the location and a letter of non-opposition from local appropriate government officials. (6 points)

B. Describe the management structure of the proposed program identifying the qualifications and responsibilities of assigned staff, client to staff ratio and methods to provide 24 hour security and control. Attach resumes, position titles and job descriptions. (3 points)

C. Describe all client groups (A through D) that can be served by your program. What are your program's exclusionary criteria and the reasons for your inability to serve a particular Client Group? (6 points)

D. Describe your drug testing procedures. (3 points)

E. Indicate what steps your agency will take to implement this program, prepare for case referral/placement and coordination with DOCCS. (3 points)

F. What other population(s) do you serve, if any, at the same site you propose to provide services to DOCCS? What impact will this have on the proposed CBRP program? (3 points)

G. Describe your agency's ability to provide reasonable accommodations and services to individuals with disabilities, including individuals who require use of wheelchair; individuals with medical problems who may also have been prescribed medications; or individuals with a combination of the afore-mentioned conditions. (5 points)

H. Demonstrate proof of extermination services performed within the previous six (6) months and a plan for every six months to follow. (3 points)

I. Describe the proposed plan to implement critical elements of stabilization including: intake, case management, use of evidence based programs and community resources. (8 points)

III. EXPERIENCE/REFERENCES (15 POINTS)

A. Describe your agency's experience in working with criminal justice populations, specify the total number of years of experience, and identify any current services of a similar nature being provided to other agencies. (5 points)

B. Describe any specific programs or services your agency has provided to DOCCS. Provide information on the performance of the program and total number of years of experience, specifically with DOCCS. (3 points)

C. Describe your agency's experience in identifying community linkages and community placements to criminal justice populations released from Correctional settings to the community. Provide copies of any written agreements which demonstrate and support formal linkages with the local Department of Social Services and County Reentry Task Force and other ancillary community providers. (4 points)

D. **Attach three professional letters of reference**. Letters should be on official letterhead and include name, address and phone number. References from the Department of Corrections and Community Supervision staff are not acceptable. (3 points)

IV. PROGRAM PERFORMANCE (10 POINTS)

A. Provide the following information concerning the operation of your program or realistic projection of your proposed program operation. Specify the timeframe on which the data is based or projected and whether criminal justice clients are being served or will be served. (2 points)

- **Utilization Rate:** The percentage of your program's capacity that is or will be utilized.
- **Enrollment Rate:** The percentage of clients referred who are enrolled or will be enrolled once referred.
- **Length of Stay:** The average numbers of days clients remain or will remain in the program.
- **Program Completion Rate:** The percentage of discharged clients who completed or will complete your program.

B. Describe how your organization will periodically assess program performance and how such assessments will be used to improve services and coordination with DOCCS. (3 points)

C. Indicate what efforts your organization will employ to maximize participation by clients in the program. Please include specific examples of these efforts. (3 points)

D. Describe your agency's ability to provide both electronic monthly program reports and individual progress reports. (2 points)

V. BUDGET/FISCAL (25 POINTS)

A. Budget Detail Sheet and Budget Narrative/Justification Overview

In ***Attachment E***, please provide a narrative justification and budget detail sheet that specifically lines out the funding required to support your program annually. Be sure to include all of the required details and narrative justification. (Note: Proposals should clearly identify the funding required annually on the budget detail sheet.) Narrative justifications should properly reflect each line of the budget detail sheets. Please include any formulas used to calculate salaries, fringe benefits, non-personal service numbers, and third-party revenue. DOCCS will not consider any proposal where the per bed annual costs exceeds $20,400. If you propose a per bed annual costs in excess of these levels, your proposal will be disqualified.

If your proposal's required budget detail sheet(s), budget narrative/justification(s), and indirect cost calculation are not included in your bid, your proposal will be disqualified.

