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BIDDERS' PRE-BID CONFERENCE

INMATE PARENTING PROGRAM

RFP 2013-03

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LOCATION: 800 North Pearl Street, Menands, New York

DATE: August 22, 2013

PRESENT: Kathy Kiley  
Debra Catlin  
Lucretia Bailey  
Carol Turo  
Theresa Richey  
Randi Guigui  
Ellen Edelman

HEARING REPORTER: AnnMarie Testa

1 MS. RICHEY: Welcome. I am so glad to see everyone here this morning.  
2 I am Theresa Richey, I am the Assistant Director of Family and Father's Services. It is  
3 our division that handles the contract for the Inmate Parenting RFP.

4 MS. KILEY: I am Kathy Kyle, I am from Counsel's Office, and I am here  
5 to talk about the Procurement Law, but we'll be talking about that in a little bit.

6 MS. TURO: Carol Turo, Contract Procurement and Management.

7 MS. BAILEY: Lucretia Bailey, Contract Manager.

8 MS. CATLIN: Debbie Catlin, Coordinator with Family Services.

9 MS. GUIGUI: Randi Guigui from the Osborne Organization, and I am  
10 Program Director.

11 MS. TURO: And Ann Marie is the transcriptionist; and everyone will  
12 receive a copy of the transcript when we send it out by the deadline date for all the Q and  
13 As.

14 Typically what we do, a lot of this is going to be with Terry taking the lead,  
15 but let me explain the process. Deb, you have been to a Bidder's Conference probably  
16 before and Randi, I know you have been, and you are our sole guest right now, so I am  
17 not going to go into a lot of detail, you know the process. What we'll do is work with the  
18 RFP and go section by section. We'll not be reading things, but we'll be interjecting.  
19 Kathy has some stuff about legal things that she will be talking about. We'll be  
20 interjecting about related points, things that are necessary to be explained.

21 If at any point in the process you have questions, you can introduce your  
22 question right in the section where it makes sense and, of course, in the end we'll wrap it  
23 up with any other questions that people have. We do have some questions that came in  
24 advance from Families, Fathers and Children. We'll be able to talk about that in a little  
25 bit, and the answers to those questions will be part of the record at the official end.

1                   You also all have your RFP, if you need another one, it is in your packet.

2                   (Whereupon Ms. Edelman entered the hearing room.)

3                   MS. TURO: We'll do a quick introduction again.

4                   MS. CATLIN: Deb Catlin, Coordinator with Family Services.

5                   MS. GUIGUI: Randi Guigui from the Osborne Organization, and I am  
6 Program Director.

7                   MS. EDELMAN: Ellen Edelman, Families, Fathers and Children Brooklyn,  
8 New York.

9                   MS. RICHEY: Terry Richey, I am Assistant Director from the Division of  
10 Administerial Family Services, we oversee the contract for this RFP.

11                   MS. KILEY: I am Kathy Kiley, I am Assistant Counsel from Counsel's  
12 Office.

13                   MS. TURO: Carol Turo, Contract Procurement and Management Unit. As  
14 far as we got is to tell people that the packet includes the RFP and what we'll be doing is  
15 going through the RFP from beginning to end. We'll not be reading it, going section by  
16 section though and allow people to raise any questions that they have. Kathy will be  
17 dealing with the legal component and will be giving you a little bit of the details  
18 regarding submission requirements and that sort of thing.

19                   I will kind of let Terry take lead from here and move forward with this.

20                   MS. RICHEY: I think what we are doing, like Carol said, open your  
21 Request for Proposals for RFP for the Inmate Parenting Program and we'll just -- there's a  
22 table of contents, but let's move on to the Purpose, and as Carol said, we are not going to  
23 read each section. I think what makes the most sense is we can give you a minute to look  
24 through each page and if you have questions about what is on each page, you can ask  
25 them at that time. I am on Page 6.

1 MS. TURO: Ellen, I would mention I have the copy of the questions that  
2 you submitted in advance to Velma. You missed this explanation, Velma was unable to  
3 be here. Her daughter had some surgery and she is helping her daughter. Cre and I are  
4 filling in. I do have the questions that you submitted in advance and we'll encourage you  
5 to bring these up within the section that they fit.

6 MS. EDELMAN: Okay. I have this copy, looks like you are better  
7 organized.

8 MS. TURO: Not me, Velma, I wish I could take credit for that. I think  
9 since these questions came from you, I think it be more -- she put page numbers in it,  
10 maybe once upon reflection you may have already solved the question, you may not have  
11 any more, but if you want to refer to that and raise those questions, that would be a good  
12 way for us to address them.

13 MS. RICHEY: You know what the purpose is, to provide inmates a  
14 parenting program. Only one contract will be awarded to service eight facilities  
15 throughout New York State. Then it goes on a little bit more about the purpose, some of  
16 the background information.

17 Any questions on Page 6?

18 Page 7 just lists all new contractors and contracted staff will attend DOCCS  
19 training, including but not limited to the following, and then we have bullets of what is  
20 expected of the contracted staff to participate in.

21 The next is Key Events and Dates.

22 Any questions as we go on to Page 8 Definitions?

23 Lobbying Information, I know Kathy will cover some of that information.

24 MS. KILEY: Ladies, as you are aware, I am Assistant Counsel from  
25 Counsel's Office for DOCCS and I have to talk about the not-so-fun things, such as

1 Procurement Lobbying Law.

2 As you are probably aware, I would imagine if you ever contracted with the  
3 State of New York, we are subject to the State Finance Law, more specifically Sections  
4 139 J and K. What that means is that if you want to talk to anyone about the potential  
5 bid, you have to talk to only the people that are specified in this RFP. You cannot speak  
6 to anybody outside of that particular unit because we want to make sure that we don't  
7 have any undue influence or anything like that. So if you are going to talk to anybody  
8 about a current contract, that is no problem, you can talk to whoever you want to speak to  
9 in the agency, but when it comes to this particular RFP, you need to speak to people who  
10 are actually specified in the RFP only. We have many other people in the past who have  
11 made unethical contacts and had to get the ethical officer involved.

12 MS. GUIGUI: Can I ask a question?

13 MS. KILEY: Yes.

14 MS. GUIGUI: Is it okay to ask the Dep of Programs, are we allowed to do  
15 it forward?

16 MS. KILEY: You need to speak to -- all contact needs to go through  
17 Carol's unit.

18 MS. GUIGUI: I did talk to the Dep at Eastern because we had been doing  
19 that. Going forward, are we going to be able to do that with regard to Healthy Marriage?

20 MS. RICHEY: You mean with regard to Healthy Marriage?

21 MS. GUIGUI: Yes.

22 MS. TURO: You are talking to these people all the time, Randi, it does  
23 make it a little bit tricky for you. Certainly everybody that you talk to about your current  
24 program, that is your current program, that is not restricted, it is stuff for the future. This  
25 law came about to prohibit bidders/entities from going out a little early to lobby for

1 contracts.

