

**New York State Department of Corrections and  
Community Supervision**



**Request for Proposals  
RFP 2013-03**

**Inmate Parenting Program**

**Anthony Annucci  
Acting Commissioner**

**Jeff McKoy  
Deputy Commissioner  
For Program Services**

# Notice to Bidders

1. Read the entire RFP document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements.
2. The successful Bidder must be able to service all eight facilities. **Only one contract will result from this RFP.**
3. Bidders are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts (Section 5.1).
4. Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter and the DOCCS/Community Supervision Web site (<https://www.parole.ny.gov>) select *RFPs*.
5. Bidders' proposals must address all amendments, clarifications, or updates pertaining to this solicitation document.
6. Take full advantage of the Pre-Bid Conference and the Questions and Answers opportunities. All questions must be submitted in writing to the designated email address by the date and time specified in subsection 1.3, *Key Events/Dates*.
7. Bidders' proposals must address all items in Attachment E, *Technical Submission Guidelines*.
8. Review the RFP document and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.
9. Package your proposals as instructed in Section 6.
10. Submit your proposals so that they are received by the designated due date and time (see subsection 1.3). **DOCCS will not consider proposal submissions that arrive after the time specified on the due date.**

## Table of Contents

Notice to Bidders .....	2
Section 1 - Introduction .....	6
1.1 Purpose.....	6
1.2 Background.....	6
1.3 Key Events/Dates .....	7
1.4 Definitions .....	8
1.5 Lobbying Information/Procurement Lobbying Act .....	8
1.6 Appendix A.....	9
Section 2 – Technical Requirements.....	10
2.1 Bidder Qualifications .....	10
2.1.1 Organizational Structure.....	10
2.1.2 Experience .....	10
2.2 Location of Services.....	10
2.3 Scope of Services .....	11
2.3.1 Programs Goals .....	11
2.3.2 Family Support Services and Training.....	12
2.3.3 Attendance Policy.....	12
2.3.4 Program Standards .....	12
2.3.5 Delivery Modes.....	13
2.3.6 Evidence-based Practices .....	13
2.4 Key Program Components.....	13
2.4.1 Inmate Parenting Education and Training .....	13
2.4.2 Strengthening Marriage and Family Relationships .....	14
2.4.3 Individual and Family Counseling Services .....	14
2.4.4 Children’s Centers.....	15
2.4.5 Training DOCCS Staff .....	16
2.5 Records and Reporting Requirements.....	16
2.5.1 Inmate Parenting Services .....	16
2.5.2 Monthly Reports .....	16
2.5.3 Quarterly Reports .....	17
2.5.4 Annual Reports.....	17
2.6 Program Monitoring and Improvement.....	17
2.7 Staffing and Background Checks.....	17
2.8 Contractor Employees and Department Rules.....	18
2.9 Tenure.....	18
2.10 Mandatory Forms and Documents for Contractors .....	18
Section 3 – Cost Requirements.....	19
3.1 Program Budget.....	19
Section 4 - Contractual Terms and Conditions.....	20
4.1 Appendix A, Standard Clauses for New York State Contracts .....	20
4.2 Executive Order 38, <i>Limits on State-Funded Administrative costs &amp; Executive Compensation</i> .....	20
4.3 Executive Order 26, <i>Statewide Language Access Policy</i> .....	20
4.4 Contract Period and Renewal .....	20

4.5	Contractor Assurances.....	20
4.6	Procedures for Amendments .....	21
4.7	Price Adjustments .....	21
4.8	Ownership and Title to Deliverables .....	22
4.9	Dispute Resolution.....	22
4.10	Additional Security/Confidentiality Requirements.....	22
4.11	Patent/Copyright Indemnification/Publishing Rights.....	22
4.12	Oral Presentations .....	22
4.13	Period of Validity .....	22
4.14	M WBE and Equal Employment Opportunities and Goals .....	23
4.15	Conformance to RFP .....	23
4.16	Payments to Contractor .....	23
Section 5 - Administrative Requirements .....		24
5.1	Inquiries .....	24
5.2	Pre-Bid Conference .....	24
5.3	Submission of Proposals.....	24
5.4	Facsimile Bids.....	25
5.5	Bidder Debriefing .....	25
5.6	General Requirements .....	26
5.7	State’s Rights to Proposals .....	27
5.8	Extent of Services .....	28
5.9	Contract Terms .....	28
5.10	Subcontractors.....	28
5.11	Termination .....	29
5.11.1	Agency Termination .....	29
5.11.2	Procurement Lobbying Termination .....	30
5.12	Freedom of Information Law / Trade Secrets.....	30
5.13	Vendor Responsibility .....	30
5.14	M/WBE and EEO Requirements .....	32
5.15	Sales and Compensating Use Tax Certification Requirements.....	32
5.16	Contractor Insurance Requirements .....	32
5.17	New York State Worker Compensation & Disability Benefits insurance Requirements .....	34
5.18	Consultant Disclosure Reporting Requirements .....	36
5.19	Ethics Compliance .....	37
5.20	Indemnification.....	37
5.21	Iran Divestment Language .....	37
Section 6 - Proposal Format and Content .....		39
6.1	Overview .....	39
6.2	General Requirements and Appearance.....	39
6.3	Technical Submittal Requirements (Part I).....	40
6.4	Cost Submittal Requirements (Part II) .....	40
6.5	Mandatory Forms and Document Requirements (Part III).....	40
Section 7 - Proposal Evaluation Criteria and Selection Process .....		41
7.1	Part I Technical Submittal 70% .....	41
7.1.1	Bidder’s Experience (15%).....	41
7.1.2	Program Design (45%) .....	41
7.1.3	Program Monitoring/Staffing and Background(10%) .....	41
7.2	Part II Cost Submittal 30% .....	42

7.3	Part III Forms and Document Requirements.....	42
7.4	Combined Scoring .....	42
7.5	Notification of Results .....	42

Attachment A, New York DOCCS Facilities and Regional Map

Attachment B, Directives

Attachment C, MWBE Compliance

Attachment D, Forms and Required Documents

Attachment E, Technical Proposal Submittal Guide

Attachment F, Program Cost Proposal

Attachment G, Non-Disclosure Agreement

# Section 1 - Introduction

---

## 1.1 Purpose

The Department of Corrections and Community Supervision (hereafter “the Department” or “DOCCS”) seeks proposals from organizations for the development and implementation of a program to provide educational and therapeutic support to inmates regarding effective parenting training for inmates, strengthening marital and family relationships, individual and family counseling and staffing of children’s visiting centers. The services are to be provided in eight facilities identified in Section 2.3 (see attached map). Only one contract will be awarded to service all eight (8) facilities for Inmate Parenting.

Incarceration of an individual can seriously undermine the stability of a family in a variety of ways. An inmate may experience guilt as a result of the impact of his/her actions on the family and sense a loss of identity within the family. The family may face emotional turmoil, feelings of separation, abandonment, and economic hardship. The remaining parent often must assume the responsibilities of both parents and may experience the added burden of dealing with the children’s feelings of confusion, anger, separation, and loss.

The goal of this Request for Proposal (RFP) is to procure a comprehensive Inmate Parenting Program for eligible incarcerated fathers, designed to mitigate the effects of the inmates’ incarceration on their families. The program will address the issues and challenges experienced by both inmates and their families. The goal will be to assist inmates to maintain bonds with their families and improve the outcomes for both the inmates and their families upon the inmates’ eventual return to the communities.

The Department realizes that most inmates eventually return to their families and communities and is therefore invested in the improvement of parent-child bonds and strengthening inmates’ parenting skills. By recognizing the importance of services designed specifically for incarcerated parents and their families, DOCCS is providing an opportunity to assist with family connectivity.

## 1.2 Background

The New York State Department of Corrections and Community Supervision, is a member agency of the Executive Branch of the government of the State of New York, charged with the responsibility of providing care and custody of convicted adult felons. As a state agency it is comprised of a central office, located in Albany New York and 60 correctional facilities situated in locations throughout the state.

The Department, in its goal to rehabilitate persons under its custody, has the responsibility of providing opportunities for incarcerated individuals to participate in educational, transitional, therapeutic, and treatment services in secured settings. Program participation is encouraged and viewed as a critical service to help prepare

inmates to return to society. The Department believes that family focused programs are equally important in the rehabilitation process and should be included in services.

All new Contractors and the contracted staff will attend DOCCS training, including but not limited to the following:

- Facility Orientation/Staff Advisor Introduction
- Working in a Para-Military/Chain of Command Agency
- Games Inmates Play (DVD)
- DOCCS Guidance Unit Functions (including Program Overview & Program Committee)
- Addressing Requests outside of Job Function

### 1.3 Key Events/Dates

The following schedule of dates applies:

<u>Event</u>	<u>Date</u>
RFP Release Date	Thursday, August 1, 2013
Bidders' Conference*	Thursday, August 22, 2013, at 11:00 a.m. EDT
Written Bidder Questions Due	Friday, August 30, 2013, by 3:00 p.m. EDT
Questions and Responses to Bidders	Thursday, September 5, 2013
Proposals Due	Thursday, September 12, 2013, by 3:00 p.m. EDT
Successful Bidder Selection	Tuesday, October 1, 2013
Contract Start Date	Wednesday, January 1, 2014

\* Attendance for the Bidders' Conference is optional, but recommended. Pre-registration is requested by contacting Michele Bianco by email [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov) or by calling (518) 436-7886 ext. 3135. Directions to the Bidders' Conference location will be available at the time of the request. See Section 5.2 for additional details and the meeting location for the Pre-Bid Conference.

## 1.4 Definitions

Awardee/Successful Bidder	Entity selected to be awarded a tentative contract
Bidder	Any individual or entity submitting a proposal for this RFP
CCW	Children Center Workers
Contractor	Successful Bidder
DOCCS	Department of Corrections and Community Supervision
EDT	Eastern Daylight Time
Facility	Correctional Facility
Inmate	Convicted felon that is incarcerated
RFP	Request for Proposals
Vendor	Any individual or entity doing business with New York State

## 1.5 Lobbying Information/Procurement Lobbying Act

New York's Legislative Law and the State Finance Law have been amended to regulate lobbying on procurement contracts. Chapter 1 of the Laws of 2005, State Finance Law § 139-j and k, which can be accessed through the NYS Office of General Services links below, imposes certain restrictions on communications between the Department and the bidder during the procurement process. The Bidder is restricted from making contacts, beginning with the date of the bid advertisement in the NYS Contract Reporter through final approval of the contract award by the Office of the State Comptroller, with anyone other than the designated Division of Program Services staff, unless it is contact that is among certain statutory exceptions as per State Finance Law § 139-k (3) (a).

The designated staff is identified in Section 5 of this RFP. Department staff are required to obtain certain information when contacted during the "restricted period" and to make a determination of responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of the proposal, and in the event of two findings within a four-year period, the Bidder is debarred from future State contracts. It is the Department of Corrections and Community Supervision's policy to immediately report to its ethics officer and/or inspector general any impermissible contact by any offeror (bidder) and, in addition, to comply with all requirements of the Procurement Lobbying and Procurement Stewardship acts. More information about State Finance Law Sections 139-j and k can be found on the website of the Office of General Services at: <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm> and <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>.

All Bidders must submit a completed *Procurement Lobbying Certification* related to State Finance Law 139-j and k. The form is included in Attachment D.

## **1.6 Appendix A**

Appendix A, Standard Clauses for New York State Contracts, dated December 2012, attached hereto in Attachment D, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

## Section 2 – Technical Requirements

---

### 2.1 Bidder Qualifications

To qualify, Bidder must demonstrate a past performance of successful program management and/or contracted provision of similar or comparable programs for the services described in this RFP. The Bidder will be expected to have the financial stability and organizational capacity, as well as the legal authority and integrity to enter into a contract with New York State.

#### 2.1.1 Organizational Structure

Each proposal shall include all of the following:

- A description of the organization including the name and address of all persons holding corporate titles
- The date of incorporation
- The specific qualifications for providing inmate parenting services and children's center services.

If the Bidder's company is not incorporated, equivalent information must be provided. The name, title, phone number and résumé of the individual to be assigned management responsibility for provision of all contracted services must be included.

#### 2.1.2 Experience

Bidders should submit the following:

- A description of the organization's experience (including present activities and those within the past five years) operating inmate parenting and children's service programs; or
- Related programs for convicted felons; or
- Community based parenting programs as well as qualifications for providing such services; **and**
- A detailed description of program results (e.g. how many individuals completed the training) directly related to the Bidder's past similar or comparable programs including a succinct description of the scope(s) for the program(s) and the population(s) served.

Staff that will provide services under any awarded contract must meet the Department's standards for individuals whose work assignments will be in a correctional facility, as defined in Department Directive #4750, *Volunteer Services*, Section 2.8 (Attachment B).

### 2.2 Location of Services

The Inmate Parenting Program, including the children's visiting centers and family counseling components, must be implemented in eight New York State correctional facilities, as listed below. A map showing the facilities is included as [Attachment A](#).

One contract will be awarded to service all eight (8) facilities:

Fishkill Correctional Facility  
18 Strack Drive  
Beacon, NY 12508

Shawangunk Correctional Facility  
200 Quick Road  
Walkkill, NY 12589

Sing Sing Correctional Facility  
354 Hunter Street  
Ossining, NY 10562

Walkkill Correctional Facility  
50 McKenderick Road  
Walkkill, NY 12589

Woodbourne Correctional Facility  
99 Prison Road  
Woodbourne, NY 12788

No Children's Center at the following three facilities:

Eastern NY Correctional Facility  
Institution Road  
Napanoch, NY 12458

Green Haven Correctional Facility  
594 Route 216  
Stormville, NY 12582

Otisville Correctional Facility  
57 Sanitorium Rd.  
Otisville, NY 10963

## **2.3 Scope of Services**

This program aims to enhance the parent-child relationship during and after incarceration through parenting and child development education, visitation, support groups and counseling. Inmates with long-term sentences need support to sustain connections with their children, while inmates with short-term sentences need skills for maintaining an active parenting role and communicating with their children's caregiver to ease their transition into the family unit once released.

### **2.3.1 Programs Goals**

The objective of the contract resulting from this RFP is for participating inmates to achieve improved parenting skills and family relationships. Proposals must address how the Bidder will provide services consistent with the following key program components that will support achievement of the program goals:

1. Inmate parenting education and training (2.4.1)
2. Strengthening marriage and family relationships (2.4.2)
3. Individual and family counseling (2.4.3)
4. Children's visiting centers (2.4.4)
5. Development and provision of training for designated DOCCS staff aimed at facilitating the aforementioned goals (2.4.5).