B. Third-Party Revenue Projection Guidelines

All successful contractors will be required to make on-going efforts to receive third party revenue (Housing Assistance funds) during the course of the contract. Obtaining this third party revenue is not a contractual requirement but making a good faith effort, as determined by DOCCS management, is. In your proposal please specify the procedures that will be employed to obtain third-party funding in the budget narrative. Include the success of your organization in receiving third-party revenue and explain the impact on the proposed program if less third-party revenue than projected is received. DOCCS will not be in the position to make up any projected third-party revenue that does not materialize and reserves the right to consider this a contractual violation. Be careful to project accurately and take all necessary measures to achieve projected revenue levels. If you are not projecting receipt of third party revenue, you must explain why and will still be required during the contract period to make a good faith effort to receive it. If your proposal includes third party revenue, please assume that no more then 50% of clients will be eligible for third party reimbursement at any one time.

1. Projected third-party revenue will be treated as funding for the program that has a direct result of reducing the cost to DOCCS, and therefore will improve a proposal's overall fiscal score. For example, if a program's total expense equals $100,000 and the program projects to receive $25,000 in third-party revenue, the total cost to DOCCS is $75,000.

2. Parolees cannot be required to contribute toward your program costs. Any third-party revenue referencing client (parolee) payments will not be acceptable. DOCCS will **not** change your proposed cost, and if your program receives an award, you will be required to make up the third-party revenue in some other way.

C. Indirect Costs (Administrative Overhead)

All proposals must include detailed information to support its indirect costs administrative overhead projection (if included in proposal). Such submission must include a detailed listing of all "indirect costs" at the major-object level, and the same for all direct program costs for all contractual agreements that your organizations has with other entities (see Attachment E-1 for the required format). Under no circumstances can any costs be split between direct and indirect categories.

D. Start-up Cost Guidelines

DOCCS requires programs that are fully prepared to operate at maximum capacity on day one of the contract. Accordingly, no start-up costs will be provided and should not be requested as part of your proposal. If start-up costs are included in your proposal, it will be disqualified.

E. Budget Narrative Guidelines

As a guideline, the Budget Narrative should explain, at a minimum, the following in DETAIL:

1. Personnel Services Expenditures: Title, Percent to DOCCS, and responsibilities;
2. Fringe Benefits;
3. Contractual/Consultant Services;
4. Real Estate: Square Feet and cost to DOCCS;
5. Travel Expenses;
6. Supplies and Materials;
7. Equipment;
8. All third party revenue projections (No client (releasee) payments/ contributions are acceptable as third-party funding); and

F. Budget Evaluation

Programs failing to submit a comprehensive budget proposal (including budget detail sheets, coinciding budget narratives and indirect cost calculation) will be disqualified.

The evaluation of the overall cost of each proposal, including the application of third-party revenue will be performed, as follows:

1. The lowest cost/slot proposal in a Catchment area (factoring in any proposed third-party revenue) will receive 25 points. Other proposals in that area will receive points in direct proportion to the lowest cost/slot proposal in that area.

2. The cost of each proposal is determined by dividing the total proposed program cost (including any projected third-party revenue) to DOCCS by the number of proposed residential slots on any given day. For instance, if a program's total annual cost is $100,000 for 5 beds, it is factored out to be $20,000 per bed.

ATTACHMENT D

PROPOSAL COVER SHEET

ATTACHMENT D

NYS DOCCS RFP 2011-03
COMMUNITY BASED RESIDENTIAL PROGRAMS

PROPOSAL COVER SHEET

Bidder's Legal Name: _____

Contact Person: _____

Business Address: _____

_____

Phone: _____

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

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

Catchment Area/County Proposed: _____

Total Number of Beds Proposed: _____

Proposed Program Site Address: _____

_____

Phone: _____

Amount Requested for Program: _____

Submitted By:

Name and Title of Authorized Official: _____

_____

Signature of Authorized Official: _____

Date: _____

Note: Signature lends applicant to a firm offer for a 180-day period from the date of the submission.