2 MS. GUIGUI: I just wanted to let you know.

3 MS. KILEY: Please, don't make any further contact with anyone going  
4 forward, make sure everything is through Carol's unit.

5 The contact information is actually in the RFP. I am sure it will be  
6 reiterated throughout this Bidder's Conference. Like I said, we have to put that in writing  
7 and it becomes kind of a problem. So, that is really what we are dealing with. Of course  
8 anybody who is working for the agency has to disclose that as well pursuant to 139 K of  
9 the State Finance Law.

10 But, the other thing I just want to bring up is that you are also going to be  
11 subject to all of these clauses. I am sure everybody has briefly seen, maybe you have not  
12 studied too much, maybe you have a sample of the contract itself which will be assigned  
13 essentially to the bidder who will be awarded the contract, you are subject to all of these  
14 clauses. You are also subject to Appendix A, which is known as Standard Clauses with  
15 the State of New York, and there is no deviation from that.

16 Any questions at this point?

17 MS. EDELMAN: You sent us all a copy of a sample of the contract?

18 MS. KILEY: It is actually posted on the website.

19 MS. TURO: It should be in the right flap of the blue packet.

20 MS. EDELMAN: I see, yes.

21 MS. TURO: Appendix A is actually in the RFP Attachment D.

22 MS. KILEY: You can certainly peruse that later on. Now, if you want to  
23 continue.

24 MS. TURO: It is part of every single New York State contract, but they did  
25 update it in December of 2012. I don't think there was any new information, they

1 incorporated some clauses that we were already dealing with, but they officially put them  
2 in officially. I always reread it every now and then. If you have not seen it since the  
3 2012 version, probably good to read it again. It is in the packet. It looks like so,  
4 (indicating).

5 MS. KILEY: For the record, it is exactly attachment what?

6 MS. TURO: Page 9 referenced as Attachment D.

7 MS. RICHEY: On the next page after Lobbying Information.

8 MS. KILEY: As I referenced before, my last thing, it is on Page 24, any  
9 inquiries. If you have any further questions or you want to speak about this RFP, you  
10 speak to either Velma Berry or Lucretia Bailey and their contact information is on here.

11 MS. TURO: Thanks.

12 MS. GUIGUI: Do you want me to put that question in writing?

13 MS. KILEY: We have it in the transcript.

14 MS. RICHEY: Going to Page 10 Technical Requirements. Goes on to talk  
15 about Bidders Qualification, Organizational Structure, Experience.

16 Any question on those three areas?

17 Map showing the facilities is included as an attachment, that is on the  
18 bottom of ten and eleven. One contract will be awarded to service all eight facilities that  
19 are listed; and you will also note that no children's center at the following three facilities,  
20 Eastern New York, Otisville, and Green Haven.

21 2.3 Scope of Services. This program aims to enhance the parent-child  
22 relationship during and after incarceration through parenting and child development  
23 education, visitation, support groups, and counseling.

24 2.3.1 Programs Goals. This describes the program goals.

25 Any questions on Page 11?

1                   Page 12 starts out with 2.3.2 Family Support Services and Training. The  
2 selected provider will deliver the family support services and staff training described in  
3 this RFP. Goes on to say, with the overall goal of reducing the effects of incarceration on  
4 the families and helping inmates strengthen family bonds to best facilitate a successful  
5 return to family and community.

6                   2.3.3 Attendance Policy. You must describe in detail the program they  
7 propose to implement using the guidelines provided.

8                   2.3.4 Program Standards. Goes on to say what the expectation is for the  
9 group size, how often they will meet and so on.

10                  MS. GUIGUI: I have one question. When it says strengthening marriage  
11 and family relationships component will require twenty-four classroom hours, is that to  
12 say each participant is to complete all of the twenty-four hours or just that you are going  
13 over twenty-four hours of classroom? In other words, if a participant did over  
14 twenty-four hours of programming in this area, but could a participant only be eligible for  
15 half of that and complete that where others would be eligible for all of it? Do you follow  
16 what I am saying?

17                  MS. RICHEY: I think so. I think when we looked at the number of classes  
18 and we were thinking probably ten sessions approximately. Again, every facility operates  
19 a little different, as you know. I think we were looking at a number of sessions and  
20 approximate time. I think when we looked at it we came up with, Deb and I spent a lot of  
21 time certainly with the program standards, and that is what we felt was the appropriate  
22 number of hours for a participant, for a participant to participate in that marriage and  
23 family component, which is healthy relationship category, based on the curriculum and  
24 topics discussed in the curriculum. The twenty-four hours, I would say is a minimum  
25 requirement to satisfy that component.

1 MS. GUIGUI: Each participant should be expected to complete the  
2 component?

3 MS. RICHEY: Sometimes things happen, but doesn't mean that they could  
4 not participant in a section and then reintroduced in the future.

5 MS. TURO: Like, make up classes.

6 MS. GUIGUI: But each participant is expected to complete the hours?

7 MS. RICHEY: Yes. And minimum of two program cycles must be held in  
8 a one-year period at each facility and focus of the groups shall be parenting, family  
9 relationships, and other curriculum that supports the overall program goals. And we  
10 thought it was also important to put in the statement be aware that inmates' educational  
11 levels may impact their ability to comprehend course material.

12 So, any other questions on Page 12?

13 MS. EDELMAN: This is very helpful. Thank you.

14 MS. RICHEY: Velma, she is not here, but we'll make sure that that gets to  
15 her.

16 MS. TURO: The answer to all of those questions that you had presented in  
17 advance, Ellen, that will be part of the formal question and answer part when this ends, so  
18 it goes to all potential bidders at the end of the Q and A period. You can feel free and  
19 interject and get clarification as we go. If not, the answers will be included in the formal  
20 reply.

21 MS. EDELMAN: Great. I am not going to interrupt because I have got it  
22 right here.

23 MS. RICHEY: I have not seen it in categories, can I have one also?

24 MS. TURO: Let me make a few more.

25 MS. EDELMAN: Can I have another copy of this (indicating)?

1 MS. TURO: Certainly.

2 MS. RICHEY: Page 13, at the top of 13 it starts, the Contractor will be  
3 expected to conduct a screening evaluation to help identify the specific need areas  
4 prevalent in the group.

5 2.3.5 Delivery Modes. It goes on to say the primary service delivery mode  
6 to be used is a group format, it lists those.

7 2.3.6 Evidence-Based Practices. Goes on to say these sessions are expected  
8 to be supplemented with readings and homework assignments.

9 2.4 Key Program Components.

10 2.4.1 Inmate Parenting Education and Training. The inmate parenting  
11 program will be delivered by contractor's staff who will provide services within eight  
12 correctional facilities identified in Section 2.2. The following specific objectives have  
13 been identified for inmate parenting education and training component and those  
14 objectives are listed on the bottom of Page 13 and at the top of Page 14.

15 Any questions so far?

16 2.4.2 Strengthening Marriage and Family Relationships. And again,  
17 objectives should include the following and then we also added suggested topics may  
18 include but are not limited to the following, communication skills, domestic violence,  
19 ethics and morality, reentry transitional planning, identifying individual conflict styles,  
20 racial and culture issues, conflict resolution, breaking the incarceration cycle.