### **2.3.2 Family Support Services and Training**

The selected provider will deliver the family support services and staff training described in this RFP, with the overall goal of reducing the effects of incarceration on the families and helping inmates strengthen family bonds to best facilitate a successful return to family and community.

Each proposal must include the following:

1. program plan with a statement of program philosophy
2. description of the overall program design and a description of program components consistent with the Department's desired program goals
3. outline of the curriculum and the proposed program schedule that include details regarding any A/V support/educational materials
4. list of job titles and functions
5. job descriptions
6. required staff qualifications
7. staff assignments and work schedules
8. space requirements
9. if outside consultants will be used and, if so, details including availability of résumés

### **2.3.3 Attendance Policy**

Bidders must describe in detail the program they propose to implement using the guidelines provided. Bidders will describe the proposed attendance policy that will apply to the inmates participating in the program.

### **2.3.4 Program Standards**

Bidders will propose a program that conforms generally to the following standards:

- The group is expected to be facilitated by a qualified contract staff person with approximately 15-20 inmates who are referred to the program by facility program services staff.
- At each facility, the group shall meet on a weekly basis on designated days and times. Completion of the primary parenting component will require 32-48 hours. (For example: A 48-hour curriculum delivered 2 hours/2 days per week will meet for a three-month period.)
- Strengthening Marriage and Family Relationships component will require 24 classroom hours.
- A minimum of two program cycles must be held in a one year period at each facility.
- Focus of the groups shall be parenting, family relationships or other curriculum that supports the overall program goals.

Be aware that inmates' educational levels may impact their ability to comprehend course materials. Many inmates have low educational achievement levels and parenting materials designed for the general public may be too difficult to understand. Attempts must be made to tailor content of the session to meet the needs of the group members.

The Contractor will be expected to conduct a screening evaluation to help identify the specific need areas prevalent in the group.

### **2.3.5 Delivery Modes**

The primary service delivery mode to be used is a group format, with individual sessions scheduled when a need is indicated. The group sessions will use a multi-mode approach including, but not limited to, the modes listed below. The Bidder is encouraged to suggest other ideas as well. Suggested modes include the following:

- Didactic presentation
- Guest speakers
- Group discussion of inmate-suggested topics
- Role plays
- Audio Visual

### **2.3.6 Evidence-based Practices**

These sessions are expected to be supplemented with readings and homework assignments or other appropriate independent tasks.

The preferred program will utilize evidence-based practices including, but not limited to the following:

- pre- and post-test evaluations that assess baseline knowledge
- assessment of behavior and attitudes at the commencement of the service
- re-assessment of behavior and attitudes at conclusion of the service
- final evaluation to review or determine the impact of the program

The Bidder's proposal must fully describe the proposed pre- and post- assessment tool(s).

## **2.4 Key Program Components**

### **2.4.1 Inmate Parenting Education and Training**

The inmate parenting program will be delivered by the Contractor's staff who will provide the services within eight (8) correctional facilities identified in section 2.2 (Eastern, Fishkill, Green Haven, Otisville, Shawangunk, Sing Sing, Wallkill, and Woodbourne.) Inmate parenting facilitators/ instructors must collaborate with department staff regarding screening, monitoring, pre- and post-assessments and evaluation of services.

The following specific objectives have been identified for the Inmate Parenting Education and Training component:

1. To design and implement a curriculum for the teaching of parenting classes to inmates;
2. To provide incarcerated men with the child development knowledge and skills necessary to enhance their ability to parent effectively; and
3. To provide inmates with the skills to make healthy lifestyle choices and decisions that will be in the best interest of both the inmates and their children.

Suggested topics for the group sessions include, but are not limited to, the topics listed below. Bidders are encouraged to identify other relevant topics.

- Child Development Stages
- Incarcerated Fathers' Issues
- Discipline and Corrective Behavior
- Special Needs of Children
- Communication Skills
- Dysfunctional family issues

#### **2.4.2 Strengthening Marriage and Family Relationships**

Strengthening marriage and family relationships will promote the development of and identify characteristics of healthy marital and family relationships.

Objectives should include the following:

1. Addressing the effects of incarceration on relationships and family dynamics;
2. Introducing educational materials that combine lessons promoting individual life skills, couple relationships, parenting, step-families and co-parenting skills;
3. Encouraging awareness of negative cognitive and behavioral patterns and practicing skills that enhance individual and family well being; and
4. Identifying strengths and specific areas of challenge that require additional work and focus.

Suggested topics may include but are not limited to the following:

- Communication skills
- Domestic violence
- Ethics and morality
- Re-entry/transitional planning
- Identifying individual conflict styles
- Racial and cultural issues
- Conflict resolution
- Breaking the incarceration cycle

#### **2.4.3 Individual and Family Counseling Services**

The Family Counseling Services component will provide educational classes and seminars for selected married/committed participants of the Parenting Program and their spouses/partners. The purpose of the service is to grant couples the benefit of enhancing communication skills and improving family relationships.

The provider will be responsible for designing creative means to facilitate family counseling sessions that incorporate long distances and transportation issues. Additionally, program participants will receive group and individual counseling.

The Bidder will describe a detailed plan designed to achieve the goals of the family counseling component, including, but not limited to, the following:

1. Conducting family needs assessments for participating family members, with the goal of identifying needs in order to provide community referrals for family members.

2. Providing family counseling sessions for participants and their family members for the enhancement of communication skills and conflict resolution.
3. Mitigating the negative psychological and emotional effects resulting from incarceration.
4. Assisting with family re-entry by the creation of a family action plan that promotes supportive and beneficial relationships.

#### 2.4.4 Children's Centers

The Children's Center consists of a visiting area within the regular prison visiting room that provides a supervised environment for fathers to interact with their children in a positive way. The Contractor will supply the children's centers with books, blocks, crayons and paper. The centers are currently furnished with child-size furniture.

The Children's Centers are expected to be open on weekend days and on the ten (10) recognized State holidays\*, during the hours listed below, by facility:

<b>Correctional Facility</b>	<b>Hours</b>
Fishkill	9:00 a.m. – 2:00 p.m.
Shawangunk	8:30 a.m. – 2:00 p.m.
Sing Sing	8:30 a.m. – 2:30 p.m.
Wallkill	8:30 a.m. – 2:00 p.m.
Woodbourne	8:30 a.m. – 2:15 p.m.

\* [http://www.cs.ny.gov/attendance\\_leave/2014\\_legal\\_holidays.cfm](http://www.cs.ny.gov/attendance_leave/2014_legal_holidays.cfm)

The Children's Centers must be staffed by the Contractor during these times. In addition, the Contractor will be required to provide DOCCS-approved, job-specific training, including on-the-job training, to inmates who have been approved by the Department to work in the Children's Centers as Children Center Workers (CCW). The CCWs will have met specified DOCCS criteria to qualify for this position. The CCWs will be supervised in the Children's Center by the Contractor in conjunction with DOCCS staff.

Bidders must describe in their proposal their training plans for inmates who will work in the Children's Centers.

Services provided through the Children's Centers are designed to support the goal of improving or maintaining inmates' relationships with their children. The following specific objectives have been identified for the Children's Centers:

1. To provide a family friendly, engaging environment within the prison confines, by means of which quality time may be re-established and family bonds maintained.
2. To allow for the integration of skills learned in the parenting education component to be practiced.
3. To allow inmate fathers time to address the needs of their children enhancing their capacity to nurture and socialize with their children.

## **2.4.5 Training DOCCS Staff**

The Contractor will develop training for DOCCS staff to ensure they are aware and sensitized to the impact incarceration has on children and families. Training will include, but not be limited to the following:

- Communication skills that help improve positive staff/family interactions,
- Understanding age-appropriate interactions and behavior expectations, and
- Cultural awareness related to children and families.

Bidders must submit the following with their proposals:

- Description of the proposed training curriculum,
- Objectives and goals for the training,
- Proposed training methodology, and
- Training topics proposed to supplement the topics listed above.

## **2.5 Records and Reporting Requirements**

The Contractor will be required to maintain complete records concerning all areas of contract performance in accordance with Appendix A, *Standard Clauses for New York State Contracts*.

### **2.5.1 Inmate Parenting Services**

Contractor will maintain case records for each program participant which will permit the reporting of program compliance data to the Department. The records will include, but not be limited to the following:

- individual assessments
- progress notes
- discharge summaries
- evaluations

Case records will be maintained in compliance with the Department's protocols. All records maintained by the Contractor will be made available to the Department.

### **Reporting Requirements**

**The contractor will be expected to provide reports to the Department as part of a mutual plan to monitor the delivery of services and the results of the program. Proposals will include the Bidder's plan to comply with the reporting standards, including at a minimum the following reports:**

### **2.5.2 Monthly Reports**

The Contractor must provide brief monthly reports to be developed with the Department after the contract is awarded. The pre- and post-assessment tool(s) results for the monthly reporting periods will be compared (by individual participant and/or in aggregate) to assess learning or behavior changes.

### **2.5.3 Quarterly Reports**

The Contractor will provide quarterly reports to the Department in a format that is pre-approved by the Department. The reports will include the following:

- A narrative summary identifying program accomplishments during the quarter, problems encountered, and action plans to address the problems, and
- Cumulative data reflecting year-to-date program information.

### **2.5.4 Annual Reports**

Within 30 days of the end of each contract year, the Contractor will submit an annual report to the Department in a format to be pre-approved by the Department. This report will include the following:

- A full description and total number of programs/trainings delivered in the preceding 12 months of the contract term.
- A narrative and statistical report that fully describes program accomplishments, problems and resolutions, including recommendations for the next contract year.
- The total number of participants in the Inmate Parenting Program.
- A detailed fiscal report outlining expenditures for the contract year.

## **2.6 Program Monitoring and Improvement**

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

## **2.7 Staffing and Background Checks**

Proposals should include a list of staff that will oversee or perform the contracted duties at the correctional facilities. Upon notification of contract award, Contractor will provide the Department with the name(s) of staff who will need to complete the Volunteer Services process according to Directive #4750, included in Attachment B. Subsequent new hires will be subject to the same requirements.

The Department reserves the right to complete background checks on all staff listed by the Contractor and all proposed staff submitted by the Contractor and to reject the services of any individual considered unacceptable by the Department for security reasons or other just causes. Such rejections will be solely in relationship to the correctional institution setting not as a judgment of professional skills. Rejection of an individual is not subject to review nor will the reason(s) for the rejection be revealed to either the individual or the Contractor, except as provided by statute.

The Contractor must maintain and make available to the Department at all times, a current listing of staff and including titles/functions, qualifications, salaries and assignments. All changes in staffing must be reported to the Department within seven (7)

working days. The Department's approval is required in advance if the Contractor requests to use an outside consultant.

## **2.8 Contractor Employees and Department Rules**

Any individual hired by the Contractor to work in the program agrees, by virtue of accepting his/her assignment, to abide by all the rules and regulations of the Department. Specifically, each individual is to be made aware of and agree to the following Department Directives, as currently written, or as revised, included in Attachment B. (Note: Directive #4900, Security in the Gate Area, is not included in this RFP; it will be made available to the approved Contractor.)

- #2216 - Fingerprinting of New Employees
- #4936 - Search of Department Employee
- #4750 - Volunteer Services Program
- #4900 - Security in the Gate Area

In addition, the Contractor will be familiar with and provide staff with information in federal and NYS Laws as well as Department Policy on the Prevention of Sexual Abuse of Inmates: <http://www.doccs.ny.gov/PREA/PREAinfo.html>

It is the responsibility of the Contractor to see that all employees are aware of the Directives above and all other applicable rules and regulations of the Department. Copies of all relevant parts of the Department's Employee Rule Book will be made available to the Contractor.

## **2.9 Tenure**

Employees of the Contractor will not be considered State employees and, therefore, cannot be afforded normal Civil Service Law Protection. They are, however, afforded certain protections applicable to volunteers as outlined in Directive #4750, Volunteer Services Program. Should the overall job performance of a contracted employee in the Inmate Parenting Program fall below the standards considered reasonable by the superintendent of the facility or his/her designee, that contracted employee's services may be terminated at any time, upon the approval of the Deputy Commissioner for Program Services or his/her designee. Such termination will be done in accordance with Directive #4750.

## **2.10 Mandatory Forms and Documents for Contractors**

Corporations and individuals entering into contracts with New York State are subject to various laws and must submit certain documents pursuant to State Law or policy. The forms and related excerpts from law, and instructions are included in Attachment D.

**Several documents included in Attachment D must be signed, notarized as applicable, and returned with the Bidder's proposal. Instructions are included with the forms. Bidders should use the checklist included in Attachment D to ensure that all required forms are included with their proposals.**

## Section 3 – Cost Proposal Requirements

---

### 3.1 Program Budget

Bidders must submit a detailed year-one budget which includes costs related to personnel and non-personnel service costs. The budget must be accompanied by a budget narrative that explains all itemized costs. See Attachment F for the format to use for the Cost Proposal Submission. The budget must account for the following, as applicable:

#### **Personnel Services**

Administrative staff  
Line staff  
Fringe benefits  
Other personnel service costs (specify)  
Total personnel service costs

#### **Non-personnel Services**

Supplies and materials  
Equipment  
Telephone  
Other non-personnel service costs (specify)  
Total non-personnel service costs

Totals for each budget component and the budget grand total must be clearly indicated. Travel costs, if applicable, may not exceed the NYS travel rates published by the Office of the State Comptroller at [www.osc.state.ny.us/agencies/travel](http://www.osc.state.ny.us/agencies/travel).

Final budgets are subject to negotiation with the awarded vendor.

Do not include any technical information in the Cost Proposal. Package the Cost Proposal as instructed in Section 6.

## **Section 4 - Contractual Terms and Conditions**

---

### **4.1 Appendix A, Standard Clauses for New York State Contracts**

The terms of Appendix Attached hereto, are hereby incorporated into this RFP and any resulting contract. The Contractor is required to adhere to the clauses in Appendix A (Attachment D).

### **4.2 Executive Order 38, *Limits on State-Funded Administrative costs & Executive Compensation***

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations published by the Department (Part 513 of 7 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov> and <http://www.governor.ny.gov/executiveorder/38>. This website may also be accessed from the DOCCS Web site at <http://www.doocs.ny.gov/>.

### **4.3 Executive Order 26, *Statewide Language Access Policy***

Bidders should review this executive order prior to submitting proposals. You may access the executive order on the Governor's Web site: <http://www.governor.ny.gov/executiveorder/26> In the event that translation/interpretation services are required for languages other than the Spanish language, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance to allow for translation or interpretation to be conducted. Any costs associated with the translation or interpretation services will be incurred by DOCCS.