Completed and submitted the following:

Mandatory Requirements (*) - Pass/Fail Checklist:

- ☐ ***Original proposal plus eighteen (18) copies**
- ☐ ***Signed Proposal Cover Sheet (*Attachment D)***
- ☐ ***Budget Detail Sheet(s), Narrative Justification(s), and Indirect Cost Calculation Form (*Attachment E)***
  - ☐ ***Program Annual Budget Form**
  - ☐ ***Narrative Justification for Program Annual Budget**
  - ☐ ***Indirect Cost Calculation Form for Program Annual Budget *(Attachment E-1)***
- ☐ ***Ten (10) page single-spaced Proposal Response Questions (*Attachment C*)**
- ☐ ***Current Certificate of Occupancy (COO) or equivalent**
- ☐ ****FOR-PROFIT PROVIDERS ONLY* - Legal Forms (Attachment G)**
  ***State Finance Law §139j and §139k**
  - ☐ ***Attachment 1 - Contractor's Certification of Compliance**
  - ☐ ***Attachment 2 – Contractor's Affirmation of Understanding of and Agreement**
  - ☐ ***Attachment 3 – Contractor's Disclosure of Prior Non-Responsibility Determinations**
  - ☐ ***Attachment 4 – Contract Termination Provision**

Non-Mandatory Documentation:

- ☐ Copy of organization's by-laws, list of Board of Directors and Certificate of Incorporation; if applicable
- ☐ Copy of any applicable licenses
- ☐ Resumes of staff to provide services
- ☐ Proof of extermination services performed within the previous six (6) months
- ☐ Copies of any written agreements which demonstrate and support formal linkages
- ☐ Three professional letters of reference
- ☐ Legal Forms *(Attachment G)*:
  ***ALL PROVIDERS*:**
  - ☐ Vendor Responsibility Questionnaire - Check one of the following:
    - ☐ A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.
    - ☐ A Vendor Responsibility Questionnaire is attached to this bid/proposal.
  - ☐ Signed Non-Disclosure Agreement

  FOR PROFIT PROVIDERS ONLY:
  - ☐ Worker's Compensation Insurance
  - ☐ Tax Certification

Checklist complete – Bidder's Name: _____

Signature: _____

ATTACHMENT E

BUDGET FORM(S)
NARRATIVE JUSTIFICATION(S)
INDIRECT COST FORM

ATTACHMENT E

NYS DOCCS RFP 2011-03
COMMUNITY BASED RESIDENTIAL PROGRAMS

PROGRAM ANNUAL BUDGET

Please utilize the following budget categories to provide information on the cost of your proposed program for the twelve-month period. Indicate on this sheet or attach a listing of positions to be funded, salary, full or part-time, seasonal, etc. Also include sub-object detail on all non-personal service totals and all third party revenue projections. You may use your own spreadsheet, but it must include all of the required information that is outlined below and required in *Attachment C.* **Narrative justification must be included and submitted as a separate word document. If Indirect Costs are requested, Attachment E-1 must be completed and submitted as well.**

Please note: This Budget Template should only be used for your program's Annual Budget requirements. Please use the Indirect Cost Calculation templates to delineate the program's required indirect costs.

PROGRAM NAME:	
CATCHMENT AREA:	

CATEGORY	ANNUAL BUDGET 2012-2013
TOTAL PROGRAM BUDGET	
PERSONNEL SERVICES ***(list positions and % time, if applicable)***	
Salaries	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Salaries	$ -
Fringe Benefits	
-	
-	
-	
-	
-	
-	
Sub-Total Fringe Benefits	$ -
TOTAL PERSONNEL SERVICES	$ -
Other Than Personnel Services	
Contract Services	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Contractual Services	$ -

PROGRAM NAME:
CATCHMENT AREA:

CATEGORY	ANNUAL BUDGET 2012-2013
Space Costs	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Space Costs	$ -
Supplies	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Supplies & Materials	$ -
Equipment Purchase	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Equipment Purchase	$ -
Equipment Rent/Lease	
-	
-	
-	

PROGRAM NAME:
CATCHMENT AREA:

CATEGORY	ANNUAL BUDGET 2012-2013
-	
-	
-	
Sub-Total Equipment Rent/Lease	$ -
Transportation	
-	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Transportation	$ -
Utilities	
-	
-	
-	
-	
-	
-	
-	
Sub-Total Utilities	$ -
Miscellaneous	
-	
-	
-	
-	
-	
-	
-	
Indirect Costs _____%	
Sub-Total Miscellaneous	$ -
TOTAL OTHER THAN PERSONNEL SERVICES	$ -
TOTAL PROGRAM BUDGET	**$ -**
THIRD-PARTY REVENUES	
TOTAL THIRD PARTY REVENUE	$ -
TOTAL PAROLE CONTRACT AMOUNT	$ -