21 2.4.3 Individual and Family Counseling Services. That is another  
22 component, the family counseling services component will provide educational classes  
23 and seminars for selected married/committed participants of the parenting program and  
24 their spouses/partners.

25 Any questions on Page 14, and then that continues on the top of the

1 Page 15?

2 2.4.4 Children's Centers. And you can see where the children's centers will  
3 be located, Fishkill, Shawangunk, Sing Sing, Wallkill, Woodbourne, the hours of  
4 operations. The Contractor will supply the children's centers with books, blocks, crayons,  
5 and paper. Just so you know, the centers are currently furnished with child-size furniture  
6 because they have been in place at those centers.

7 The children's centers must be staffed by the Contractor during these times  
8 that are identified in the RFP. The centers are designed to support the goal of improving  
9 or maintaining inmates' relationships with their children and the objectives are listed at  
10 the bottom of Page 15.

11 Any questions?

12 2.4.5 Training DOCCS Staff. That goes into some detail, the Contractor  
13 will develop training for Department of Corrections & Community Supervision staff to  
14 ensure they are aware and sensitized to the impact incarceration has on children and  
15 families. Goes on to list what the training will include, bidders must submit the following  
16 with their proposals, description of the proposed training curriculum, objectives and goals  
17 for the training, proposed training methodology, and training topics proposed to  
18 supplement the topics listed above.

19 2.5 Records and Reporting Requirements. That lists what is required.

20 2.5.1 Inmate Parenting Services. What the Contractor will maintain, case  
21 records for each program participant which will permit the reporting of program  
22 compliance data to the Department. The records will include, but not be limited to the  
23 following, individual assessment, progress notes, discharge summaries, evaluations. The  
24 Contractor will be expected to provide reports to the Department as part of a mutual plan  
25 to monitor the delivery of services and the results of the program. Proposals will include

1 the Bidder's plan to comply with the reporting standards, including at a minimum the  
2 following reports.

3 At the bottom it goes on to talk about 2.5.2 Monthly Reports.

4 At the top of 17 Quarterly Reports Annual Reports, and what should be  
5 included in each of those reports.

6 Any questions?

7 2.6 Program Monitoring and Improvement. Proposals must detail the  
8 Bidder's plan to monitor its delivery of services and ensure timely response to problems  
9 encountered. The plan should detail how the Bidder proposes to use the results to  
10 improve services. A staff supervision and development plan should be included.

11 2.7 talks about Staffing and Background Checks. All staff will need to  
12 complete the volunteer services process outlined in Directive 4750, that is included in  
13 Attachment B. The Department reserves the right to complete background checks on all  
14 staff listed by the Contractor and all proposed staff submitted by the Contractor and reject  
15 the services of any individual considered unacceptable by the Department for security  
16 reasons or other just causes.

17 Any questions on Staffing and Background Checks?

18 Page 18. 2.8 Contractor Employees and Department Rules. Again  
19 discusses Attachment B Directive 4900. Security in the gate area is not included in this  
20 RFP, it will be made available to the approved Contractor, along with the directives  
21 listed. It is the responsibility of the Contractor to see that all employees are aware of the  
22 directives above and all other applicable rules and regulations of the Department.

23 2.9 Tenure. Goes on to talk about employees of the Contractor will not be  
24 considered State employees and, therefore, cannot be afforded normal Civil Service Law  
25 protection. They are, however, afforded certain protection outlined in Directive 4750,

1 volunteer services program.

2 2.10 Mandatory Forms and Documents for Contractors. Corporations and  
3 individuals entering into contracts with New York State are subject to various laws and  
4 must submit certain documents pursuant to State Law or policy. The forms and related  
5 excerpts from law and instructions are included in Attachment D.

6 MS. TURO: Terry, that Attachment D was the page that I held up earlier,  
7 that is the page that started before the Appendix A Standard Clauses, that lists what is in  
8 that section. You are all familiar with them probably, these are the forms that need to be  
9 completed by Contractors. Attachment D before Appendix A, it is that last section.

10 MS. RICHEY: Thank you. That is Page 18. Page 19 goes into the Program  
11 Budget. Bidders must submit a detailed one-year budget, which includes costs related to  
12 personnel and non-personnel service costs. It outlines what personnel services include as  
13 well as non-personnel services. Totals for each budget component and budget grand total  
14 must be clearly indicated. Goes on with the travel cost, the website that you can go to to  
15 see what the current New York State travel rate is.

16 Any questions on that, Page 19?

17 So that pretty much covers the program services area and we go on to  
18 contractual terms and conditions. I was going to say that is not my area of expertise, I  
19 was going to refer it certainly to Kathy, if there were any questions about New York State  
20 Terms and Conditions in a contract.

21 MS. KILEY: This really covers basically, again, the Appendix A that I  
22 spoke about previously. Standard Clauses for the New York State Contracts applies to  
23 any contract. Any of the clauses that are listed there are not negotiable. Again the  
24 contract, there is no negotiations there either.

25 It also references something known as Executive Order 38, this is actually

1 pursuant to the Governor's initiative. It is a new rule and regulation that we have that is  
2 known as 7 NYCRR Part 513, it can be found on the DOCCS website and EO 38 website.  
3 I am not going to get into it, you can certainly read about it and if you have questions,  
4 submit it and it can be addressed later on.

5 Executive Order 26 discusses the Statewide Language Access Policy, that is  
6 also a new Governor's initiative. Basically we have to comply with the top seven  
7 languages to allow translation, interpretation services for anybody that speaks the top  
8 seven languages, Spanish, Haitian, Creole, I think Korean is another language. I can't  
9 remember all of them off the top of my head. We'll supply the interpretation/translator,  
10 certainly the vendor does not have to worry about that. But what we ask is that you  
11 comply with us, if we ask for documents or something like that that need to be translated,  
12 that you assist us in that manner.

13 MS. GUIGUI: You are saying if we had curriculum that we would be  
14 willing to deliver in Spanish, you would do the translating?

15 MS. KILEY: I think it is everybody but Spanish, I misspoke. It is good that  
16 you clarified that. According to the RFP, we have to review that portion of it, it is the  
17 Spanish that needs to be translated by you. If it is Haitian or Creole or Chinese,  
18 something that is a little, you know, unusual perhaps, we would be the ones to translate  
19 that.

20 MS. RICHEY: If you had someone in your class that needed translation  
21 within those seven identified languages, then we would have to provide that service  
22 according to this new access, language access policy.

23 MS. EDELMAN: You would provide written translation, you would  
24 provide an interpreter to be in the class?

25 MS. KILEY: Yes, if it is needed.

1 MS. EDELMAN: But the Spanish, we need to have somebody on staff that  
2 would speak Spanish.

3 MS. TURO: The way it is written, in the event that  
4 translation/interpretation services are required for languages other than Spanish, the  
5 Contractor must. So we are expecting that for people, if there is participants who are  
6 Spanish monolingual, many of our inmates are not monolingual, if they are Spanish  
7 dominant or Spanish monolingual, it would be incumbent upon the Contractor. We are  
8 not providing that Spanish translation/interpretation service.