### **4.4 Contract Period and Renewal**

Unless modified as provided herein, the initial term of the contract will be for three (3) years from January 1, 2014, through December 31, 2016, contingent on the approval by the Office of the State Comptroller. There will be potential of up to two (2), 12-month renewals, depending on availability of funds, performance of the Contractor, and the Department's need for the services. If all renewals are awarded, the full contract term shall be five (5) years (January 1, 2014, through December 31, 2018).

### **4.5 Contractor Assurances**

The Bidder and subsequent Contractor warrants that it has carefully reviewed the needs of the State for the Inmate Parenting and related services described in this RFP and its attachments, and otherwise communicated in writing by the State to the Bidder and subsequent Contractor, that it has familiarized itself with the Department's specifications, and it warrants that it can provide such services as described in the RFP

and as represented in its proposal. The Bidder and subsequent Contractor agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State, and local laws, rules, and regulations now or hereafter in effect.

The Bidder and subsequent Contractor warrants and affirms that the terms of the RFP, and the resultant Contract, do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

#### **4.6 Procedures for Amendments**

Any request by the Contractor for changes or amendments in any part of the Contract must be made in writing to the Department of Corrections and Community Supervision. Any such changes are subject to approval by the Department and the Office of the State Comptroller.

#### **4.7 Price Adjustments**

Prices will be firm for the first two years of the Contract. At the time of releasing this RFP, it is not known if funding will be available for adjustments to the budget amount in the third year or in any of the optional renewal periods. If funding is available, the Contractor may apply for an adjustment in the Contract budget amount for the third year of the Contract (January 1, 2016, through December 31, 2016) or for any of the optional renewal periods, if applicable. The request must be made in writing, and may only be submitted between October 1 and December 1 prior to the contract anniversary date of January 1 while the Contract is in effect. Increases, if any, must be computed by the Contractor and submitted with supporting documentation in a letter of request to the Department. The increase will be based on changes in the average Consumer Price Index for northeastern urban regions, as reported by the U.S. Bureau of Labor Statistics (BLS) on their website (<http://www.bls.gov/news.release/cpi.t04.htm>). The price escalation will be calculated in accordance with the BLS formula for using the consumer price index for escalation, available on the website.

Price adjustments using the CPI involve changing the payment by the percentage change in the level of the CPI between the base month (August through October) and the same month in a previous year, which are 12 months apart. The percentage is calculated by first determining the index point change between the two periods and then converting it to a percentage change. The Contractor must use the same base month for subsequent requests. The Contractor has the sole responsibility to request, in a letter form, an adjusted rate and to provide a copy of the index and other supporting documentation necessary to support the increase with the request. In no case will the increase be greater than 3%. If the Contractor fails to submit the request and supporting documentation to the proper location between October 1 and December 1, the Contractor shall be deemed to have waived its right to any increase in price.

The Department will provide additional information or technical assistance upon request. Any request must contain a thorough justification for the increase. There is no guarantee to any provider that an annual request for increase will be approved. In the event of extreme increases in price, the State reserves the right to terminate this Contract in its entirety upon thirty (30) days written notice to Contractor.

#### **4.8 Ownership and Title to Deliverables**

The Contractor will not publish any research findings developed as a result of conducting these programs without obtaining written permission from the Department. Approval to publish research findings will be separate agreement that addresses the scope of the research project and the distribution of royalties.

#### **4.9 Dispute Resolution**

Disputes regarding contract activities or terms that occur during the term of the contract will be handled between the Contractor and the appropriate facility Superintendent and/or his/her designee and may also involve, as necessary, the Department's Deputy Commissioner for Program Services and/or the Director of the Office of Ministerial, Family and Volunteer Services and/or his/her designee.

#### **4.10 Additional Security/Confidentiality Requirements**

The Contractor will comply with all State and Federal laws and regulations regarding inmate and release confidentiality. The selected Contractor will be required to complete a Non-Disclosure Agreement (see Attachment G).

#### **4.11 Patent/Copyright Indemnification/Publishing Rights**

The Contractor will not publish any research findings developed as a result of conducting these programs, without obtaining written permission from the Department. Approval to publish research findings, if given, will be the subject of a separate agreement defining the scope of research project and the distribution of royalties.

The Contractor must cooperate in any program research and evaluation data efforts conducted or approved by the Department.

#### **4.12 Oral Presentations**

The State, at its discretion, may elect to have offerors provide oral presentations of their proposals. All offerors deemed by the State as eligible to receive an award will be given the opportunity to provide such oral presentations. Unless oral presentations are made a part of the evaluation process and points are assigned, oral presentations are for clarification purposes only. (See Section 7, *Proposal Evaluation Criteria and Selection Process*.)

#### **4.13 Period of Validity**

Each offeror's proposal must include a statement as to the period during which the provisions of its proposal will remain valid. A minimum of six months from the closing date for receipt of proposals is required.

#### **4.14 M/WBE and Equal Employment Opportunities and Goals**

The Bidder and subsequent Contractor will comply with the terms set forth in Clause 12 of Appendix A, *Standard Clauses for New York State Contracts*, and in Attachment C.

#### **4.15 Conformance to RFP**

Any exceptions or objections to the terms, conditions, and requirements of this RFP must be submitted in writing prior to the due date for Questions in subsection 1.3. Bidders are cautioned that any exceptions or objections may render their bid nonresponsive.

This RFP will be incorporated into and made part of the final Contract between the Department and the Contractor selected to administer the program.

#### **4.16 Payments to Contractor**

All payment claims for services rendered by the Contractor will be in a form satisfactory to the Department and Comptroller of the State of New York. Claims will provide sufficient details on programs and services provided, and expenses incurred, to justify the items and amounts for which payment is sought. The Department reserves the right to reject any claims if in its sole judgment it determines that the Contractor has failed to provide any or all the required programs and services. The Contractor agrees to reimbursement of staff travel expenses, if applicable, at rates that do not exceed current State rates as established by the Comptroller. Such travel expenses are subject to review and approval by the Department.

Claims for reimbursement will be submitted on a Standard New York State Voucher, to the Department on a monthly basis during the period of this agreement. Claims will be accompanied by a monthly report of actual incurred expenditures in formats to be approved by the Department. Upon execution of the Contract, an advance payment may be requested by-not-for-profit vendors in an amount not to exceed 2/12ths of the approved year one contract budget. The advance payment must be repaid by a deduction of one-fifth (1/5) of the advance amount applied against each of the first five monthly vouchers for payment. Payments will be made to the Contractor according to New York State Prompt Payment Rules and Regulations, upon receipt of monthly vouchers.

The Contractor must, at all times, account for the proceeds of the Contract in such a way that, at the Department's request, the Contractor can demonstrate that the proceeds have been utilized for the obligations set forth in the contract.

## Section 5 - Administrative Requirements

---

### 5.1 Inquiries

Inquiries regarding this RFP process must be in writing referencing the RFP number, page number, and section/subsection and emailed to the Contract Procurement Unit at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov). Enter RFP 2013-03 Inmate Parenting Program in the subject line.

All questions and inquiries must be submitted in writing, citing the particular proposal section and paragraph number. Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be resolved prior to the submission of a proposal. The deadline for questions and inquiries is by 3:00 p.m. EDT on the date specified in subsection 1.3. Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be posted to the New York State Contract Reporter and annexed to and become part of the resultant Contract. DOCCS will issue responses by close of business on the date specified in subsection 1.3. The addendum will be included in the final Contract documentation.

**Note:** All contacts are subject to certain restrictions defined in State Finance Law §139-j and k. (See Procurement Lobbying Certification, Attachment D, Mandatory Forms.)

Questions and requests for clarification regarding this RFP shall only be directed to the following designated contact or to the alternate designated contact:

Velma Berry  
Phone: 518436-7886 ext. 3115  
Fax: 518 436-1519  
Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

Lucretia Bailey  
Phone: 518 436-7886 ext. 3120  
Fax: 518 436-1519  
Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

### 5.2 Pre-Bid Conference

A pre-bid conference will be held in Albany at the date and time specified in subsection 1.3. The conference will be held at the offices of DOCCS Program Services Division, Room 300, 800 North Pearl Street, Menands, NY 12204. Attendance is optional, but recommended. Since seating is limited, pre-registration is requested by calling or emailing Michele Bianco at (518) 436-7886 ext. 3135 or [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov) with attendees' names (limit of three individuals per organization). There will be no break for lunch but attendees are welcome to bring a bag lunch. The building also has a small cafeteria where items can be purchased prior to the meeting.

### 5.3 Submission of Proposals

All proposals and accompanying documentation received by the due date and time will become the property of the State of New York and will not be returned. The content of each Bidder's proposal will be held in strict confidence during the bid evaluation process, and no details of any proposal will be discussed outside the evaluation

process. The successful Bidder's proposal and a copy of this Request for Proposals will be made part of the Contract; therefore, an official authorized to commit the company to a contract must sign the proposal.

All proposals must be received no later than 3:00 p.m. EDT on the due date (see subsection 1.3). Any proposals received after this date and time will not be considered. DOCCS will return all late proposals to the Bidder unopened. **A receipted delivery/mail method is recommended.**

Please note: If bids are being hand delivered enter through the Corcraft front door. For **hand delivery of proposals, hours limited to 8:00 a.m. through 3:00 p.m.**

Proposal must be received in a **sealed** box or envelope marked "Proposal for RFP "2013-03" and delivered to the following location/address:

**Attention: Velma Berry  
NYS Department of Corrections  
And Community Supervision  
Support Operations/Contract Procurement Unit  
Proposal for Bid 2013-03  
550 Broadway  
Menands, NY 12204**

- The Department will not be liable for any costs incurred by the Bidder for work performed in the preparation and reproduction of the proposal.
- The Department reserves the right to request clarification from Bidders, if warranted, in accordance with the State Finance Law 163-9c.
- All proposals and supporting documentation will become the property of the Department upon submission and will be used as the Department deems appropriate.
- Each submission shall conform to the proposal format and content instructions included in Section 6. No consideration will be given to incomplete proposals or proposals that do not conform to the requirements contained in this RFP.
- All proposals and supporting documentation shall become the property of the Department upon submission and shall be used as the Department deems appropriate.

#### **5.4 Facsimile Bids**

Facsimile transmission of bids will not be accepted.

#### **5.5 Bidder Debriefing**

Bidders will be accorded fair and equal treatment with respect to the opportunity for debriefings. Unsuccessful Bidders will be notified in writing and will be offered an opportunity for a debriefing. Bidders requesting a debriefing prior to the final approval of the contract must make a request in writing to the designated contact person within

seven (7) days of the notification. DOCCS shall provide a debriefing that is limited to a review of that Bidder's Proposal within 10 business days of the request received from the unsuccessful Bidder. After the final contract approval, DOCCS shall, upon request, provide a debriefing to any Bidder that responded to the solicitation, regarding the reason that the proposal submitted by the unsuccessful Bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty (30) days of approval of the contract as posted on the OSC website (web address below):

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

## 5.6 General Requirements

1. The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
2. The Bidder agrees to notify the Department of Corrections and Community Supervision of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
3. The Bidder agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of the Department of Corrections and Community Supervision.
4. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the services herein specified.
5. For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
6. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
7. The Commissioner of the Department of Corrections and Community Supervision will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
8. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of the Department of Corrections and Community Supervision.
9. **Inspection** – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of the Department of Corrections and Community Supervision may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
10. **Stop Work Order**- The Commissioner of the Department of Corrections and Community Supervision reserves the right to stop the work covered by this RFP and any contract(s) resulting therefrom at any time that it is deemed the successful

Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Department of Corrections and Community Supervision shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that the Department of Corrections and Community Supervision issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.

11. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
12. The Department of Corrections and Community Supervision reserves the right to reject and bar from the facility any employee hired by the Contractor.

## **5.7 State's Rights to Proposals**

By submitting a proposal, the Bidder agrees not to make any claim for, or have any right to, damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information.

The State of New York reserves the right to the following:

1. Reject any and all bids received in response to this Solicitation.
2. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Bidders' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
4. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the bids received.
6. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Bidders.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.

11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of bids.
14. If two or more offers are found to be substantially equivalent, the Commissioner of the Department of Corrections and Community Supervision, at his sole discretion, will determine the award.

**Note:** The State is not liable for any cost incurred by a Bidder in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

## 5.8 Extent of Services

DOCCS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

## 5.9 Contract Terms

All provisions and requirements of Appendix A, *Standard Clauses for New York State Contracts*, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this RFP.

Any contract resulting from this RFP shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

## 5.10 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. **Any known/planned use of subcontractors must be disclosed in detail with the bid submission.** If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this RFP.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents. During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the NYS Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as DOCCS may require concerning the proposed subcontractor's ability and qualifications.

## **5.11 Termination**

### **5.11.1 Agency Termination**

The Department reserves the right to cancel the complete contract or any part thereof, at any time, giving the Contractor thirty (30) days written notice for convenience or unavailability of funds. If in the judgment of the Department, the Contractor fails or refuses to perform the work in accordance with the contract, the Department may terminate the contract immediately by written notice for cause.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DOCCS officials or staff, the contract may be terminated by the DOCCS Commissioner or his designee at the Contractor's expense where the Contractor is determined by the DOCCS Commissioner or his designee to be non-responsible. In such event, the DOCCS Commissioner or his designee may complete the contractual requirements in any manner he may deem advisable and pursue available legal or equitable remedies for breach.

The Department of Corrections and Community Supervision may, upon thirty (30) days notice, terminate the contract resulting from this RFP in the event of the awarded Bidder's failure to comply with any of the bid's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, DOCCS may also terminate any contract resulting from this RFP upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of creditors.

Furthermore, DOCCS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by DOCCS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against the Department of Corrections and Community Supervision, its agents and employees therefore for lost profits or any other damages.

### **5.11.2 Procurement Lobbying Termination**

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 Offeror 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 Offeror in accordance with the written notification terms of this contract.

### **5.12 Freedom of Information Law / Trade Secrets**

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to exempt such information from disclosure.** Such request must be in writing, must state the reasons why the information should be accepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

### **5.13 Vendor Responsibility**

DOCCS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the "Questionnaire." The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

DOCCS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)

The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility.

To assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

A Bidder's Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOCCS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

The CONTRACTOR shall at all times during the Contract term remain responsible. The CONTRACTOR agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The DOCCS Commissioner or his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the DOCCS Commissioner or his designee issues a written notice authorizing a resumption of performance under the Contract.

## 5.14 M/WBE and EEO Requirements

See Attachment C for Contractor requirements and procedures. Return a completed Utilization Plan (Form M/WBE 100-G) and a completed Staffing Plan (Form EEO 100) with your proposal. Please access the forms at [www.parole.ny.gov/rfps](http://www.parole.ny.gov/rfps) to complete electronically. After completing, download the forms and include with your submission. Appendix C will be included in the Contract resulting from this RFP.