ATTACHMENT E-1

NYS DOCCS RFP 2011-03
COMMUNITY BASED RESIDENTIAL PROGRAMS
INDIRECT COST CALCULATIONS

PROGRAM NAME:	
CATCHMENT AREA:	

Requested Indirect Cost Rate 10%

Backup to support indirect cost rate included in proposal submitted pursuant to RFP 2011-03.

1	2	3	4	5	6	7	8
	Direct Costs						
	Proposed DOCCS Program	**City Program**	**Federal Program**	**County Jail Program**	**Total Direct Costs**	**Proposed Indirect Costs**	**Total Costs**
Personal Service							
Salaries	100,000	50,000	200,000	150,000	500,000	*50,000*	550,000
Overtime	10,000	5,000	20,000	10,000	45,000	*5,000*	50,000
Fringe Benefits	20,000	15,000	50,000	40,000	125,000	*20,000*	145,000
NPS							
Supplies & Materials	10,000	10,000	10,000	20,000	50,000	*5,000*	55,000
Travel	10,000	10,000	10,000	10,000	40,000	*5,000*	45,000
Contractual	40,000	10,000	100,000	40,000	190,000	*10,000*	200,000
Equipment	10,000		10,000	30,000	50,000	*5,000*	55,000
Sub Total	**200,000**	**100,000**	**400,000**	**300,000**	**1,000,000**	***100,000***	**1,100,000**
Indirect Costs 10%	***20,000***	***10,000***	***40,000***	***30,000***	***100,000***	***N/A***	**N/A**
Total	**220,000**	**110,000**	**440,000**	**330,000**	**1,100,000**	***N/A***	**N/A**

Indirect Cost rate is column 6, divided by column 7.
1,000000 ÷ 100,000 = 10% Accordingly, Indirect costs for proposed DOCCS program is $20,000.

Column 1: These are the major object expenditures categories that a program would have.
Column 2: The sub-objects detailed in your Budget proposal must "roll up" to these exact major object amount.
Column 3: This is your entities program with the city of metropolis.
Column 4: This is your entities program with the Federal Grant.
Column 5: This is your entities program with the County Jail.
Column 6: This is the total of all 3 entities program and the DOCCS proposed program.
Column 7: These are all of your indirect costs by major object that would support the 3 existing and DOCCS proposed program.
Please remember that actual reimbursement of these costs will require details at the sub object level.
Column 8: Total entities costs include three existing program, DOCCS proposed program and all indirect costs.

ATTACHMENT E-1

NYS DOCCS RFP 2011-03
COMMUNITY BASED RESIDENTIAL PROGRAMS
INDIRECT COST CALCULATIONS

PROGRAM NAME:	
CATCHMENT AREA:	

Requested Indirect Cost Rate_____%

Backup to support indirect cost rate included in proposal submitted pursuant to RFP 2011-03

1	2	3	4	5	6	7	8
	Direct Costs						
	Proposed DOCCS Program	**City Program**	**Federal Program**	**County Jail Program**	**Total Direct Costs**	**Proposed Indirect Costs**	**Total Costs**
Personal Service							
Salaries							
Overtime							
Fringe Benefits							
NPS							
Supplies & Materials							
Travel							
Contractual							
Equipment							
Sub Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Indirect Costs _____%						***N/A***	**N/A**
Total	**0**	**0**	**0**	**0**	**0**	***N/A***	**N/A**

Indirect Cost rate is column 6, divided by column 7.
_____ ÷ _____ = __%

Notes:

ATTACHMENT F

M/WBE FORMS

MINORITY/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 at _____

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS DOCCS for the State-funded project by taking the following steps:

M/WBE

(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) Utilize ESD Directory of State certified M/WBEs 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 increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by DOCCS, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may be waived and/or appropriate alternatives are developed to encourage M/WBE participation.