9 MS. GUIGUI: If you had someone speaking one of these other languages in  
10 one of those facilities, they would need translating for medical and other things, you  
11 would know that faster than we would?

12 MS. TURO: Keep in mind the other six languages, Department ran the  
13 stats, very tiny factor. We have a lot of inmates Spanish speaking or at least Spanish  
14 dominant.

15 MS. KILEY: It is everybody but Spanish, you need to provide that. If it is  
16 not Spanish, then we'll provide that, whether interpretation or translation service.

17 MS. EDELMAN: I have another piece of the same question, which really  
18 has to do with special population. I have not seen it, the list of seven languages, but is  
19 American sign language on it? And the other question is, do you have special population  
20 that we should be aware of and provide for, for instance deaf people?

21 MS. TURO: Terry, I don't recall that we ever had an incident that  
22 somebody needing ASL participated in the program. We would have to deal with that  
23 with you on case-by-case basis.

24 MS. RICHEY: We have to look at that if that came up. I don't think that  
25 came up while I was here. It is something that could happen and we should be aware of

1 it.

2 MS. EDELMAN: We have been to events, I don't know where they were,  
3 and sent a group of people to go around and have been aware that a number of people are  
4 coming in and signing, same block of time.

5 I never asked the question, are you housing deaf people in this facility, but it  
6 never came up with the contract?

7 MS. RICHEY: Not that I am aware of.

8 MS. GUIGUI: It has come up with one facility. It is not a formal request  
9 for Dep of Programs, but there is a group of, I guess, special needs men that are getting  
10 released that do have children that that unit counselor has spoken to one of my staff  
11 about, would you be willing to do the class. But, it could not be the regular class. It  
12 would have to be something much more basic and shorter attention span. There has been  
13 a conversation about that, but the truth is when you look at what the requirements are, it  
14 would be something in addition to this, you could not do these many hours or anything  
15 like that with that population.

16 MS. TURO: I would think that that would be something that you do not  
17 address in the RFP because it is not something that we are asking you for. If the case  
18 arose, we would work with you, come up with a reasonable response to the question.

19 MS. KILEY: The other thing that is not part of the Executive Order 26, just  
20 so you know.

21 MS. GUIGUI: All these years first time that it ever came up if somebody is  
22 having kids.

23 MS. TURO: I believe, Terry, you can help me with this, I believe the  
24 special needs unit is primarily low mental functioning, that is the majority.

25 MS. GUIGUI: And mental health, you are going to find that all over, but it

1 was low function but also mental health issues.

2 MS. TURO: We would have to deal with it on a case-by-case basis. For  
3 purposes of writing a proposal, you don't need to address that.

4 MS. KILEY: Moving on. The contract period and renewal, going to be a  
5 period of three years starting January 1st, 2014, it is going to go through December 31st,  
6 2016. Of course the Comptroller's Office has to approve the contract and there is a  
7 potential of two one-year renewals, just so you are aware of that as well.

8 That really has to do with everything. The rest is general information that is  
9 really addressed in the contract itself. If anybody has any questions with respect to the  
10 sections in Pages 20 through 23, does anybody have any questions with respect to this?

11 MS. TURO: Let me offer one clarification with Price Adjustments 4.7,  
12 Page 21. The pricing will be firm for the first two years, any price adjustments would not  
13 be entertained until the start of the third year and entertaining the request would be  
14 against the particular formula that we described here, not going into detail, the CPI  
15 escalation formula that is described here.

16 One more thing, on Page 23, the Payments to Contractor. Not-for-profits  
17 are eligible to request an advance payment in the beginning, which is defined here, and  
18 then there is a formula where the advance has to be recouped by incremental adjustments  
19 against the subsequent vouchers. That is only for a local not-for-profit. We ordinarily  
20 don't do that, it is at the vendor's request. Some vendors don't choose to do that because  
21 there is a lot of paperwork, but it is an option that you can exercise.

22 At the top of Page 23, M/WBE and Equal Employment Opportunities and  
23 Goals, Lucretia is going to talk about that for just a minute and later on we'll be seeing  
24 some of the forms. M/WBE have been out there in State Law for quite some time. By  
25 and large, the State did not pay monies to that not-for-profit because there is minimal

1 opportunity, there has been an increase in that, all of our contractors are now dealing with  
2 that.

3 Do you want to talk a little bit about what it is, Cre?

4 MS. BAILEY: It is also referenced more in the RFP, but it is pursuant to  
5 Executive State 15A, that DOCCS recognizes its obligation under the law to promote  
6 opportunities for maximum feasible participation of certified  
7 minority-and-women-owned business enterprises and the employment of minority group  
8 members and women in the performance of DOCCS contracts.

9 It is stated on Page 32 Section 5.14 of the RFP, Title M/WBE and EEO  
10 Requirements. Contractors are required to review and complete Attachment C, which  
11 consists of a Utilization Plan and Staffing Plan, and you are to submit that with your  
12 proposal. If these forms are not completed at the time your bid is submitted, they will  
13 need to be submitted with your contract, if awarded. If you happen not to put them with  
14 your bid when you send your proposal in, you are required to have these documents filled  
15 out, but we strongly encourage you to submit them with your proposal.

16 DOCCS also strongly encourages each Contractor to make a good faith  
17 effort to either contract or subcontract with M/WBE. And in any event that is not  
18 possible to do that as a contract, you may request a waiver, request it from these services.  
19 If you need more information concerning the waiver process, you can call the DOCCS  
20 Office of Diversion Management 518-485-5806 and also if you need the directory of any  
21 M/WBEs that are certified, or you have one in mind that you want a contract with and  
22 you are not sure if they are certified, you can go to the website [www.esd.ny.gov/mwbe](http://www.esd.ny.gov/mwbe),  
23 and that will have like a list of people that are certified. And if you know of one that may  
24 not be certified, you should probably encourage them to look into getting certified so we  
25 can meet the goals that are expected.

1           If you have any further questions or concerns, you can email DOCCS,  
2           doccscontracts, all one word, @doccs.ny.gov, and send in your question. If you can,  
3           please just reference that as for RFP 2013.3 in the subject line, and should receive a  
4           response for your inquiry within two, three business days. It is a contract email box that  
5           we have, it is checked daily. But to get the answer to your question, Kathy, I am not sure  
6           if they have questions concerning this, they can still submit them through the question  
7           and answer period?

8           MS. KILEY: Yes.

9           MS. BAILEY: But when that period of September 5th is over, they cannot  
10          submit any more questions regarding that, they would have to wait to see if they were the  
11          awarded vendor?

12          MS. KILEY: They really should submit everything by the cutoff date.  
13          However, if there are further communication questions, et cetera, you are going to have to  
14          go through the Contract Procurement Agency through the website. We cannot have any  
15          other inappropriate contacts. It is to your benefit to certainly ask the questions prior to  
16          the cutoff date.