## 5.15 Sales and Compensating Use Tax Certification Requirements

Complete **Form ST-220-CA Contractor Certification**. The Contractor must file Form ST-220-CA to certify that it has 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 that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) Please note that Form ST-220-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) For *Questions and Answers Concerning Tax Law Section 5-a*, go to NYS Department of Tax and Finance at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

## 5.16 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Department of Corrections and Community Supervision, Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements. Such Certificates shall be of a form and substance acceptable to DOCCS.

Certificate acceptance and/or approval by DOCCS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to DOCCS; shall be primary and non-contributing to any insurance or self insurance maintained by DOCCS; shall be endorsed to provide written notice be given to DOCCS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to NYS Department of Corrections and Community Supervision, Division of Support Operations – Contract Procurement Unit, 550 Broadway, Menands, NY 12204 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers' Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured

retentions must be approved by DOCCS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to DOCCS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to DOCCS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) **Commercial General Liability Insurance** with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) **If the work involves abatement, removal, repair, replacement**, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or

threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against DOCCS arising from Contractors work.

1. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
2. If the Contract includes disposal of materials from the job site, the Contractor must furnish to DOCCS, evidence of pollution legal liability insurance in the amount of \$1,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
  - i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
- d) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$1,000,000 per loss.
  1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.
  2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- e) **Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOCCS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOCCS or (ii) any other form of permission for the release of DOCCS.

## **5.17 New York State Worker Compensation & Disability Benefits Insurance Requirements**

### **A. Workers' Compensation Requirement:**

Section 57 of the New York State Workers Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State Workers' Compensation Insurance coverage. Therefore, as part of your bid submission you must provide one of the following forms to meet this requirement. **Failure to submit one of these forms may result in rejection of your bid.**

1. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/> , under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

**OR**

2. C-105.2 Certificate of Workers' Compensation Insurance (the contractors insurance carrier provides this form) **PLEASE NOTE:** The New York State Insurance Fund provides its own version of this form, the U-26.3;

**OR**

3. SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self- Insurance (The Contractors Group Self-Insurer will provide this form).

#### **B. Disability Benefit Insurance Requirement:**

Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance. All bidders as part of their bid submission must submit one of the following forms in order to meet this requirement. **Failure to provide one of these forms may result in your bid being disqualified.**

1. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers Compensation And/Or Disability Benefits Insurance Coverage Is Not Required:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/> , under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

**OR**

2. DB-120.1 Certificate of Disability Benefits Insurance (the contractors insurance carrier provides this form);

**OR**

3. DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

## 5.18 Consultant Disclosure Reporting Requirements

Pursuant to New York State Finance Law, Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: the number of employees employed to provide services under the contract, the number of hours they work, and the total compensation under the contract for those employees. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Upon notification of award for this RFP, the selected Contractor must complete Form A, *State Consultant Services*. The completed Form A must include information for all employees that will be providing services under the contract resulting from this RFP. The selected Contractor must submit the completed Form A with the required documents. Form A and the instructions are found in Attachment D.

The Contractor must submit Form B, *State Consultant Services Contractor's Annual Employment Report* (Attachment D), to report annual employment information required by the statute. This form captures historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit Form B to DOCCS Budget & Finance Unit, the Consultant Reporting Section of the Bureau of Contracts at OSC, and the Department of Civil Services at the addresses provided below.

Submit the completed Form B annually by May 15 for each State fiscal year (or portion thereof) the contract is in effect, as follows:

**Contracting Agency: DOCCS**

NYS Department of Corrections and  
Community Supervision  
Sandra Downey, Director  
Budget and Finance  
1220 Washington Avenue, Bldg. #2  
Albany, New York 12226-2050

**OSC: Consultant Reporting Sections of the Bureau of Contracts**

NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, Floor 11  
Albany, NY 122236  
Attention: Consultant Reporting

**DCS:**

NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239

## **5.19 Ethics Compliance**

All bidders/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

## **5.20 Indemnification**

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

## **5.21 Iran Divestment Language**

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

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

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

## Section 6 - Proposal Format and Content

---

### 6.1 Overview

This section identifies the information that all Bidders must include in their proposals to the Department.

For the purposes of evaluation, each proposal must be submitted with three (3) separate labeled parts, including the following:

- Part I: technical submittal
- Part II: cost submittal
- Part III: completed documents included in Attachment D

Each part must be complete in itself so that the evaluation of all parts can be accomplished independently and concurrently, and so that the technical submittal can be made strictly on the basis of its merits. Cost information is not to be included in Part I. All three parts must be clearly labeled and placed in separate sealed and labeled envelopes or boxes

The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may subject the respondent to outright disqualification. It is in the best interests of the Bidder to become familiar with the requirements detailed for the proposal submissions, so that the evaluation process can proceed in a timely manner.

**Note:** Proposals are subject to New York State reserved rights as detailed in Section 5.7 and all rules set forth in this and other sections of this RFP.

All Proposals must be completed in machine format (computer) or in ink. PROPOSALS SUBMITTED HAND WRITTEN IN PENCIL WILL BE DISQUALIFIED. The issuing office prefers that the proposals not be handwritten; however, Bidders may use ink or an indelible pen.

### 6.2 General Requirements and Appearance

Each proposal must be submitted with a cover letter bearing the signature of an official authorized to commit the company to a contract with the Department. The cover letter shall address the requirements shown in Section 2.1, *Bidder Qualifications*.

Proposals shall be prepared with sequentially numbered pages showing the name of the Bidder in either the footer or header section of each page (excluding Part III). A table of contents shall be included in the Proposal for Part I, technical requirements.

Bidders should prepare and submit their proposals in a format that follows the RFP indicating the particular requirement being addressed by section, subsection, and paragraph.

### 6.3 Technical Submittal Requirements (Part I)

The technical submittal shall include the proposed plan of service delivery and related requirements described in Section 2 and elsewhere in the RFP, beginning with a Table of Contents. Use Attachment E, *Technical Submittal Guide*, as a guideline for the proposal preparation. Part I shall also include a cover letter, on letterhead, identifying the name of the project and the name and title of a contact person. The letter must be signed by an individual authorized to commit the organization to a contract with New York State. **Do not include Cost information in the Part I technical submittal.** Submit three original documents bearing an authorized signature, six (6) copies, and one electronic version (e.g. Compact disc or Flash drive).

### 6.4 Cost Submittal Requirements (Part II)

Part II of the proposal shall include the pricing proposal that sets forth the costs for requested services. The cost submission should be complete, accurate, well-documented, and in the format required in [Section 3](#). **Do not include Cost information in the Part I technical submittal.** All prices must be inclusive of all costs necessary or incidental for proper performance under this contract. Submit three original documents bearing an authorized signature, two (2) copies, and a separate electronic version. Place the original and all copies in a sealed, labeled envelope.

### 6.5 Mandatory Forms and Document Requirements (Part III)

Part III shall be comprised of the forms and documents included in Attachment C and Attachment D and described in [Section 2](#). Photocopy the blank forms then complete and submit two (2) sets, both with original signatures.

- **Notarized signatures are required on some forms.** Place all copies in a sealed, labeled envelope.
- Include a copy of the Bid Submission Checklist.
- For M/WBE forms, access the Word version of the forms using the link provided. Complete the required forms electronically, download the completed forms, sign and include the forms with Part III of your submission.

## **Section 7- Proposal Evaluation Criteria and Selection Process**

---

This is a service contract solicitation. Proposals will be reviewed and evaluated by a selection panel using a predetermined scoring method. The resulting scores of the selection panel will be documented and filed in the Procurement Record. Awards will be approved by the offices of the Attorney General and the State Comptroller, as required by law. Because this is a service contract solicitation, awards will be made on the basis of “best value from a responsive and responsible offeror,” in accordance with the State Finance Law. “Best value” for the purpose of this solicitation shall mean the bid obtaining the highest overall combined score based on the technical score plus the cost evaluation score.

### **7.1 Part I Technical Submittal 70%**

Part I will consist of an evaluation of the detailed proposal response narrative. Proposals will be evaluated based on the thoroughness in responding to each item in Attachment E, *Technical Submission Guidelines*. All proposed services must be adequately and completely described. A paragraph-by-paragraph response in chronological order is required in order to provide the Evaluation Committee with the best method to review the proposal.

Part I scores are to be calculated by adding the total points of each reviewer on the Evaluation Committee and dividing that number by the total number of reviewers. This will create an average score for all of the evaluators.

#### **7.1.1 Bidder’s Experience (15%)**

The Bidder demonstrates the ability to successfully implement the proposed plan, based on similar successful efforts.

#### **7.1.2 Program Design (45%)**

Comprehensiveness and quality of the program design described in the proposal will be evaluated. Each proposal will be reviewed to determine the extent to which objectives and activities of the proposed program are clearly defined; how the proposed program is designed to achieve the goals of the program as defined in this RFP; and to determine that the personnel plan is adequate to achieve the program objectives.

#### **7.1.3 Program Monitoring/Staffing and Background (10%)**

Proposals will be reviewed to determine if the Bidder has an effective plan to monitor the program and to assess the effectiveness of same. In addition, the Bidder’s plan for staffing will be reviewed and evaluated.

## **7.2 Part II Cost Submittal 30%**

The budget includes a detailed narrative and appears appropriate to support the goals of this project initiative. Use the format provided in Attachment F.

## **7.3 Part III Forms and Document Requirements**

Part III shall include the completed forms and documents in Attachment D and described in Section 2 and elsewhere in the RFP. Bidders may use the *RFP 2013-03 Attachments and Required Documents* form as a guideline for the forms that are required with the submission of proposals (Attachment D).

Photocopy the blank forms then complete and submit two (2) sets, both with original signatures.

**Notarized signatures are required on some forms.** Place all copies in a sealed, labeled envelope. Include a copy of the Bid Submission Checklist.

## **7.4 Combined Scoring**

The combined score will be comprised of the total of the scores for the Technical and Cost submittals. In the event the “highest average score” is obtained by more than one proposal creating a “tie,” the total project cost shall be the basis for determining the successful Bidder. In the event total costs are equal, the determination of award recipient by the Commissioner of DOCCS shall be final, in accordance with State Finance Law 163.

DOCCS is committed to conducting a fair and open solicitation where the process of evaluation and selection is defined, disclosed, followed and documented.

## **7.5 Notification of Results**

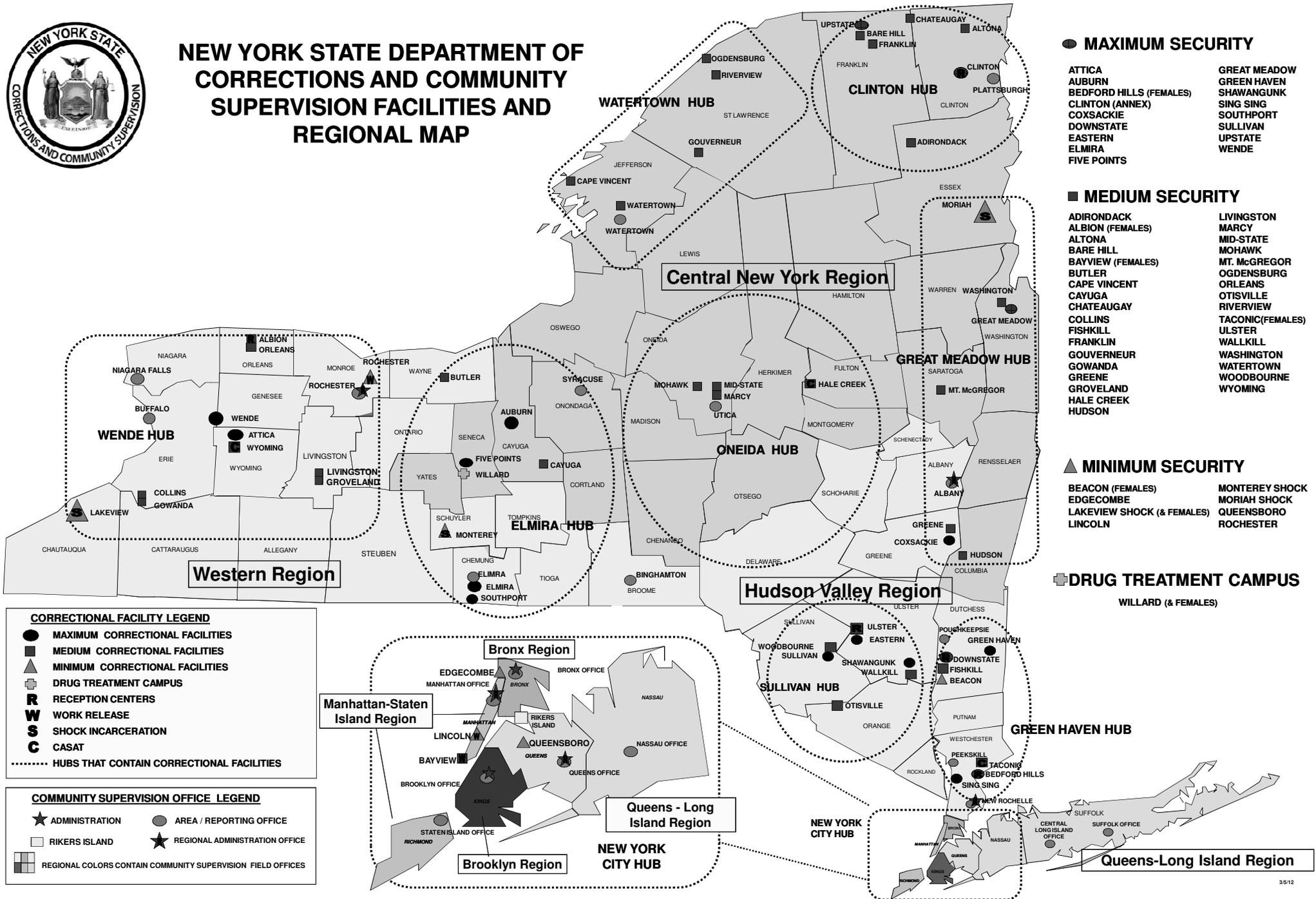
The successful Bidder will be notified of a tentative award as soon as practicable after review of the proposals with official written notification to follow soon thereafter. Awards are not final until approved by the Offices of the Attorney General and the State Comptroller.