(7) This organization will include the provisions of sections (1) through (6) 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.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and 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, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.

(c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) 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 _____, 20____

Sign: _____

Print: _____ Title: _____

Minority/ Women Business Enterprise Liaison

_____is designated as the Minority/Women Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment

Opportunity (M/WBE-EEO) program.

_____
(Authorized Representative)

Title: _____

Date: _____

Contact:

NYS Department of Corrections
and Community Supervision
ATTN: Office of Diversity Management
M/WBE Program Management Unit
The Harriman State Campus – Building 2
1220 Washington Avenue
Albany, NY 12226-2050
(518) 485-5806
(518) 485-5772 (Fax)

NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

STAFFING PLAN
EQUAL EMPLOYMENT OPPORTUNITY

SUBMIT WITH BID OR PROPOSAL, or within a reasonable time thereafter as requested by DOCCS, but prior to Contract Award.

Solicitation No.:

Reporting Entity:
- ☐ Contractor
- ☐ Subcontractor

Contractor/Subcontractor's Name:

Contractor/Subcontractor's Address:

FEIN: **Telephone #:**

Report includes Contractor's
- ☐ Contractor's work force to be utilized on this contract
- ☐ Contractor's total work force
- ☐ Subcontractor's work force to be utilized on this contract
- ☐ Subcontractor's total work force

Submit completed form to:
NYS Dept of Corrections and Community Supervision
The Harriman State Campus – Building 2
1220 Washington Avenue
Albany, NY 12226-2050
Attention: Office of Diversity Management

Enter the total number of employees for each classification.

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (Not Hispanic/Latino) (M)	(F)	Black (Not Hispanic/Latino) (M)	(F)	Hispanic or Latino (M)	(F)	Asian (Not Hispanic/Latino (M)	(F)	American Indian or Alaskan Native (Not Hispanic/Latino) (M)	(F)	Disabled (M)	(F)	Veteran (M)	(F)
Executive/Senior level Officials & Managers																	
First/Mid level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	

Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

PREPARED BY (Signature):	**TELEPHONE NO.:** **EMAIL ADDRESS:**	**DATE:**
NAME AND TITLE OF PREPARER (Print or Type):	**FOR AGENCY USE ONLY**	
	REVIEWED BY:	**DATE:**

General instructions: All Offerors must complete an EEO Staffing Plan (EEO 100) 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 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 total work force, the Offeror shall complete this form for the contractor's current total work force. Subcontractors awarded a subcontract over $25,000 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 must complete this form upon request of DOCCS.

Instructions for completing:

1. Enter the Solicitation 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 type of work force being reported
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
7. 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 – (Not of Hispanic origin) A person who has origins in any of the black racial groups of Africa.

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

ASIAN & PACIFIC ISLANDER - All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN or ALASKAN NATIVE - A person having origins in any of the original peoples of North or South America (including Central America), and who maintains 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.
- **VETERAN** - an individual who served in the military during time of war.

ATTACHMENT G

LEGAL FORMS

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

Use this checklist to ensure that all required steps are complete when enrolling your Business Entity in the Office of the State Comptroller (OSC) Online Services, which will allow you to complete and certify an online vendor responsibility questionnaire on the New York State VendRep System. It may be helpful to print this checklist.