17          MS. RICHEY: You have until September 5th.

18          MS. BAILEY: But the 06 number, that was like, I am assuming, more for  
19          the waiver process. If you are awarded, then you can ask them questions. But general  
20          questions, just email them to the doccscontracts email, that is the same email address that  
21          is listed, it is that same mailbox that is listed there.

22          MS. TURO: The one thing that I would mention too, in addition to what  
23          Cre said, everything that she is talking about is included in the Attachment C here. We  
24          don't expect you to know everything that we are talking about just by that little  
25          description. You will find Attachment C.

1           The question overcomes, but I am not-for-profit, I am not going to be  
2 subcontracting. We understand that DOCCS establishes an overall goal of twenty percent  
3 M/WBE procurement, twenty percent is arrived at by roughly ten percent minority-owned  
4 business and ten percent women-owned business and sometimes it varies, eight and  
5 twelve.

6           Not-for-profit, you are not going to be out there subcontracting work, you  
7 are not building bridges, you are building families. The painters and architects, all that  
8 sort of thing for not-for-profit is a whole lot different. The goals are a little different, the  
9 goal level. But what we would be expecting you to do, the law requires that you make a  
10 good faith effort. We would be expecting you to take a look at what kind of services you  
11 do procure out of your normal staffing, maybe your auditor who does your annual audit,  
12 who do you buy supplies from for your office, and look for opportunities to use M/WBE  
13 companies for some of those types of expenditures or procurements. It is very different  
14 with not-for-profit, but you are not exempt.

15           Any questions on that?

16           Again, once people read it a little bit more, when you read it, it might make  
17 more sense.

18           While we are on 5.15 Sales and Compensating Use Tax Certification  
19 Requirements, this came about a few years back. A number of the not-for-profits said  
20 why do I have to take that, we don't pay tax, we are not-for-profit. I took that question to  
21 the State Tax Department. It turns out in some unusual circumstances there are times  
22 when not-for-profits are subject to this law, so they ask everybody to fill it out. That is  
23 why you have it. There is a box that you can check, if it does not apply to your  
24 organization, there is a box that you can check. It is not nearly as erroneous as it seems.  
25 TD, Tax Department, and CA is covered, as we would be the State Agency that you

1 would be working with. You need to file those forms, even if all you are doing is  
2 checking the box this does not apply to my organization.

3 MS. RICHEY: Is that on Page 32, Carol?

4 MS. TURO: Yes, it is Page 32.

5 MS. GUIGUI: I was pretty smart until I came to this meeting, now I feel  
6 pretty dumb.

7 MS. TURO: There has been an awful lot of changes in the law. Well, in  
8 fact, since we are right on it, Kathy, do you want to give a little overview, talk about  
9 Workers' Comp and Disability, that has always been there but never had people submit  
10 forms, you want to review it?

11 MS. KILEY: Why don't you go ahead.

12 MS. TURO: Page 34, I am not going to go into a ton of detail, you can read  
13 it.

14 Workers' Compensation and Disability Insurance Requirements. We are  
15 now obligated to submit proof that you have that. It is not good enough that you tell us  
16 that you do, you have to submit proof of same with your contract or for you to be aware  
17 of these things. Even if you don't have every single form ready and in the packet when  
18 you submit your proposal, if you are awarded the contract, you are going to have to have  
19 these. The more that you have ready, some of these obviously have to be with the bid  
20 packet, some of these are more if you are awarded the contract, to submit these things.  
21 We put them in here so you can get ready for that.

22 There is forms on Page 35, there is a form that is used called ACORD, it is  
23 called ACORD Form Template from the insurance company. Yes, you have it. They  
24 will not accept that form anymore. They used to, but following the instructions on  
25 Page 35, those are the forms that have to be submitted. One of those breaks out which

1 ones would be the applicable forms that you would submit. It is not nearly as  
2 complicated as it looks. Your insurance companies are very familiar with the forms, you  
3 can get them from State Insurance Fund website, I believe the links are here. If not --

4 MS. GUIGUI: Has the phone number.

5 MS. TURO: You can Google it; and if not, you can contact us. And trust  
6 me when I say your insurance company knows, they are familiar with these forms.

7 Kathy just pointed out we missed an important page, must have breezed  
8 right by it. Everybody go back to Page 25. 25, immediately following 24, who it listed  
9 with pre-bid conference. Submission of Proposals and now on Page 25, the due date is --  
10 what is our due date?

11 MS. GUIGUI: The 12th.

12 MS. TURO: Most people mail delivery, it is your obligation to get the stuff  
13 here in time. We always recommend that you use like receipted mailing service, UPS,  
14 Fed Ex, that sort of thing, or United Postal Service receipted mail. You are not required  
15 to, but we recommend it. Those of you have submitted bids to DOCCS before, you can  
16 submit regular mailing address for these bids. We ask for you to send them directly to the  
17 building where we are located. That makes it faster and makes it that many less hands  
18 handling it and something for potentially not arriving. 550 Broadway, that is where the  
19 office that Velma and Lucretia and I work, mark with Proposal RFP 2013-03 as noted  
20 there. And if you are hand delivering it, that would be the same address.

21 I think that should cover it. Any questions about the transmission?

22 MS. KILEY: One thing that I want to address, too. Anybody who does not  
23 win the bid, you are certainly entitled to a bidder's debriefing, which would be conducted  
24 by myself or probably Carol. We would go over the strengths and weaknesses of the  
25 particular bid that was submitted, so we would let you know exactly why you didn't win.

1 That is certainly something that you are entitled to and we are more than happy to speak  
2 to you in the event that you don't win. Just make sure that you follow the directions on  
3 Pages 25 and 26, in the event that that does unfortunately occur.

4 One other thing that I just want to point out as a correction. The written  
5 bidder questions are actually due on August 30th. Somebody mentioned the questions  
6 were due on September 5th. It is actually our responses to your questions are actually  
7 due on September 5th.

8 MS. CATLIN: What page are you on?

9 MS. KILEY: Page 7. I just wanted to make sure that everybody was clear,  
10 your questions are due on Friday August 30th, that is next week, a week from tomorrow.

11 MS. RICHEY: Thank you for that. I think I said that.

12 MS. TURO: I had that date in mind wrong too. Terry, you want me to  
13 continue for a bid?

14 MS. RICHEY: Sure, this is contract stuff.

15 MS. TURO: 5.7, Page 37, State's rights to Proposals. These are rights  
16 reserved by New York State regarding the bids submitted.

17 I am going to somewhat quickly go ahead, so jump right in if you have any  
18 questions.

19 On Page 28, Contract Terms. Kathy reviewed the contract terms and they  
20 are non-negotiable.

21 I don't know that we ever had anybody use subcontractors. For this  
22 proposal it is the contractor's responsibility, if you are using subcontractors, let us know  
23 at the point that you are submitting your proposal. It is the contractor's responsibility for  
24 them following all the rules appropriately and they are subject to approval by the  
25 Department.