## **Attachment A**

### **New York State Department of Corrections and Community Supervision Facilities and Regional Map**



# NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION FACILITIES AND REGIONAL MAP



### ● MAXIMUM SECURITY

- |                         |              |
|-------------------------|--------------|
| ATTICA                  | GREAT MEADOW |
| AUBURN                  | GREEN HAVEN  |
| BEDFORD HILLS (FEMALES) | SHAWANGUNK   |
| CLINTON (ANNEX)         | SING SING    |
| COXSACKIE               | SOUTHPORT    |
| DOWNSTATE               | SULLIVAN     |
| EASTERN                 | UPSTATE      |
| ELMIRA                  | WENDE        |
| FIVE POINTS             |              |

### ■ MEDIUM SECURITY

- |                   |                  |
|-------------------|------------------|
| ADIRONDACK        | LIVINGSTON       |
| ALBION (FEMALES)  | MARCY            |
| ALTONA            | MID-STATE        |
| BARE HILL         | MOHAWK           |
| BAYVIEW (FEMALES) | MT. MCGREGOR     |
| BUTLER            | OGDENSBURG       |
| CAPE VINCENT      | ORLEANS          |
| CAYUGA            | OTISVILLE        |
| CHATEAUGAY        | RIVERVIEW        |
| COLLINS           | TACONIC(FEMALES) |
| FISHKILL          | ULSTER           |
| FRANKLIN          | WALKILL          |
| GOVERNEUR         | WASHINGTON       |
| GOWANDA           | WATERTOWN        |
| GREENE            | WOODBOURNE       |
| GROVELAND         | WYOMING          |
| HALE CREEK        |                  |
| HUDSON            |                  |

### ▲ MINIMUM SECURITY

- |                            |                |
|----------------------------|----------------|
| BEACON (FEMALES)           | MONTEREY SHOCK |
| EDGECOMBE                  | MORIAH SHOCK   |
| LAKEVIEW SHOCK (& FEMALES) | QUEENSBORO     |
| LINCOLN                    | ROCHESTER      |

### ⊕ DRUG TREATMENT CAMPUS

WILLARD (& FEMALES)

#### CORRECTIONAL FACILITY LEGEND

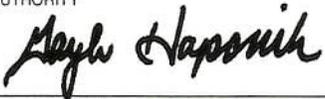
- MAXIMUM CORRECTIONAL FACILITIES
- MEDIUM CORRECTIONAL FACILITIES
- ▲ MINIMUM CORRECTIONAL FACILITIES
- ⊕ DRUG TREATMENT CAMPUS
- R RECEPTION CENTERS
- W WORK RELEASE
- S SHOCK INCARCERATION
- C CASAT
- ..... HUBS THAT CONTAIN CORRECTIONAL FACILITIES

#### COMMUNITY SUPERVISION OFFICE LEGEND

- ★ ADMINISTRATION
- AREA / REPORTING OFFICE
- RIKERS ISLAND
- ★ REGIONAL ADMINISTRATION OFFICE
- REGIONAL COLORS CONTAIN COMMUNITY SUPERVISION FIELD OFFICES

## **Attachment B**

### **Directives**

 <p style="text-align: center;">STATE OF NEW YORK DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION</p> <p style="text-align: center;"><b>DIRECTIVE</b></p>	TITLE		NO.
	<b>Fingerprinting/Criminal History Inquiry - New Employees and Contractors</b>		2216
			DATE
			1/25/2012
SUPERSEDES	DISTRIBUTION	PAGES	DATE LAST REVISED
DIR #2216 Dtd. 6/6/2001	A	PAGE 1 OF 5	
REFERENCES (Include but are not limited to)	APPROVING AUTHORITY		
			

**I. POLICY:** All employees of the Department of Corrections and Community Supervision shall be fingerprinted and subjected to a criminal history inquiry in order to obtain background information pertinent to the security of operations, to verify data on employment applications, and to receive notification when Department employees are arrested. This policy applies to all civilian and uniformed staff, Office of Mental Health and Department of Motor Vehicle staff who are assigned to the Department and extra-service personnel, contract service provider employees and contractors.

**II. DEFINITIONS**

- A. Employee: An individual paid either annually, by calendar, 21 pay periods or by a fee to perform duties within a correctional facility.
- B. Part Time/Half Time Employee: An annual salaried employee whose work schedule is less than 100 percent of the time.
- C. Per-Diem Employee: An employee that is not annual salaried who is paid on an hourly basis.
- D. Extra Service Employee: An employee who renders a service to the agency other than the one in which they are regularly employed on a full-time basis.
- E. Contractor/Consultant: A non-state employee who provides under a formal agreement, material, labor, repair or maintenance on facility property, but does not receive direct compensation as salary from the Department.
- F. Contract Service Provider: A non-state employee who provides, under a formal agreement, a service to the facility but does not receive direct compensation as salary from the Department and whose duties are not performed under the direct supervision of security staff (Ex. Phlebotomist, Optometrist, Ophthalmologist, etc.).

**III. FINGERPRINTING**

- A. Responsibility
  1. All Correction Officer and Peace Officer applicants requiring pre-employment screening shall be fingerprinted by the Department's Employee Investigation Unit (EIU) at the time of the initial background interview. Results of the fingerprint check will be retained in the background investigation file in EIU.
  2. Non-uniform (civilian) staff will be fingerprinted on the initial date of employment. Central Office employees shall be fingerprinted by the Bureau of Personnel at EIU; facility employees shall be fingerprinted by the facility ID Officer on the DCJS-4 non-criminal card with the Central Office personnel contributor number 700168R. Fingerprint responses (RAP Sheets) will be forwarded to the originating facility by the EIU. The fingerprints will be forwarded to EIU for processing immediately.
  3. Per Diem Employees shall be processed in the same manner as non-uniform (civilian) staff (See section III-2 above).

4. Office of Mental Health, Department of Motor Vehicle staff, Extra-Service employees that are not permanent Department employees, and contract service provider employees assigned to the Department's facilities or to Central Office will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the DCJS-4 non-criminal card with the Central Office personnel contributor number 700168R. A journal voucher (JV) must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be forwarded to the originating facility by the EIU.

NOTE: If the contract service provider employee is working at more than one facility, the facility should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.

5. Contractors/Consultants who work within any DOCCS facility or office will be fingerprinted only where the Superintendent, Regional Director, Division Head or designee has determined that registration is required. Fingerprints will be taken by the facility ID Officer on the DCJS-4 non-criminal card with the Central Office personnel contributor number 700168R. A journal voucher must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be forwarded to the originating facility by EIU.

NOTE: If the contractor may be working at more than one facility, the facility should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.

6. Teachers, Vocational Instructors and other 10-month employees assigned to the regular school year will be fingerprinted only once, even when they do not work the summer session. Summer School Teachers/Vocational Instructors will be fingerprinted only once as long as they work every consecutive summer. If there is a break in service and they fail to work one summer, they will be treated as a new employee during future summers, fingerprinted and charged the applicable fee. Prior to the start of each summer session, facilities must request that a criminal history inquiry be conducted by EIU on all Summer School Teachers and Vocational Instructors in accordance with Section IV of this Directive.

7. Volunteers deemed "Regular-Ongoing" shall be the only volunteers fingerprinted. This will be in accordance with procedures in Directive #4750, "Volunteer Services Program" Section V-C-3.

- B. Fingerprint Cards\*: The processing person (in facilities, the ID Officer) shall verify the identity of the person being fingerprinted, enter all pertinent data following instructions on the card, take the prints using the "rolled impression" method in the numbered print blocks, and the "plain impression" method in the lower row of blocks, secure the signature of the person being fingerprinted, and then sign as the official taking the fingerprints.

DCJS-4, "Non-Criminal" fingerprint card shall be completed for all staff as defined in Section II of this directive. Box 19, "Contributor," should read:

700168R

NYS DOCCS

Personnel Office

Albany, NY 12226 - 2050.

\*See the summary Processing Chart, Attachment A.

**C. Fees\*:**

1. Correction Officer and Peace Officer applicants requiring pre-employment screening at EIU, Physicians and per diem employees must pay the fingerprint processing fee. Payment must be made via a U.S. Postal Money Order and accompany the fingerprints when they are forwarded to the EIU.
2. New non-uniform (civilian) staff will have the fingerprint processing fee taken out of their first full paycheck via payroll deduction. When these employees are fingerprinted on the first day of work, the personnel office must notify their payroll office that a fingerprint deduction (per OSC payroll Bulletin #231) needs to be processed. If a non uniformed civilian staff employee separates from service before they receive a full check, the facility MUST obtain the fingerprint fee from any money the employee is due. It is the responsibility of the facility to obtain the fingerprint fee from the employee. Failure to obtain the fingerprint fee will result in the facility making payment from the facility funds to make the fingerprint fee account whole.
3. Contractors/Consultants, Office of Mental Health, Department of Motor Vehicle staff, Extra-Service employees that are not permanent Department employees, and contract service provider employees assigned to the Department's facilities or to Central Office will have the fingerprint processing fee paid via JV by the facility submitting the fingerprints.
4. Volunteers- Persons who are deemed a volunteer will not be charged a fee per the DCJS Use and Dissemination Agreement.

\*See the summary Processing Chart, Attachment A.

- D. **Audits:** Periodic audits of all facilities will be conducted by EIU for compliance of fingerprint submission and collection of fees. Where it has been found that an employee has left service before the fee was collected, in accordance with the procedures of this directive, EIU will notify the facility (DSA and Steward) and the Director of Budget and Finance of the person that left owing fingerprint fees and how much. Central Office Budget and Finance will contact the facility to process their end of the JV and forward it to Central Office for processing to move the money into the fingerprint fee account.

**IV. DCJS/FBI REPORTS:** Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for employees, per diem employees, contract service provider employees, OMH And DMV staff and extra-service personnel will be reviewed by the Bureau of Personnel in Central Office (see also Dir. #2112, "Report of Criminal Charges"). Responses that contain derogatory information on registered contractors will be reviewed by the facility Superintendent or designee.

**V. CRIMINAL HISTORY INQUIRIES:** Criminal history inquiries shall be conducted on all Peace Officer applicants, non uniform (civilian) employees, per diem employees, OMH and DMV staff assigned to the Department, extra service personnel, contract service provider employees, and contractors/consultants working within any DOCCS facility or office who have been determined to require fingerprinting as outlined in Section III-A-5.

Each facility Superintendent, or designee, shall request a criminal history inquiry on individuals noted above by transmitting form "EF CH FORMLIBRARY" Criminal History Check to EIU (see Attachment B). This must be completed prior to the first day of employment or entrance into a correctional facility.

NOTE: To avoid delays in processing be sure that all fields on the E-form are complete.

Criminal history information received in response to inquiries will be referred to the Director of Human Resources, facility Superintendents and/or the Office of the Inspector General as appropriate.

See the summary Processing Chart, Attachment A.

Volunteers- Criminal History Inquiry will be conducted on all volunteers prior to entry into correctional facilities. For exceptions and procedures see directive #4750, "Volunteer Services Program" Section V-C-3.

The following Processing Chart summarizes the fingerprint processes:

Staff	Criminal History Inquiry	Who takes fingerprints	When to take fingerprints	What fingerprint card to use	Collect Fee?	Submit to
Correction Officer Parole Officer Parole Officer Trainee Fac. Parole Officer Fac. Parole Officer Trainee Warrant and Transfer Officer Institution Safety Officer	YES	EIU	Pre-employment Screening	DCJS-4 Contributor 700168R	YES (\$75 US Postal Money Order)	EIU
Non-uniform (civilian) staff	YES	C- Personnel F- ID Officer	Initial date of hire	DCJS-4 Contributor 700168R	Payroll Deduct*	EIU
Per Diem Employees	YES	C- Personnel F- ID Officer	Initial date of hire	DCJS-4 Contributor 700168R	YES (\$75 US Postal Money Order)	EIU
OMH & DMV Staff	YES	C- Personnel F- ID Officer	First day in facility	DCJS-4 Contributor 700168R	Journal Voucher	EIU
Extra Service Employees	YES	C- Personnel F- ID Officer	Initial date of hire	DCJS-4 Contributor 700168R	Journal Voucher	EIU
Contract Service Provider	YES	C- Personnel F- ID Officer	First day in facility	DCJS-4 Contributor 700168R	Journal Voucher	EIU
Contractor and Consultants	As determined by Superintendent -or- Regional Director, Division Head, -or- designee	Facility ID Officer	As determined by Superintendent -or- Regional Director, Division Head, -or- designee	DCJS-4 Contributor 700168R	Journal Voucher	EIU

C = Central Office  
F = Facility



 <p style="text-align: center;">STATE OF NEW YORK DEPARTMENT OF CORRECTIONAL SERVICES</p> <p style="text-align: center;"><b>DIRECTIVE</b></p>	TITLE		NO. 4750
	<p style="text-align: center;"><b>Volunteer Services Program</b></p>		DATE 12/10/2010
SUPERSEDES DIR# 4750 Dtd. 04/10/03	DISTRIBUTION A B	PAGES PAGE 1 OF 23	DATE LAST REVISED 10/12/2011
REFERENCES (Include but are not limited to)	APPROVING AUTHORITY  		

- I. PURPOSE:** This directive establishes the Department's policies and procedures for the administration and supervision of the Volunteer Services Program.
- II. PROGRAM GOALS:** The Volunteer Services Program is designed to promote the involvement of responsible community persons in the continuum of services and programs made available to the incarcerated offender and his/her family.
- III. PROGRAM ADMINISTRATION AND SUPERVISION**
- A. The Director of Ministerial, Family and Volunteer Services is responsible for the administration of the statewide Volunteer Services Program.
  - B. The Assistant Director of Family and Volunteer Services reports to the Director of Ministerial, Family and Volunteer Services, and is responsible for the day to day administration of Volunteer Services. The Assistant Director supervises the Regional Coordinators of Volunteer Services.
  - C. Regional Coordinators provide policy direction and serve as the liaison between Central Office and facility staff. They are program consultants to the Deputy Superintendents for Program Services (hereafter known as DSP) and Supervisors of Correctional Facility Volunteer Services (hereafter known as SCFVS), facility staff and community groups and organizations. They are also responsible for the review of Volunteer Services purchase requests and for monitoring the Volunteer Services Program in their regions.
  - D. Facility Superintendents must review each new request for a volunteer, volunteer group, or volunteer program.
  - E. DSPs are responsible for the overall management of their facility's Volunteer Services Program and the activity of the individual assigned as the Volunteer Services Contact Person, as well as the Program Staff Supervisors who supervise volunteer programs. They assist the SCFVS in identifying volunteer services needs and assure that all required volunteer services reports are submitted in a timely manner. With the SCFVS, they review all applicants with previous convictions and ensure that all volunteers are properly registered. The DSPs are also responsible for maintaining a complete list of active volunteers and volunteer programs at their facility.
 