Description	Complete
Step 1. Enroll in the OSC Online Services Go to https://portal.osc.state.ny.us/wps/portal and click "Enroll Now." To enroll in OSC Online Services you will need: • **Vendor Name**: Legal Business Name • **Vendor ID**: New York State Vendor Identification Number ***Note**: The Vendor ID is not the Taxpayer ID Number.* If you do not currently have a NYS Vendor ID, contract the OSC Helpdesk at 518-408-4672, 866-370-4672 or ciohelpdesk@osc.state.ny.us.	❑
Step 2. Create User Password You will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. Follow the instructions and link provided in the email to create a new password.	❑
Step 3. Create Additional Users and Assign VendRep Roles To complete and certify a Vendor Responsibility Questionnaire, you must assign each of the following roles to one or more users: • Administrator • Contributor • Certifier You must determine each user's appropriate role assignment. Any user may have more than one role assigned.	❑
Step 4. Log into the VendRep System and complete Basic Vendor Data https://portal.osc.state.ny.us/wps/portal ***Note**: The user must have the "Administrator" role to complete Basic Vendor Data.* This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete, i.e., For Profit or Not-For-Profit and whether the business entity bids on construction contracts.	❑
Step 5. Complete a Vendor Responsibility Questionnaire ***Note**: The user(s) must have a "Contributor" role to start or answer a questionnaire.* From either the Summary or Home page, go to the Forms section and select "Start New" to begin answering the questionnaire. Each question in a section must be answered for the section to be complete. When each section is complete, the option to certify the questionnaire will be available at the bottom of the Form Overview page.	❑
Step 6. Certify a Vendor Responsibility Questionnaire ***Note**: The user must have a "Certifier" role to certify the questionnaire.* The Certifier must review the responses, confirming the information is truthful, accurate and complete. To certify the questionnaire responses, the assigned user clicks the "Certify" button at the bottom of the Overview page and then selects "Certify Responses" to complete the online questionnaire. Authorized State contracting entity users will not be able to view the questionnaire until a Certifier has completed Step 6.	❑

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

Disclosure of New York State Department of Corrections and Community Supervision Information

THIS NONDISCLOSURE AGREEMENT is entered into as of _____by the New York State Department of Corrections and Community Supervision ("DOCCS") which is the party disclosing confidential information, and _____, which is the party receiving confidential information ("Recipient'), in order to protect the confidential information which is disclosed to the Recipient by DOCCS.

NOW THERFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Recipient's representatives for receiving confidential information are: _____. Recipient shall not disclose the confidential information to any of its employees other than those who have a need to review it and which employees are legally obligated to honor the confidentiality provisions herein.

2. The confidential information disclosed by DOCCS under this Agreement is described as:
_____.

3. The Recipient shall keep the information confidential and shall use the confidential information only for _____.
The Recipient shall not make any copies of the confidential information except as necessary for its employees who are entitled to view it under Section 1 above. Any copies made shall be identified as belonging to DOCCS and marked "confidential" or with a similar legend.

4. The Recipient shall, where applicable, protect the confidential information in a manner consistent with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 Privacy and Security provisions and all other applicable regulations.

5. The Recipient shall comply with all Federal and State regulations intended to protect criminal history records as they apply to the confidential information.

6. The Recipient shall comply with all DOCCS directives, policies, practices and procedures as they apply to the protection of the confidential information.

7. The Recipient shall, in the event, of unauthorized disclosure of the confidential information, immediately notify DOCCS, in writing, and fully comply with the requirements of the New York State Breach Notification Act.

8. To the extent permitted by law, the Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.

9. The Recipient shall have a duty to protect all confidential information which is disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure. If the disclosure is in writing, it shall be marked "**confidential**." If a disclosure is not in writing, DOCCS shall provide Recipient with a written memorandum summarizing and designating such information as confidential within thirty (30) days of the disclosure.

10. This agreement controls information that is disclosed to Recipient between the effective date (the date of last signature) and _____.

11. The Recipient's duties under paragraph 3,4,5,6 & 7 of this Agreement shall expire six (6) years after the information is received. The recipient shall return or destroy all DOCCS confidential information. Paper documents are to be shredded. Electronically stored information is to be destroyed by shredding or securely wiping the media.

12. This Agreement imposes no obligation upon the Recipient with respect to confidential information which (a) was in the Recipient's possession before receipt by DOCCS; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by DOCCS to a third party without a duty of confidentiality on the third party; (e) is independently disclosed by the Recipient with DOCCS' prior written approval; (f) is developed by the Recipient without reference to information disclosed hereunder.

13. DOCCS warrants that it has the right to make the disclosure under this Agreement.

14. Neither party acquires any intellectual property under this Agreement.

15. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.