1 MS. GUIGUI: When it says utilize any and all ideas submitted in the bids  
2 received, that doesn't include any of the curricular category?

3 MS. TURO: What page are you on?

4 MS. GUIGUI: Page 27 Number 5.

5 MS. TURO: Not going to steal your programs.

6 MS. GUIGUI: Okay.

7 MS. KILEY: Says that we can utilize anything that is submitted.

8 MS. GUIGUI: Does that include the actual videos and things like that?

9 MS. KILEY: If we get an idea off something, we can certainly utilize it.

10 MS. GUIGUI: But, not the curricular itself?

11 MS. RICHEY: There is a copyright category, I think that is why it would be  
12 important to have a copy of the curriculum from the bidder to determine who owns the  
13 curriculum or if the curriculum is just parts and pieces.

14 MS. KILEY: Is it really that sensitive information?

15 MS. GUIGUI: I don't know. It is not sensitive information, we welcome  
16 you to come see and all of that, it is someone else taking it and using it, that is the only  
17 thing.

18 MS. CATLIN: Does Osborne own the curriculum?

19 MS. GUIGUI: Yes.

20 MS. KILEY: Do you bring in other authorities?

21 MS. GUIGUI: There is others, but the curriculum itself in final form is all  
22 developed by Osborne.

23 MS. TURO: Would that make it proprietary?

24 MS. KILEY: It could be proprietary, but it is not really that unusual, it  
25 doesn't necessary equate to being something that is such a specialized proprietary thing. I

1 would have to take a look at that, unfortunately, I can't say.

2 MS. GUIGUI: We think it is very special.

3 MS. KILEY: I certainly don't mean to minimize. One thing that I would  
4 raise right now with you is sometimes there are FOIL requests that are submitted by  
5 whomever, they will ask for sometimes RFP and sometimes ask for bids. If you have  
6 anything that you feel is confidential, why don't you mark that on the particular pages,  
7 okay, just write confidential and then that way if it is FOIL'ed, I should not say when, it  
8 may not be FOIL'ed, it is uncommon, but sometimes it happens, if you say confidential,  
9 we won't disclose it.

10 MS. GUIGUI: We don't say it is confidential, but proprietary. We don't  
11 want somebody taking it and using it.

12 MS. KILEY: My question would be have you developed your own  
13 worksheets, did you write the curriculum without using any other sources? Are the  
14 sources named like looking at a textbook, when you are writing a textbook and  
15 developing a college course, so to speak? I can teach a college course and certainly bring  
16 in other authorities and other developers, if those other developers' curriculum or material  
17 is public domain, we can use it. We, of course, would not have to consider proprietary.

18 MS. GUIGUI: There are pieces of both. I would say it is sort of like  
19 everybody could get all of those pieces, it is how it is uniquely put together.

20 MS. KILEY: You are absolutely correct. It is just an unusual situation  
21 where that would ever occur. I mean, I have never seen it happen. I think the likelihood  
22 of it happening, certainly it is a legitimate concern, but I don't think it has ever really  
23 occurred and not very often.

24 MS. TURO: I have never seen it. And I think, Randi, also we are out on  
25 the street issuing this RFP in good faith, we are not looking for people to get information

1 and steal your stuff. It was a very valid question. Reading it, I can see where one would  
2 ask that question. It is not our goal to steal your material. I don't think we are going to  
3 contract, after all, our people can do it, that is not our goal. We are seeking vendors in  
4 good faith.

5 MS. RICHEY: What you are submitting is your curriculum to do in the  
6 facility, a program for the people, that is what we want to see, it is important for us to see  
7 what that is.

8 MS. TURO: I will use an example. A number of years ago when we were  
9 working on, I think it was job development contract or I can't remember exactly what it  
10 is, I know it was in Transitional Service, we are putting out RFPs and got bids, five or six  
11 bids. One organization that bid was going to do these experiential exercises with the  
12 inmates that involved fire, two-by-fours, human pyramid. All of this we would not be  
13 allowing in Corrections. Had we not had the curriculum, had they submitted team  
14 building exercises without the supporting curriculum, we could have awarded a contract  
15 to this person who was bringing in matches, two-by-fours. They would not have, but if  
16 we had awarded them the contract without due diligence without finding out what they  
17 had in mind, we would have been in a real pickle. That is why having detailed  
18 curriculum is letting us know immediately that we could not award this contract.

19 MS. GUIGUI: Obviously not work.

20 MS. TURO: Termination Clause is pretty standard, that would be  
21 reiterating your actual contract as well.

22 Kathy, you want to talk about 5.11?

23 MS. KILEY: We kind of talked about FOIL, there is always a possibility  
24 that somebody could be FOIL'ed pursuant to a request and if something you feel is  
25 trademark or something that you feel is confidential, mark it as confidential. I cannot

1 guarantee it will never be disclosed, but we would probably try to err on the side of  
2 caution. If it said confidential, we would try not to, but of course if there is a Court  
3 Order, we have to, but I don't foresee that ever happening.

4 Vendor Responsibility is the next section. Of course everybody knows that  
5 you have to fill out the vendor responsibility questionnaire and that would be submitted  
6 to Lucretia and Carol and Velma. So, you have to answer that and look at the questions  
7 as carefully as possible. You have to make sure that as a company, not-for-profit,  
8 whatever your organization is, we have to make sure that you are financially and  
9 organizationally sound, that you are established legally, look at the business's integrity,  
10 that is something that we have to look at, as well as past performances with the staff.  
11 Make sure that you answer the questions, look at them very carefully. You may want to  
12 look at them ahead of time before the question and answer person asks your questions.  
13 Now, we have had issues with vendor's responsibility in the past, make sure that you  
14 answer it as honestly and thoroughly as possible.

15 MS. TURO: If you did your vendor responsibility online, it has to be  
16 current, within six months.

17 MS. KILEY: Of course, to ducktail with that, you do have to remain a  
18 responsible vendor. As I said, legally, organizationally sound, financially sound, ethical,  
19 you know, of course throughout the whole term of the contract, otherwise that would give  
20 us the possibility to terminate the contract.

21 MS. TURO: That is actually spelled out in the contract, that didn't use to  
22 be, but that language now has been added.

23 MS. KILEY: It is in the contract.

24 MS. TURO: We can skip forward a few pages, we talked about Workers'  
25 Compensation and Disability.

1                   Consultant Disclosure. That is there in your Attachment D packet,  
2                   Consultant Disclosure. A lot of organizations are already familiar with it. It requires you  
3                   to, with any new contract, if you are awarded a contract you will be filling out Consultant  
4                   Disclosure Form A. It projects forward the estimated personnel cost for the contract and  
5                   then on an annual basis you will be reporting actual. This is not the MPS, this is just  
6                   personnel.