Note: The DSP at a facility where a SCFVS is based is responsible for the day to day supervision of that SCFVS, together with the Regional Coordinator, as well as ensuring that the SCFVS provides adequate, scheduled service to their assigned facilities.
  - F. The SCFVS, under the direction of a Regional Coordinator and a DSP, recruits and orients community persons and staff to work as volunteers in a correctional setting. They are also responsible for the completion of the annual Volunteer Program Evaluations (Form #MFVS3085, reference Program Services Manual) at each of their assigned facilities and promoting effective relations between volunteers and staff. They are responsible for training and support of the facility Volunteer Services Contact Person. They may assist in community/public relations if so designated by their Superintendent
  - G. Volunteer Services Contact Persons, (hereafter known as the VSCP), appointed by the Superintendent, will be responsible for the coordination of the Volunteer Services Program at each facility. Tasks will include, but not necessarily be limited to: the maintenance, care and security of volunteer files, the processing of applications, the preparation of Volunteer Services gate clearances and statistical gathering for quarterly reports. For purposes of supervision, they will report to the DSP and a SCFVS. Their annual performance evaluation should reflect their additional duties as the facility VSCP, with input provided by the SCFVS.

- H. Volunteer Staff Supervisors are responsible for conducting screening interviews using the "Report of Interview of Volunteer Applicant" (Form #MFVS3082, reference Program Services Manual), with potential volunteers who apply to provide a service in their respective program area. They are also responsible for the training and direct supervision of these volunteers and for providing annual volunteer evaluations using the "Volunteer Evaluation Form" (Form #MFVS3086, reference Program Services Manual) to the SCFVS for all of their volunteers who provide a service to the facility on a regular basis. This individual should not supervise more than 40 volunteers.

#### IV. TYPES OF VOLUNTEERS

- A. **Volunteer:** Any person who provides a service to the Department and/or inmates without direct compensation as salary from the Department. A volunteer who is duly registered and approved is considered to be an unpaid employee of the Department for purposes of Workers' Compensation and indemnification protection. A volunteer is subject to all of the policies and procedures as referenced in section IX of this directive and in the "STANDARDS OF CONDUCT FOR VOLUNTEERS WITHIN THE NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES" (Attachment C). Volunteers are expected to support the Departmental Mission and are not to portray the Department in a negative fashion.
1. **Paid Professional:** This category of volunteer often represents his/her employer and provides a service to the Department. These individuals, though paid by the employer to provide the service, are defined as volunteers and registration, orientation and TB testing requirements are the same as for regular volunteers.  

Volunteers providing professional services will be required to provide documentation that they are certified, licensed, and/or otherwise qualified to provide the service for which they are applying.
  2. **Department Personnel:** Department personnel may provide a volunteer service if that service is clearly different from their paid work assignment and it has been approved by the Superintendent and the DSP. Note: Ex-employees who have been terminated, or who have resigned rather than face dismissal, will not be allowed to volunteer.
  3. **Foreign National:** A foreign national will be considered for volunteer programs provided they can produce valid identification and documentation that they are in this country legally.
  4. **Religious Volunteer and Spiritual Advisor:** All volunteers requesting involvement in religious programs must be reviewed and approved by the Coordinating Chaplain and appropriate Chaplain of the faith group involved, if one is assigned to the facility. As outlined in Section III-H, the appropriate chaplain must also conduct a screening interview of the prospective volunteer, and document this interview which will be placed in the volunteer's file. If the volunteer represents a religious organization from the community, but is to be assigned to a non-religious assignment, approval by the facility Coordinating Chaplain and appropriate Chaplain of the faith group is not required. Volunteers representing religious organizations must be advised not to proselytize (attempt to persuade someone to convert to one's faith) among inmates.  

A Spiritual Advisor is an individual who, with the written endorsement of a bona fide ecclesiastical body, has been identified as a religious volunteer capable of providing spiritual advice and direction to inmates of that particular faith group on an individual basis.

Spiritual Advisors who have obtained volunteer status approval from the Department must request an exemption from the prohibition concerning visitation, correspondence, and phone calls from inmates as outlined in section IV-C-4-b of this directive. In addition the following procedures must be followed:

    - a. Provide documentation to the Coordinating Chaplain stating that a pastoral relationship with the inmate(s) existed prior to incarceration.
    - b. Provide written endorsement from a bona fide ecclesiastical body identifying the volunteer as a cleric or lay person who can function in this capacity.

- c. Provide to the Coordinating Chaplain a written description of the volunteer's activities in the role of Spiritual Advisor, including a list of the names of inmates who will meet with the volunteer. This description must be reviewed by the Chaplain in charge of the faith group involved.

It shall be the responsibility of the Coordinating Chaplain to obtain these documents prior to commencement of an inmate-Spiritual Advisor relationship and maintain said documents for the duration of said service.

5. **Persons with Criminal History:** Volunteer applicants with an arrest and/or conviction history shall not be automatically disqualified to serve. Each applicant shall be evaluated on a case-by-case basis. As a rule, the following will apply:

- a. Prospective volunteers with unclear arrest dispositions, active warrants, detainers or Orders of Protection that are found through their criminal history check may be excluded from volunteering until such incidents are resolved.
- b. A formerly-incarcerated-person or parolee may be considered for a volunteer assignment in a facility one year following his/her release from incarceration.
- c. A formerly-incarcerated-person shall not be considered as a volunteer if he or she was prosecuted and found guilty of assault of correctional staff, aggravated harassment of an employee, escaping from a correctional facility, promoting or possessing prison contraband, hostage incident or rioting.
- d. A formerly-incarcerated-person's record of institutional adjustment and, if applicable, adjustment to probation or parole supervision, will be evaluated and considered prior to approval. Disciplinary sanctions similar to behavior actions listed in section IV-A-5-c, or in addition, being found guilty of behavior such as; assault on inmates, gang-related behavior; mass demonstration or radicalization of other inmates, sexual misconduct, etc., may exclude an individual from consideration.
- e. During the period after release, the formerly-incarcerated-person shall have demonstrated involvement in community activities related to the area in which he/she wishes to serve as a volunteer. The person will also be required to show a positive adjustment to community life by providing employment history and a recommendation by his or her probation/parole officer, if applicable.

A review by the SCFVS and the facility DSP will be conducted on all formerly incarcerated persons, parolees, probationers and persons with warrants, detainers, Orders of Protection and open arrests who apply as volunteers. Final approval will rest with the facility Superintendent. Exception to this policy will be given consideration only when substantial, written justification is submitted to the Superintendent or his/her designee.

6. **One-Time Volunteer:** Individuals who provide a service for special one-time activities including inmate organization events, family day events, sports activities, theatrical performances, graduations, etc., are to be registered as One-Time Volunteers. (See the "Volunteer Registration Process Chart" Attachment B for requirements).

- B. **Volunteer Groups:** Individuals who enter a facility as part of a community group must individually complete the registration process, unless verification is received that the individual has been registered, at another DOCS facility within the past 12 months. In addition, new community groups will be required to complete the "Community Group Registration Form" (Form #MFVS3083, reference Program Services Manual.) References, utilizing the "Volunteer Services Program Community Group Reference Form" (Form #MFVS3084, reference Program Services Manual), should be sent to the references provided.

1. All volunteer groups or organizations must have a Key Volunteer or Program Director, who acts as the designated contact and the name of this person will be provided to the SCFVS.

2. The Key Volunteer or Program Director shall assist staff in the screening and selection of volunteers who will provide services under the organization's auspices by completing a letter of endorsement for each new volunteer. This letter is to be done on the agency's letterhead and should follow the format provided in the "Community Group/Agency Endorsement Letter," Attachment A of this directive. The Superintendent or designee shall have final approval for all volunteers.
3. Any literature or other materials sponsored by the group or organization must be approved in advance by the DSP or by his/her designee before distribution to inmates. Material approvals will be subject to a determination of appropriateness. Once the DSP has approved the materials, they should be placed on the gate clearance.

C. Volunteer Requirements

1. Under normal circumstance, the minimum age for a volunteer is 21.
  - a. Exceptions can be made with special approval from the Superintendent for persons ages 17-20 for special one-time programs, or for participants in internship programs or youth employment programs. With regard to internships; all colleges must provide internship paperwork and description of activities.
  - b. Volunteers who are 17 or 18 years of age must provide written permission from their parent or legal guardian.
  - c. If approved, volunteers under the age of 21 must be under direct supervision of DOCS staff at all times while inside the facility.
2. All volunteers providing professional services will require additional screening to ensure that they are certified, licensed, and/or otherwise qualified to provide such services.
3. A volunteer may be turned away from the facility if their manner of dress or appearance causes security or other pertinent concerns. If turned away for one's dress or appearance, this action should be documented for inclusion in the volunteer's file. Regarding grooming, a male volunteer shall not be subject to the same restrictions on hair length or beards as Department employees.
4. Restrictions: During orientation, volunteers must be cautioned regarding the seriousness of personal/emotional involvement with inmates. This will include visiting, corresponding and accepting phone calls. In order to avoid any misunderstanding, the following guidelines must be strictly observed:
  - a. Volunteers are prohibited from having any sexual contact or engaging in any sexual conduct with an inmate. The New York State Department of Correctional Services has zero tolerance for sexual abuse. It is a crime for any employee to engage in sexual conduct or sexual contact with an inmate. For purposes of Penal Law section 130.05, an employee also includes any person providing direct services to inmates in a state correctional facility pursuant to a contractual arrangement with the Department or, in the case of a volunteer, a written agreement with the Department.

All volunteer applicants will read the most updated version of the Policy on the Prevention of Sexual Abuse of Inmates. All volunteer applicants must acknowledge receipt in writing that they will be held accountable for and act in accordance with the policy and the law.
  - b. Volunteers are prohibited from corresponding, visiting, or accepting telephone calls from inmates at any DOCS facility unless they receive permission. If a volunteer wishes to seek approval, the volunteer must submit the request and rationale in writing to the Superintendent at the facility where he/she is a volunteer. The Superintendent is authorized to deny such requests. The denial should be sent in writing to the volunteer and a copy sent to the Director of Ministerial, Family and Volunteer Services. If the Superintendent supports the request, it should be forwarded to the Director of Ministerial, Family and Volunteer Services for recommendation, after which it will be forwarded to the Deputy Commissioner for Program Services for final determination. Prospective volunteers should be asked to disclose whether or not they have any close friends or family members who are incarcerated within the State correctional system at the time of their application/screening.

- c. **Exceptions:** Volunteers may accept collect phone calls at their agency/group administrative office if they have prior authorization from the Deputy Commissioner for Program Services and if the organization's policy is to accept collect phone calls from inmates. Volunteers may not accept phone calls at their place of residence. At all times, the nature of the calls must be directly related to areas of service provided by the volunteer agency/group for the Department. The volunteer agency/group authorization must be so noted in the appropriate program description file. Volunteers are to be advised that all inmate telephone conversations are subject to electronic monitoring by Department personnel (see Directive #4423, "Inmate Telephone Calls.")

## V. PROCEDURES

- A. **Volunteer Program Development:** Prior to a new volunteer program being initiated or changed at any facility, it must have the proper approvals, as outlined in the Program Services Manual.
- B. **Job Descriptions:** A volunteer job description is to be developed before the volunteer begins work. The job description must be developed by the appropriate Staff Supervisor, and should include the following:
  1. A general description of the duties that the volunteer will perform;
  2. Meaningful, appropriate, and measurable work activities;
  3. Location of the activity and frequency;
  4. Name of Staff Supervisor; and
  5. Name of the program's Key Volunteer

Volunteer job descriptions shall be signed and agreed to by the volunteer and the Staff Supervisor and a signed copy of the job description shall be on file in the Volunteer Services Office. Volunteers may only serve in the job as described in the file description. Any volunteer who wishes to serve in another job must be approved as described above.
- C. **Registration Procedures:** Depending on the level of volunteer services provided, the volunteer applicant will complete a registration process that may consist of a volunteer application, Standards of Conduct, a criminal history check, fingerprinting, references, a screening interview, TB test, and ID card. Refer to the Volunteer Registration Process Chart (Attachment B), which defines the registration procedures required for the level of volunteer activity.
  1. **Application for Volunteer Status**
    - a. All volunteer applicants will complete "Part I -Volunteer Information" of Form #MFVS3080, "Application for Volunteer Status" (Attachment D) and if applicable, "Part II -Criminal History" (see exceptions for government employees with Peace or Police Officer Status on the "Volunteer Registration Process Chart" (Attachment B) of this directive.) Volunteers providing professional services should also attach documentation verifying that they are certified or qualified to do so.

Note: If an applicant indicates that they have charges currently pending the application process should be suspended until such time as a disposition of the charges is reached.

Section I and II of Form #MFVS3080 should then be scanned into PDF format, attached to an E-mail and sent to [EIU@DOCS.state.ny.us](mailto:EIU@DOCS.state.ny.us) and copied to [VOL@DOCS.state.ny.us](mailto:VOL@DOCS.state.ny.us). Only one (1) e-mail and one (1) PDF file should be created per volunteer. The name of the PDF and the subject of the e-mail should be structured using the last name, first name format.
    - b. All volunteer applicants will be required to show a government agency issued ID at the time of application.
    - c. Part III of Form #MFVS3080 (Attachment D), "Facility Executive Review," will be completed by staff and approvals obtained from the Superintendent, DSP and Deputy Superintendent for Security (DSS) prior to the volunteer beginning their service.

- d. Part IV of Form #MFVS3080 (Attachment D), "Acknowledgement of Orientation," will be reviewed for completeness, acknowledged and signed by the volunteer and SCFVS who conducted the volunteer orientation.
2. Screening Interview: Upon receipt of a volunteer application, prospective volunteers who wish to serve on more than an occasional basis will be screened through an interview process by the appropriate Staff Supervisor. The "Report of Interview of Volunteer Applicant" (Form #MFVS3082, reference Program Services Manual) will be used as a guide and will be completed during the interview and a copy shall be placed in the volunteer's file as a reference in approving or disapproving the prospective volunteer's application.
  3. Criminal History
    - a. A criminal history check will be completed by the Department's Employee Investigation Unit (EIU) on volunteer applicants, including regular on-going, occasional and one-time volunteers. (See exceptions on the "Volunteer Registration Process Chart" Attachment B). This process will begin when EIU receives Part I & II of the Application For Volunteer Status.
    - b. For regular on-going volunteers, fingerprints will be taken by the facility ID Officer. The ID officer shall verify the identity of the person being fingerprinted, enter all pertinent data following the instructions on the cards, take the prints using the "rolled impression" method in the numbered print blocks and the "plain impression" method in the lower row of blocks, secure the signature of the person being fingerprinted and then sign as the official taking fingerprints. The following fingerprint cards shall be utilized:
      - (1) DCJS-4, "Non-Criminal" fingerprint card utilizing the Central Office ORI Box 20, "Contributor", should read:

700168R  
N.Y.S. DOCS  
Personnel Office  
Albany, NY 12226-2050
      - (2) "Applicant" fingerprint card FD-258 utilizing the Central Office ORI and the ORI box should read:

NY001015C  
Dept. of Corr. Serv.  
Albany, NY
- The completed fingerprint cards will then be forwarded to the Employee Investigation Unit for processing. If fingerprints are rejected for any reason the SCFVS will be notified.
- c. Individuals with derogatory information reported on the EIU Criminal History Check must wait for the return of their fingerprint report and Superintendent's approval before beginning their volunteer service. Those persons with no derogatory information may begin their volunteer assignment before their fingerprint report is returned.