16. The Recipient shall adhere to U.S. Export Administration laws and Regulations and shall not export or re-export technical data, information or products received from DOCCS or the direct product of such technical data or information to any proscribed country listed in the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

17. The parties do not intend that any agency or partnership be created between them by this Agreement.

18. All additions or modifications to this Agreement must be in writing and signed by both parties.

19. This Agreement is made under and shall be governed by the laws of the United States.

20. This Agreement may be terminated immediately by either party upon delivery of written notice of termination to the other party. Such termination shall not affect Recipient's duty with respect to confidential information disclosed prior to termination.

IN WITNESS WHEROF, the parties hereto have executed this Agreement as of the date first above written.

NYS Department of Corrections and Community Supervision	_____ (Please Specify Company)
By: _____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Forward all executed copies of nondisclosure agreements to:

NYS Department of Corrections and Community Supervision
Information Security Officer
Building 2
1220 Washington Avenue
Albany, New York 12226-2050

Contractor's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Contractor that all information provided to the DOCCS with respect to State Finance Law §139-k is complete, true and accurate **(*Contractor's Certification of Compliance with State Finance Law §139-k(5)* Attachment 1*)**. In addition, State Finance Law §139-j(6) requires that the DOCCS incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the DOCCS and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the "Request for Proposal (RFP)" through final award and approval of the Procurement Contract by DOCCS and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

Regarding this RFP process you may only contact staff in the Contract Management Unit; Ms. Barbara Farley, Associate Budget Analyst, Ms. Marla Henriquez, Contract Management Specialist I, and Ms. Lucretia Bailey, Contract Management Specialist I. Indicate your concurrence with this requirement in ***Contractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b), Attachment 2***. Please note that during the RFP process that DOCCS is required to determine the responsibility of "the proposed Contractor" pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two such findings within a 4-year period the Contractor will be debarred from obtaining governmental Procurement Contracts.

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

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

DOCCS must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist **(*Contract Termination Provision, Attachment 4*)**.

***All For-Profit providers submitting a proposal pursuant to this RFP must provide the <u>four attached completed certification forms</u> with their proposal.**

Attachment 1

Contractor's Certification of Compliance with State Finance Law §139-k(5)*

Contractor's Certification:

I certify that all information provided to The Department of Corrections and Community Supervision with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date:_____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____ _____

_____

Attachment 2

Contractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Contractor affirms that it understands and agrees to comply with the procedures of the Department of Corrections and Community Supervision relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date:_____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

Attachment 3

Contractor's Disclosure of Prior Non-Responsibility Determinations

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

Address: _____
_____

Name and Title of Person Submitting this Form: _____
_____

Contract Procurement Number: _____

Date:_____

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____
_____
_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____
_____
_____
_____
_____
_____
_____
_____
(Add additional pages as necessary)

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

By:_____ Date:_____
Signature

Name:_____

Title: _____

ATTACHMENT 4

CONTRACT TERMINATION PROVISION

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

By:_____
Signature

Name: _____

Title: _____

Date: _____

Workers' Compensation Requirements Under WCL §57

To assist the Department of Corrections and Community Supervision in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with the Department of Corrections and Community Supervision **MUST** provide ONE of the following forms:

Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (CE-200); or

Certificate of Workers' Compensation Insurance (C-105.2) (the business' insurance carrier will send this form to the government entity upon request) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or

Certificate of Worker's Compensation Self-Insurance (SI-12) (the business calls the Board's Self- Insurance Office at 518-402-0247); or

Certificate of Group Worker's Compensation Self-Insurance (GSI-105.2) (the business' Group Self- Insurance Administrator will send this form to the government entity upon request).

The certificate of exemption, Form CE-200 must only be used to show a government agency that the business is not required to obtain New York State workers' compensation and/or disability benefits insurance. Form CE-200 may not be used to "prove exemption" from workers' compensation and/or disability benefits insurance to another business or that business's insurance carrier.

New York State Department of Taxation and Finance

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.

New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD

(5/07)

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

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address *(if different than above)*			
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 or state agency	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) $	
Covered agency address		Covered agency telephone number	

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006),* available at *www.nystax.gov.* Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

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.

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.