7                   On Page 37, we understand the Iran Investment Language?

8                   MS. KILEY: Which is not really applicable, nobody is doing business with  
9                   Iran.

10                  MS. GUIGUI: That is the country of Iran?

11                  MS. RICHEY: That is fairly new.

12                  MS. TURO: Less than a year ago or about a year ago. It just lists entities, a  
13                  number of banks and so on. If you go on the website, national effort to put the squeeze  
14                  on Iran, that is what it is. Any contract in New York State is prohibited from doing any  
15                  business with a business that is doing business with Iran. Probably banks that you have  
16                  never heard of. I cannot imagine that any not-for-profit is doing business with any of  
17                  these banks.

18                  MS. GUIGUI: I didn't realize that we are really that nasty.

19                  MS. RICHEY: We are not.

20                  MS. GUIGUI: There must be other countries that we don't like.

21                  MS. KILEY: Let's move on.

22                  MS. TURO: Page 39, Proposal Format and Content. I am not going into an  
23                  awful lot of detail here, I think Velma and Cre did a good job explaining what we are  
24                  looking for. There is three parts, Technical, Cost Submittal, everything, scope of work  
25                  that you are going to do.

1 Part II is Cost Submittal and Part III completed documents included in  
2 Attachment D. Again, as Cre said, some of these are not absolutely needed unless you  
3 are going to be awarded the contract. If you are unsure of your ability to get one of these  
4 forms done by the due date, you need to call and ask us. I think they are pretty self  
5 explanatory, but feel free if you need to get clarification on those.

6 You do mail everything together, but the Cost Proposal needs to be put in a  
7 separate envelope. Most people send a brown manila envelope and indicate Cost in there.  
8 That needs to be sealed separately and labeled as Cost Proposal. The reason that we do  
9 that, we don't want the program people to be influenced by pricing. They are not allowed  
10 to see any of the pricing information. There may be one that was really high or one that  
11 was really low or a third one was whatever, we don't want them to be influenced by that  
12 information. No cost information should be included in the Technical Proposal Part. All  
13 right. Do mail everything all together though in the same box.

14 MS. EDELMAN: There should be two of each of these three parts?

15 MS. TURO: Actually, we need more than that. Let's go to Page 40.

16 MS. EDELMAN: I am sorry, six copies?

17 MS. TURO: Because we use a number of reviewers, we need six copies  
18 plus CD or flash drive, electronic copy. The Cost Submittal, we only need two and a  
19 separate electronic version.

20 MS. EDELMAN: Three original documents and two copies, that is five.

21 MS. KILEY: And a separate electronic version.

22 MS. TURO: That is a little bit different than what we have done in the past.  
23 I am sure Velma knows all that, let's go with what she says.

24 Mandatory Forms, we need two sets of those, underline that line, photocopy  
25 the blank forms and then submit two copies, two sets. I have had people call me before,

1 they started completing it and made a mistake. We are going to need two sets, photocopy  
2 the blanks that are in the packet.

3 Questions on any of that?

4 Are we done with that section? If you go toward the back of your packet,  
5 the section called Attachment D. It is like the last eighth inch of paper or so. There is E  
6 and F, too. It looks like this right before Appendix A. Page 46 on it (indicating).

7 MS. TURO: I apologize for this, Velma was prepared to do this, I am a fill  
8 in. Attachment D, this is all the aforementioned forms, Appendix A, the Standard  
9 Clauses for New York State Contracts. The Procurement Lobbying Certification we  
10 talked about.

11 MS. KILEY: You need to fill that out and that needs to be submitted.

12 MS. TURO: Yes, absolutely. Essentially, that is coming with your bid.

13 MS. KILEY: That could mean you can be disqualified and you don't want  
14 to disqualified.

15 MS. TURO: It is the same thing that you have done, just looks different, it  
16 is compressed into one page.

17 Next, Proposal Cover Sheet, this has to be filled out and returned. Put it  
18 right on top of your packet. Next page is the one that has little check boxes on the right,  
19 looks like so (indicating).

20 You with us, Randi?

21 MS. GUIGUI: Yes.

22 MS. TURO: That tells you what you might want to make a note of. Kathy  
23 just said Procurement Lobbying, that absolutely must come with your packet. If you have  
24 trouble with ST-220, ven rep has to come with your packet, the second one.

25 MS. KILEY: They are all required.

1 MS. TURO: We can be a little flexible with Workers' Comp and Disability,  
2 we really need those at one point, if someone is offered the contract and there is the  
3 website.

4 MS. BAILEY: I have a quick question. This particular page right here, are  
5 these the mandatory forms?

6 MS. KILEY: I believe they are the required documents that Velma had  
7 down. Those are the ones that have to be filled out and submitted.

8 MS. GUIGUI: Says required.

9 MS. TURO: I know there is clarification on the next page. Go to the next  
10 chart, and I am sorry, I am a fill in here. These are the ones that you can see where there  
11 may be a little bit of elbow room. If you don't have them, make it your goal to submit  
12 when it is easier for you. Actually, the required documents that you need, you can look at  
13 the yes/no required with submission of proposal, these are the forms that need to go with  
14 it, otherwise, like I said, you could be disqualified. You don't want to be disqualified for  
15 something as silly as omitting the form. Follow what it says here, disregard what I said  
16 earlier.

17 Next one is just Instructions for Consultant Forms A and B. We worked up  
18 those instructions for people a few years back when these forms were so confusing.  
19 Gives instructions and two forms are attached. Again, remember Form A comes in the  
20 beginning and Form B is submitting an actual. You will not be submitting Form B with  
21 your proposal, it will be submitted in blank.

22 Randi, you may not be familiar with it but people in your agency are.

23 MS. GUIGUI: Very grateful that there is Jackie.

24 MS. TURO: Any questions about Attachment D? Terry, this is more  
25 program and staff, you want to address Page 41, what we are looking for?

1 MS. RICHEY: You can see the percentages next to each component, when  
2 we evaluate your bid. The Proposal Evaluations Criteria and Selection Process, it talks  
3 about Part I being the Technical Submittal is seventy percent of how it is scored. Part I  
4 consists of detailed proposal response narrative. A paragraph-by-paragraph response in  
5 chronological order is required in order to provide the Evaluation Committee with the  
6 best method to review the proposal.

7 We have an Evaluation Committee that reviews each bid, that is why we  
8 needed six copies. Part I scores are to be calculated by adding the total scores of each  
9 reviewer on the Evaluation Committee.

10 7.1.1 is Bidder's Experience, there is fifteen percent. The Bidder  
11 demonstrates the ability to successfully implement the proposed plan based on similar  
12 successful efforts.

13 Then the Program Design forty-five percent. Then just goes on to tell you  
14 what we are looking for when we are doing the evaluation.

15 Then Program Monitoring/Staffing and Background is ten percent.  
16 Proposals will be reviewed to determine if the Bidder has an effective plan to monitor the  
17 program and to assess the effectiveness of the same. In addition, we also look at the  
18 staffing that is included in your bid.

19 That is all of Part I.

20 Part II, thirty percent is Cost Submittal. The budget includes a detailed  
21 narrative and appears appropriate to support the goals of this project initiative. It says use  
22 the format provided in Attachment F, so you have that form to follow.