Note: If the criminal history and/or fingerprint reports show a discrepancy in what the volunteer has disclosed, this may result in the volunteer's non-approval, suspension and/or termination.
  - d. EIU must receive the completed fingerprint card within 30 days of conducting a criminal history check. If the fingerprint card is not received within this timeframe, EIU will notify the Director of Ministerial, Family and Volunteer Services on a monthly basis and volunteer assignments will be suspended until the fingerprint card is received.
4. Health Services Screening / Vaccinations
    - a. TB Testing: Facilities must strictly adhere to the Department's Division of Health Services' guidelines for TB testing for volunteers, as follows:
      - (1) Any volunteer who will be in any one facility once per month or more, and/or have 8 hours or more of continuous inmate/staff contact, must be skin tested.

- (2) Any volunteer who wishes to be skin tested may be tested.
  - (3) Arrangements for skin testing of volunteers will be made through the facility medical department and/or the facility Volunteer Services Contact Person.
  - (4) Volunteers may be tested by their own physicians, if they desire, just as employees may, according to Directive #4322, "Tuberculosis Control Program."
- b. Hepatitis B Vaccine: Anyone who would have reasonable likelihood of exposure to blood or body fluids would be eligible for the vaccine. All persons receiving the vaccine must have training for Blood-borne Pathogens through the facility where they are volunteering before starting the vaccine series of three injections.
5. All volunteer gate clearances should be submitted in a timely manner to allow sufficient time for the DSP or the VSCP to verify that the individuals are properly registered volunteers.
  6. Emergency contact information for each volunteer shall be kept on file in the Watch Commander's Office.

D. Volunteer Orientation

1. If approved, the regular ongoing volunteer will be scheduled to attend a volunteer orientation, conducted by the facility SCFVS and a member of the security staff. This orientation should cover the volunteer Standards of Conduct (Attachment C), benefits for volunteers, security issues, health-related issues and facility-specific information, prior to the beginning of the volunteer activity. For occasional, one-time, or government agency volunteers who have Peace or Police Officer status, the orientation will be appropriate to the level of services provided. Facilities will ensure that all regular ongoing volunteers participate in a refresher orientation every 24 months.

- E. Training: Job-specific training for the volunteer activity will be given by the volunteer's Staff Supervisor and may or may not include a tour of the facility grounds.

## VI. PROGRAM MONITORING AND EVALUATION

- A. Supervising, monitoring, evaluating and reporting on volunteers and volunteer programs is a joint effort among Staff Supervisors, the facility VSCPS and the SCFVS, with oversight provided by the DSP and the Regional Coordinator.
1. The DSP, with final approval of the Superintendent, will determine the Staff Supervisor for a program.
  2. Annual volunteer evaluations are the responsibility of the Staff Supervisor. The overall job performance is to be weighed against the job description.
  3. "Volunteer Program Descriptions" (SYSM E-form #MFVS3096, "Volunteer Program Description") will be sent to Central Office Volunteer Services by the SCFVS for each new program. A current program description binder that includes up-to-date program descriptions, a current list of volunteers, and the names of the Key Volunteers and Staff Supervisors, will be kept at each facility by the DSP. The SCFVS will assist the DSP in maintaining this binder.
  4. Annual Program Evaluations using the "Volunteer Services Program Evaluation" (Form #MFVS3085, reference Program Services Manual), will be completed by the facility SCFVS with copies sent to the facility DSP and Regional Coordinator.
- B. Staff must be aware of their responsibility to supervise volunteers and the programs that are assigned/accepted in their area and that they must provide the facility Office of Volunteer Services with statistical data on volunteers involved in the program/service.
- C. The decision regarding which facility staff person will have responsibility for supervising a volunteer or volunteer program rests with the facility Superintendent or his/her designee.
- D. During periods of facility emergencies, volunteer activity may be suspended or limited. It will be the responsibility of the DSP to ensure that volunteers are notified in a timely manner of any change in the program schedule to avoid any unnecessary travel of the volunteers.

- E. The annual evaluation of volunteers is the responsibility of the Staff Supervisor and a copy of all evaluations should be included in the volunteer's file. To evaluate an individual volunteer, the overall job performance must be weighed against the job description and the standards established for the job.
- F. To ensure that volunteer services programs meet the needs of the inmates and facilities, each program will be evaluated on an annual basis by the facility SCFVS, utilizing the "Volunteer Services Program Evaluation" (Form #MFVS3085). A copy of this evaluation should be made available to the facility DSP and to the Regional Coordinator.

**VII. STATUS OF VOLUNTEERS:** Volunteers should be made to feel that they are a part of the facility staff and should be treated with courtesy and respect. Any allegations of the mistreatment of volunteers should be reported immediately through the appropriate channels. Staff encouragement and acceptance of volunteers will help to keep the volunteers motivated, productive and will nurture a teamwork mentality. Vital to any volunteer program is the recognition of the contribution, achievements and the status of the volunteer as a quasi staff person. Therefore, some aspects of the status of volunteers are recognized formally:

A. Insurance Coverage/Indemnification

1. Workers' Compensation for Volunteers

- a. All volunteers who are registered, oriented, screened for TB and approved as a volunteer by the facility Superintendent are covered for injuries related to their volunteer work by Worker's Compensation Benefits. Staff supervising volunteers must report injuries to volunteers in accordance with Directive #4065, "Reporting Injuries & Occupational Illnesses" and Directive 2208B, "Workers' Compensation Benefits (Non-Uniformed Employees)."
- b. It should be noted that a volunteer who has been fully registered and approved is eligible for Worker's Compensation, whether the service is performed in the community or in a correctional facility. The job description must indicate area of service.

2. Indemnification Coverage for Volunteers

- a. Correctional Services volunteers have been afforded protection from financial loss arising out of a civil action.
- b. The law provides that the State would save harmless and indemnify volunteers of the Department from financial loss arising out of a judgment in any civil action by reason of a claim of alleged negligence or other act of such person participating in a volunteer services program, provided that the damages were sustained while such person was acting in the discharge of his/her duties and within the scope of such duties, and the claim did not result from the willful and wrongful act or gross negligence of such person.
- c. The law applies to volunteers authorized to participate in a volunteer services program, provided such volunteer gives notice of such claim upon himself within five days of service of such claim upon himself (Section 17 of the Public Officers Law). Individuals who have insurance policies that would cover them for claims arising pursuant to the volunteer programs must first use such policies before the State will defend and/or indemnify them.

3. Diversity Management: All volunteers who are registered and approved are afforded equal opportunity protection in accordance with Directive #2601, "Affirmative Action Program," based on NYS Executive Order No. 6.

- B. Volunteer and Staff Supervisor Recognition: Certificates of appreciation will be awarded to volunteers at an annual recognition ceremony, or at some other suitable occasion. Volunteer Staff Supervisors will also be recognized because their work with volunteers often exceeds their normal full-time duties. Employee evaluations shall reflect this extra effort.
- C. Meals: Volunteers who provide service in a facility and whose volunteer assignment extends over an established meal period or is a minimum of four hours of continuous service may be furnished a meal from the facility Mess Hall. The free meal shall be the same as that provided to the inmate population.

## VIII. VOLUNTEER MISCONDUCT

- A. During volunteer orientation, volunteers must be informed that a formal suspension/dismissal procedure exists and what constitutes grounds for suspension and/or dismissal. Grounds for suspension/dismissal of volunteers are usually based on a violation of volunteer Standards of Conduct and the nature of such a violation.

For other instances of misconduct, volunteers will receive counseling by the SCFVS. This counseling session/meeting will be documented by the SCFVS, signed by all parties present, and a copy placed in the volunteer's file. This documentation should include all pertinent information regarding the matter, and should also include information relative to the outcome of the meeting. A copy of this information shall be forwarded to the appropriate Regional Coordinator.

If suspension/dismissal is necessary, the process to be used is set forth below. It is mandatory that proper documentation be available if dismissal is contemplated.

B. Procedure for Suspension/Dismissal

1. Should anyone have a sound reason to question a volunteer's actions, the witnessing party shall report, in writing, all relevant information to the facility SCFVS.
2. A written report will be prepared by the SCFVS and submitted to the facility Superintendent or his/her designee for review and action. Such action may consist of limiting, postponing, or suspending the services of the volunteer. The SCFVS will be consulted during this review.
3. A determination may be made by the facility Superintendent and/or the Director of Ministerial, Family and Volunteer Services to consult and/or include the Department's Inspector General's Office depending on the nature of the violation.
4. A volunteer who has been suspended must be notified in writing by the facility Superintendent within five (5) days. This letter must inform the volunteer of the allegations, the date of the temporary suspension, and that volunteer activity in all facilities has been suspended pending an investigation. If the volunteer is scheduled to volunteer during the week of the suspension, the SCFVS must call the volunteer to notify them of the suspension, so as to avoid the volunteer arriving at the facility.
5. A copy of the suspension letter, as well as documentation regarding the violation and a copy of the volunteer's file will be forwarded to the appropriate Regional Coordinator, who will review the contents for completeness and will then review the case with the Assistant Director of Family and Volunteer Services.
6. The Regional Coordinator will discuss the case with the facility Superintendent, who must approve of the final disposition. If there is not a consensus on the final disposition, the Superintendent will consult with the Supervising Superintendent and the Director of Ministerial, Family and Volunteer Services.
7. If the severity of the volunteer's violation warrants statewide termination, the Regional Coordinator will recommend to the Assistant Director that the volunteer's activity in all DOCS facilities be terminated. Final decision rests with the Deputy Commissioner for Program Services.
8. The volunteer must receive written notification of the decision directly from the Regional Coordinator. Copies of all relevant paperwork must be forwarded to the Office of Ministerial, Family and Volunteer Services in Albany.
9. The letter must state that the volunteer may appeal, in writing, to the Deputy Commissioner for Program Services within 30 days of receipt of the letter. The Deputy Commissioner for Program Services will then issue a final determination to the volunteer within 30 days of receipt of the appeal.

- IX. **VOLUNTEER STANDARDS OF CONDUCT:** Volunteer Standards of Conduct are subject to change by the Deputy Commissioner for Program Services. It will be the facility's responsibility to ensure that all active volunteers have been oriented to the new standards, and to help ensure that they are followed.

- A. Standards of Conduct – The “Standards of Conduct for Volunteers” Attachment C, will be used by all facilities. Standards and guidelines must be given as part of the orientation of all volunteers and will be presented by staff in a positive manner. All standards should be explained and clarified so that the volunteer will understand what constitutes good security practices relative to contraband and appropriate type of behavior.
- B. Documentation - The volunteer will acknowledge in writing that he/she has in fact been presented with these standards, understands them and intends to comply. Written documentation that the volunteer has received the most current copy of the “Standards of Conduct for Volunteers” shall be maintained in the volunteer’s file.

### Community Group/Agency Endorsement Letter

(TO BE COMPLETED ON OUTSIDE GROUP/AGENCY LETTERHEAD)

SAMPLE LETTER

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

Name of Supervisor of Volunteer Services

Name of Correctional Facility

Address of Correctional Facility

Dear \_\_\_\_\_:

(Name of Supervisor of Volunteer Services)

This letter is to introduce \_\_\_\_\_ . He/She is currently, or will shortly, be assisting our organization as a \_\_\_\_\_ to work with the \_\_\_\_\_ organization/program at your facility. \_\_\_\_\_ has been involved with this organization since \_\_\_\_\_ and has completed (or will shortly complete) our organization's orientation/training program.

**(For formerly-incarcerated-person applicants):**

\_\_\_\_\_ is a formerly-incarcerated-person and has provided the following information (crime, date, incarceration dates, Parole status, etc.):

As a member of this group/agency, it is felt that \_\_\_\_\_ possesses the skills and experience appropriate for the position he/she will be involved with. \_\_\_\_\_ is aware that his/her application will be reviewed and that a criminal history check will be made, including fingerprints.

In addition, \_\_\_\_\_ is aware that he/she must complete a Volunteer Services orientation at \_\_\_\_\_ Correctional Facility, submit for a TB test or provide medical proof that such a test is not necessary, agree to a picture ID and adhere to the Standards of Conduct that govern all volunteers who work in the New York State Department of Correctional Services.

Sincerely,

\_\_\_\_\_  
Program Director or Key Volunteer

(11/10)

**VOLUNTEER REGISTRATION PROCESS CHART**

	<b>Regular Ongoing</b> (weekly, monthly, weekend seminar)	<b>Occasional</b> 4 or less times per year (Reentry, 12 Step)	<b>One-Time</b> (speakers, sports teams, choirs, etc.)	<b>Government Agency employees w/Peace or Police Officer Status</b>
<b>Volunteer Registration Form (MFVS 3080)</b>	Yes	Yes	Yes	Only Page 1 of Part I
<b>EIU Criminal History Check</b>	Yes	Yes	Yes	No <sup>1</sup>
<b>Fingerprint</b>	Yes	No <sup>2</sup>	No	No <sup>1</sup>
<b>Standards of Conduct</b>	Yes	Yes	Yes	Yes
<b>ID Card</b>	Yes	No	No	If regular ongoing (refer to Directive #2946, "Employee Identification Material")
<b>Orientation</b>	Yes	Yes - Appropriate to activity	Yes - Appropriate to activity	Yes - Appropriate to activity
<b>TB Test</b>	Yes	Yes (See Directive #4750, section V-C-4-a "TB Testing")	No	No - One-time Yes-if Regular or on-going
<b>Staff Supervision</b>	Indirect	Indirect	Direct	Indirect
<b>Submission Request</b>	60 days prior to the start of the program <sup>3</sup>	30 days prior to the start of the program <sup>3</sup>	30 days prior to the start of the program <sup>3</sup>	30 days prior to the start of the program

<sup>1</sup> **Fingerprinting & EIU Criminal History Checks** – Government agency employees who provide a program within their official capacity and who have Peace or Police Officer status are exempt from fingerprinting, and an EIU Criminal History check.

<sup>2</sup> Fingerprints may be required for positive identification.

<sup>3</sup> **Submission Requests** - may require additional time for persons with criminal histories.