To order forms and publications:	1 800 462-8100
Sales Tax Information Center:	1 800 698-2909
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.

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make **only one** entry in each section.

Section 1 — Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this____ day of _____ , 20 _____

_____ _____
(sign before a notary public) *(title)*

Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

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. _____

ATTACHMENT H

DEFINITIONS

ATTACHMENT H

NYS DOCCS RFP 2011-03
COMMUNITY BASED RESIDENTIAL PROGRAMS

DEFINITIONS

Actuarial Risk/Needs - Assessing offenders in a valid and reliable manner is required for the effective management of offenders. Screening and assessment tools that have been validated on similar populations focus on the dynamic and static risk factors and profile criminogenic needs are preferred.

Chemical Dependency - substance abuse (drug and/or alcohol addiction)

Co-Occurring Disorders - diagnosis of both mental health issues and substance abuse. This was formerly referred to as MICA, or as dual diagnosis.

County Re-Entry Task Force-Local County Task Forces funded by DCJS, (Division of Criminal Justice Services), having a lead county agency work with DOCCS, other local agencies, and providers, towards identifying gaps in services, building capacity, and providing public outreach to the community with the goal of reducing recidivism and promoting public safety. Currently, there are County Re-Entry Task Forces in the following counties: Albany, Broome, Dutchess, Erie, Kings, Monroe, Nassau, Niagara, Oneida, Onondaga, Orange, Rensselaer, Rockland, Schenectady, Suffolk, Ulster, Upper Manhattan (NYC), and Westchester.

Criminogenic Needs - are dynamic risk factors that when targeted with appropriate supervision and treatment can reduce recidivism, increase public safety and effect desired change. There are typically seven Criminogenic Needs: anti-social cognition, ant-social personality and temperament, anti-social associates, troubled family factors, difficulties in school or work environments, use of leisure time and development of appropriate recreation activities, chemical dependency. Each of these areas has identified characteristics that are crime producing, indicators to watch for and effective interventions.

DIN- identifying number given to inmate once they arrive at a NYS DOCCS facility, on a given sentence. The number begins with the year of commitment for the initial offense, followed by a letter and a four digit identifying number. This number is subject to change if the person enters a correctional facility at a later time for a different offense and sentence.

DOCCS - Department of Corrections and Community Supervision. The former Department of Correctional Services and the former NYS Division of Parole merged as one state agency, as of April 2011. The new agency is now known as the Department of Corrections and Community Supervision (DOCCS). By statue, Parole Officer titles remain the same.

Evidence-Based Services - services or practices that evidence has shown to be more effective in reducing offender risk of recidivism. For example, cognitive behavior therapy has been identified as an evidence-based practice.

Graduated Responses - steps taken to address minor infractions accordingly, instead of immediate discharge from program or revocation.

NYSID- New York State Identification Number generated for a person at the time that they are first fingerprinted. This number will then be associated with the individual for any future arrests, fingerprint incidents, convictions, etc. This number will always remain the same.

PPD Testing - testing to determine exposure to tuberculosis

Revocation Hearing - formal hearing held at a judicial center to determine if the terms of release have been violated by the releasee. This has also been known as a Violation of Parole.

Stabilization Needs - conditions that enhance or challenge an individual's ability to successfully transition to the community, however evidence does not show a direct correlation to reducing recidivism. Stabilization needs may include housing, medical care, mental health care, and transportation.

Third Party Revenue - Third party revenue is funding that helps support the DOCCS residential programs. This revenue, in concert with DOCCS funding, would fund your entire proposed budget. Third party revenue could come from the following sources: County Social Services, Housing Assistance funds, donations, miscellaneous receipts (such as vending machines revenue), food stamps and fund raising events. Programs <u>are not required to obtain</u> third party revenue under this proposed RFP. However, they will be <u>required to make a good faith effort</u> to obtain said funding if they are awarded a contract. Since inclusion of third party revenue offsets the amount of DOCCS funding required to operate your proposed program, its inclusion would make your proposal more competitive. However, if projected third party revenue in your proposal is not achieved, DOCCS <u>will not</u> be able to make up the difference resulting in potential program reductions or contract termination.