23 That is Part II.

24 Then Part III, Forms and Document Requirements, that we just went over  
25 have to be included. Photocopy the blank forms and then complete and submit two sets,

1 both with original signatures. Notarized signatures are required on some forms.

2 7.4 is how we combine the score. The combined score will be comprised of  
3 the total of the scores for the Technical and Cost submittals. In the event the highest  
4 average score is obtained by more than one proposal creating a tie, the total project cost  
5 shall be the basis for determining the successful Bidder.

6 Then 7.5 talks about notification of results.

7 Any questions?

8 MS. TURO: Page 43 goes on, I think you are very familiar with where the  
9 facilities are located, there is a map included.

10 Attachment B, all of the Directives that were mentioned earlier in the RFP.  
11 I believe the majority of this thick section is Directives for 4750, which is the volunteer  
12 service. Terry, this is your baby, the term volunteer gets confusing to people.

13 MS. RICHEY: We have contractors that come in to provide service, they  
14 are not New York State Department of Corrections & Community Services' staff, so we  
15 consider them volunteers. Because the volunteer service staff is the person that processes  
16 all the paperwork, does the orientation, makes sure the criminal history checks are done,  
17 your fingerprints are done. The packet is signed off by the executive team at each facility  
18 where you are providing a service, so we are trying to get staff more into thinking about  
19 those volunteers as contract volunteers, but you have to be compliant with Directive 4750  
20 and the application goes along with that. There is a standard of conduct that is expected  
21 from volunteers. The Workmen's Compensation piece we went over. Because if you are  
22 a true volunteer, what I mean by true volunteer, you are not being paid to provide a  
23 service, then our Department provides that Workmen's Compensation for volunteers.

24 Does that cover what a contract volunteer is?

25 MS. GUIGUI: Yes.

1 MS. EDELMAN: Yes.

2 MS. GUIGUI: One of the main rules is no cell phones.

3 MS. TURO: Very true.

4 MS. RICHEY: You are considered an extension of staff, so you have to  
5 comply with everything of staff, as well as volunteers have to comply with everything. It  
6 is important for you to know the Directives. Not only just the Directives that pertain to  
7 volunteer services, but those other Directives. Sometimes we'll have volunteers,  
8 volunteer contractors, when we ask them why did you violate one of the standards of the  
9 contract, sometimes the response is I didn't really read the information. But, it is your  
10 responsibility. I think too as a contractor, you become familiar. You are going to provide  
11 that training to your staff, as well. So you are going to do initial orientation, what it is  
12 like to work inside a correctional facility and then the supervisor of volunteer of services,  
13 also consider that information in a generic sense, and then each facility where your staff  
14 will go out to work also has to provide an overview of that specific facility. As you  
15 know, all facilities are different, whether they are maximum, minimum, medium, how  
16 they operate, the size of the facility, et cetera, they do all operate a little different. You  
17 have to familiarize yourself with that, but it is complying with the rules, and certainly cell  
18 phone is one of the rules along with several others.

19 MS. TURO: I think we are nearly at the end. Kathy, will you once again go  
20 over Procurement Lobbies, I think we are beating a dead horse, but it is pretty important.

21 MS. KILEY: I certainly discussed this previously, but again I will reiterate  
22 for the ladies that are here today and also for any potential bidders down the road, I just  
23 want to make sure that any questions, any communication that you have with respect to  
24 this particular RFP needs to be communicated to the Contract Procurement Unit as noted  
25 on Page 24. You have the contract information for Velma and Lucretia, who is here.

1 You can certainly ask them any particular questions with respect to the RFP.

2 If there is a current contract that you happen to have with DOCCS right  
3 now, you can speak to any particular employee, but if it has anything at all to do with this  
4 RFP, we take this very, very seriously, and it can be very problematic if there are contacts  
5 outside of the Contract Procurement Unit. No candy, no flowers, no anything. I am  
6 sorry, ladies, but that is the job of an attorney, we take away the fun. So make sure any  
7 questions are headed through the Contract Procurement Unit.

8 MS. TURO: Get any of your questions in by next Friday and then the  
9 answers will be coming to you via email, email attachment.

10 Did both of you double-check your email address? Here it is on attendance  
11 the sheet, just verify that email is correct.

12 MS. GUIGUI: Yes. The only thing that I am going to ask, since I am going  
13 to be out of town, can you make sure that anything that would pertain to this RFP go to  
14 Kennan Pace?

15 MS. TURO: Spell exactly the email address.

16 MS. GUIGUI: K Pace@osborneny.org.

17 MS. TURO: Kathy just reminded me also, some of you who have been to  
18 DOCCS bid conferences before know that we used to just take notes, after the merger  
19 with parole and parole already has a network in place for notes, a copy of the  
20 transcription will be included with the Q and A that comes out on this bid.

21 Just to recap really quickly the due dates. Everything is on Page 7.  
22 Questions are due the 30th by 3 p.m., your questions to us. Our responses to you plus the  
23 transcript, you will receive September 5th. Your proposals are due September 12th by 3.  
24 We hope to have a successful bidder notification on October 1st and contract starts  
25 January 1st.

1 MS. BAILEY: Are you going to mail the questions along with the  
2 transcript along with posting on the website or just post on the website?

3 MS. TURO: I am going to defer to you, it is different from the way parole  
4 was doing things. Why don't you explain how it will be done? We have a small number  
5 of people attending today, so probably not.

6 MS. BAILEY: Page 2 on the Notice to Bidders on Number 4 where it says  
7 any amendments, clarifications, responses to questions, and updates to this RFP will be  
8 posted on the NYS Contract Reporter and the DOCCS Community Supervision website  
9 and there is an address right there. When you type in this website address, when you look  
10 to the left, I am not sure if it takes you directly to the Community Supervision website, if  
11 it don't, you click on Community Supervision and then under that there will be a tab that  
12 says RFP and then the transcript and the questions and answers will also be posted there.  
13 So, you can click on it and print. A copy of this RFP also on there and it will be named  
14 exactly what this is, Inmate Parenting RFP 2013-03 and then says Inmate Parenting RFP  
15 transcript and all together. Questions and answers and transcript will be all in that one  
16 section. If they are not mailed out, I am not sure how Velma will want to do that, but it  
17 will also be there.

18 MS. TURO: Parole is a little more sophisticated doing this. We'll go with  
19 that plan, which means that you can let Keenan know to look there by the 6th. If you  
20 have any problem obtaining the documents from those sites, Ellen and Randi, email us  
21 and let us know. I think we are at the closing point.

22 Are there any additional questions that people have that you want to address  
23 in this forum? Thank you all for coming.

24 (Whereupon the pre-bid conference concluded.)  
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CERTIFICATION

I, ANN MARIE TESTA, Court Reporter and Notary Public in and for the State of New York, do hereby certify that I attended the foregoing proceedings, took stenographic notes of the same, that the foregoing, consisting of 37 pages, is a true and correct copy of same and whole the thereof.

Dated: August 29, 2013

*AnnMarie Testa*

AnnMarie Testa