**STANDARDS OF CONDUCT FOR VOLUNTEERS**  
**WITHIN THE NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES**

~~~~~

The New York State Department of Correctional Services welcomes and is fully supportive of members of the community who volunteer their time and talents to assist in providing meaningful, relevant programs and services to the inmate population.

Because these programs and services are provided within the confines of correctional facilities, the Department has certain expectations concerning the conduct of volunteers. As such, specific standards of conduct must be followed by all volunteers.

The following general guidelines and specific standards for volunteers must be complied with in order to ensure the safety and security of the facility staff, inmates and volunteers.

Questions or concerns related to these guidelines or standards should be presented to the appropriate facility staff person.

**GENERAL GUIDELINES FOR VOLUNTEERS**

1. As a volunteer, you must be registered prior to beginning your work within a correctional facility. If you meet the Department's requirements for annual Tuberculosis (TB) testing/screening, you must be tested if you enter a facility or combination of facilities for 8 hours or more, or if you enter a facility or facilities once a month or more. If you fail to have appropriate and timely TB testing/screening, you will not be allowed entry into a facility.
2. You must enter and exit the facility through the same gate, which will be designated by the facility. Upon entering the facility, you will be directed to pass through a metal detector, with the exception of our Department Camp, where you may be hand-scanned with a hand-held metal detector. You will be hand-stamped and you may be subjected to a search. The facility will provide you with an identification card, which you must wear while inside the facility. The identification card must be returned prior to your departure and retained on file at the facility. All items brought into the facility will be inspected.
3. You will be assigned a Staff Supervisor to work with while in the facility. You will be escorted by either this staff member, a Correction Officer, or another staff member, while in the facility.
4. It is expected that you will be dependable and punctual. If you are unable to provide your services at the appointed time, contact your Staff Supervisor, the Volunteer Services Office, or the Watch Commander, as far in advance as possible.
5. Any change in address or phone numbers should be reported to the Supervisor of Volunteer Services or your facility Volunteer Services Contact Person.

**SPECIFIC STANDARDS FOR VOLUNTEERS**

1. **Personal Vehicles** - Parking of vehicles on State property will be permitted only in those areas designated by the facility. All vehicles will have windows closed, ignition off, doors and trunk securely locked with keys removed at all times. The vehicle will contain no firearms, ammunition, or any other weapons, alcohol, illegal drugs, explosives or excessive civilian clothing.
2. **Sobriety** - Persons under the influence of illegal drugs or alcohol will not be allowed into any of our facilities. Prescription medication must be brought to the attention of security staff upon arrival. Only that prescription medication absolutely necessary for the duration of your service will be permitted into the facility, on your person.
3. **Contraband** - Do not bring into the facility any items that might be defined as contraband. In a correctional facility, promoting prison contraband is a felony offense. Contraband is defined as:

- a. Anything in possession that would constitute an offense under the law applicable to the public.
  - b. Any article or thing that is readily capable of being used to cause death or serious physical injury, including but not limited to, a hand gun, shoulder gun, cartridge, knife, explosive, or dangerous drug (including marijuana).
  - c. Anything that is introduced into a correctional facility with the intent to transfer to an inmate without the permission of the Superintendent or designee.
  - d. Anything that is not specifically authorized to be possessed by an inmate in a state correctional facility according to the rules and policies of the Department or local policies of the facility. (i.e. Alcohol and money are among the items inmates are not permitted to possess).
4. **Appropriate Dress** - Clothing should be appropriate and in general, keeping with Department requirements for all visitors (i.e. no halter/tank tops, mini skirts, shorts above the knee, see-through clothing, plunging necklines, T-shirts containing statements or references promoting crime, drugs, alcohol, or sadistic/violent, sexual, pornographic, vulgar, gang-related references, or ethnic slurs, shoes must be securely fitted to the foot, no flip flops, or sandals without a heel strap). If in doubt, you should not wear a questionable article of clothing, because you will not be admitted to provide your service at the facility.
5. **Articles Brought Into the Facility**
- a. If your program requires that you bring special material, clear the items in advance with your Staff Supervisor.
  - b. The taking of photographs anywhere on facility property or inside the facility is prohibited, without specific prior approval from the Superintendent. Tape recorders, cassettes or cameras may be brought into the facility only with special permission of the Superintendent.
  - c. Cellular phones, pagers, personal digital assistants, cameras, recording devices, two way radios, laptop computers or other similar electronic devices are not allowed into any area of the facility, including the front lobby, and should remain securely locked in your vehicle.
6. **Valuables and Handbags** - Do not carry large sums of money or wear expensive articles or jewelry while participating in programs at the facility. Handbags should not be left unattended at any time.
7. **Items Given To Or Taken From An Inmate**
- a. The exchange of money and/or gifts with inmates is prohibited.
  - b. Do not bring in or take anything from an inmate that is to be carried outside of the institution.
  - c. As a volunteer, you are not to carry oral messages or written correspondence in or out of the facility for an inmate.
  - d. Do not bring in literature which has not been pre-approved by facility staff.
8. **Facility emergencies** - In the event of an emergency of any kind, you will be required to immediately follow the direction of facility staff.
9. **Matters Of Inmate Discipline** - Matters of discipline are the responsibility of the security staff. Under no circumstances should you interfere. Any questions of judgment should be discussed privately with staff and never in the presence of an inmate. Matters of inmate misconduct should be reported immediately to your Staff Supervisor or to a security staff member, never an inmate.
10. **Confidentiality** - In your contacts outside the correctional facility, use discretion in revealing information you have acquired in the course of performing your service. Check with appropriate staff if you are doubtful about what requires confidentiality.
- Information gained that could adversely affect the safety and security of staff, inmates, or volunteers, should immediately be reported to a security supervisor.

11. **Relationship with Inmates**
  - a. While working with inmates on a regular basis, a professional relationship must be maintained. Care should be taken to avoid becoming emotionally involved with inmates.
  - b. The New York State Department of Correctional Services has zero tolerance for sexual abuse. Sexual conduct or contact with a person committed to the custody of the Department is a crime, whether it occurs inside a correctional facility, during the transportation outside a correctional facility, or while the inmate is a participant in a temporary release program. Any sexual abuse of an inmate by a volunteer or intern will be prosecuted to the fullest extent of the law, even if the inmate "willingly" participates in the act.
  - c. Any volunteer or intern who receives a report that an inmate is the victim of an incident of sexual abuse, sexual threat, or staff voyeurism, must be aware of the sensitive nature of the situation. Any volunteer or intern who receives such a report shall immediately notify his or her staff supervisor who shall immediately notify the Watch Commander. If the staff supervisor is not available, the report shall be made immediately to the Watch Commander.
12. **Personal Information** about yourself, such as information pertaining to your family, home address, phone number, and personal habits should not be revealed.
13. **Correspondence, Visitation and Telephone Calls** - You are not permitted to correspond with, visit or accept phone calls from inmates at any of the facilities of the New York State Department of Correctional Services. Exemptions to this prohibition may only be granted by the Deputy Commissioner for Program Services or designee. If you wish to seek an exemption, you must submit a written request to the facility Superintendent, explaining the reason for your exemption request.
14. **Comments And Presentation Content** - It should be kept in mind that presentations and/or materials presented during a volunteer program should be kept positive in nature and that in a correctional setting, statements may be misconstrued or magnified by inmates to the extent that they could jeopardize the safety and security of community guests, volunteers, staff and inmates. To that end, profanity, vulgarity and comments that are critical of a particular agency or group of individuals will not be tolerated.
15. **Reentry** - Volunteers who choose to work with offenders upon release from the Department should only do so under a structured program whose focus is to assist formerly incarcerated persons in their community re-integration process. Before beginning to work with formerly incarcerated persons, the volunteer must communicate in writing their interest to the SCFVS. Such communication should be reported to the Superintendent and placed in the volunteer's file.
16. **Criminal Charges** - A *Report of Criminal Charges* (see Directive 2112, "Report of Criminal Charges") must be filed if you are charged with the commission of a felony or misdemeanor. Violations which allege possession and/or use of a controlled substance must also be reported. If you are charged with the above you must report in writing the required information to the facility Superintendent.
17. **Use Of Information Obtained While A Volunteer** - No information gained as a Department of Correctional Services volunteer may be used for an interview or publication. This includes publishing information on a web site. Any person working for any editorial or news department of any media or organization will not be allowed to serve as a volunteer without the specific approval of the Director of Public Information.

~~~~~

**I hereby acknowledge receipt of the Volunteer Standards of Conduct and Guidelines. I understand that I will be held accountable for, and act in accordance with these guidelines and standards of conduct. I further understand that any violation may result in my termination as an approved volunteer. I acknowledge that I am physically fit to participate in the approved activity.**

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Volunteer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

New York State Department of Corrections & Community Supervision  
Division of Ministerial, Family, and Volunteer Services

\_\_\_\_/\_\_\_\_/\_\_\_\_  
DATE

APPLICATION FOR VOLUNTEER STATUS  
PART I - Volunteer Information

FACILITY APPLYING TO

**IMPORTANT:**

COMPLETE PAGES 1-5. IF A QUESTION DOES NOT APPLY, ANSWER N/A. YOU MUST SIGN AND DATE PAGE 5

1. a) Activity/Group/Program applying for: \_\_\_\_\_  
 b) If religious program, please specify the religion: (i.e. Catholic, Protestant, Muslim, etc.) \_\_\_\_\_
2. Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Full Middle Name: \_\_\_\_\_
3. Current Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail \_\_\_\_\_  
 Current Mailing Address, if Different From Above: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. a) Home Telephone # w/ Area Code: (\_\_\_\_) \_\_\_\_\_ b) Work Telephone # w/Area Code: (\_\_\_\_) \_\_\_\_\_ c) Cell phone # w/ Area Code: (\_\_\_\_) \_\_\_\_\_
5. Social Security #: \_\_\_\_\_ Any other Social Security #(s) you have had: \_\_\_\_\_
6. Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Place of Birth: \_\_\_\_\_  
 (City, State, Country)
7. Person to contact in case of an emergency: Name: \_\_\_\_\_  
 Relationship: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_
8. Name exactly as it appears on your Driver's License: \_\_\_\_\_
9. Other names you have been known by: Aliases / Maiden / Prior Marriage: \_\_\_\_\_  
 \_\_\_\_\_
10. Current Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_
11. States in which you have or ever had a Driver's License or Non-Driver ID: \_\_\_\_\_
12. Sex:  Female  Male
13. Race:  White  Black  Hispanic  Asian  Native American  Other/specify \_\_\_\_\_
14. Eyes:  Blue  Black  Brown  Green  Hazel  Other/Specify \_\_\_\_\_
15. Hair Color:  Black  Brown  Blonde  Gray  Bald  Other/Specify \_\_\_\_\_
16. Complexion:  Light  Medium  Dark
17. a) Height: Feet \_\_\_\_\_ Inches \_\_\_\_\_ b) Weight (lbs.): \_\_\_\_\_
18. List any scars, marks, or tattoos: \_\_\_\_\_  
 \_\_\_\_\_

New York State Department of Corrections & Community Supervision  
Division of Ministerial, Family, and Volunteer Services  
APPLICATION FOR VOLUNTEER STATUS  
PART I - Volunteer Information (continued)

19. Have you or any member of your family ever been the victim of or witness to a crime where the perpetrator(s) were sentenced to a period of incarceration in a Federal, State or County Correctional Facility?  YES  NO  
\* If "YES", please answer the following questions:  
Victim's relationship to you: \_\_\_\_\_ Date of Incident: \_\_\_\_\_  
Name(s) of perpetrator(s): \_\_\_\_\_  
Location of Incident / City/Town: \_\_\_\_\_ County and State: \_\_\_\_\_
20. A) Are you receiving telephone calls, on the telephone or visiting list, corresponding with or sending packages to any offender presently incarcerated in a NYS Correctional Facility?  YES  NO  
B) Do you reside with anyone who was previously incarcerated in a NYS Correctional Facility?  YES  NO  
If "YES" to A or B, please provide the following information (attach additional sheets if necessary)  
Offender Name: \_\_\_\_\_ DIN#: \_\_\_\_\_  
Facility: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Offender Name: \_\_\_\_\_ DIN#: \_\_\_\_\_  
Facility: \_\_\_\_\_ Relationship: \_\_\_\_\_
21. Are you currently or have you been previously employed, or had volunteer or contract service provider status with the New York State Department of Corrections & Community Supervision  YES  NO  
a. If "YES", please check which one:  Volunteer  Contract Service Provider  Employee  
b. If "YES", please list the facilities: \_\_\_\_\_  
Has status been revoked?  YES  NO If "YES", please list the facilities: \_\_\_\_\_
22. a. Name of the company or agency whom you represent as a volunteer: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
b. If you are employed by a Government Agency, and provide a service relevant to your function, do you have Peace or Police Officer status?  YES  NO
23. Is a Professional License required to perform your duties?  YES  NO  
If "YES", Please specify the following: License # \_\_\_\_\_ State \_\_\_\_\_  
Issuing Agency \_\_\_\_\_
24. Are there any specific needs that you require to perform the assignment under the Americans with Disabilities Act?  
 YES  NO If "YES", please list: \_\_\_\_\_
25. (a) Are you a U.S. Citizen?  YES  NO (b) If "NO," provide Alien Registration # \_\_\_\_\_
26. Do you possess a valid Passport?  YES  NO  
If "YES", please list issuing country & Passport Number: \_\_\_\_\_

New York State Department of Corrections & Community Supervision  
Division of Ministerial, Family, and Volunteer Services  
APPLICATION FOR VOLUNTEER STATUS  
PART I - Volunteer Information (continued)

27. Have you traveled outside the continental United States in the past five years?  YES  NO

If "YES," please list destination and date of travel: \_\_\_\_\_

If "YES," please list reason for traveling to the destination: \_\_\_\_\_  
(Attach additional sheets if necessary)

28. List any previous volunteer experience outside Corrections: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29. Are you now, or have you ever been a member or associate of a criminal enterprise, street gang, or any other group which advocated violence against individuals because of their ethnic origin, religion, political affiliation, nationality, gender, sexual orientation, or disability?  YES  NO

If "YES," please explain: \_\_\_\_\_  
\_\_\_\_\_

30. (a) Have you ever been convicted of any crime, (felony, misdemeanor or violation). Traffic infractions/violations need not be reported):  YES  NO

(b) Any Charges Pending?  YES  NO

(c) Have you ever had an Order of Protection filed against you?  YES  NO

If you answered YES to questions A, B, or C you must fill out PART II - Criminal History, of this application. This information will not necessarily preclude admission to a correctional facility if declared during the application process.

31. List full name(s), addresses, telephone numbers of two individuals who can verify your skills/ ability to serve or perform your duties.

REFERENCE # 1

REFERENCE # 2

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

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

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

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

City/State/ZIP: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

PHONE #: \_\_\_\_\_

PHONE #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

New York State Department of Corrections & Community Supervision  
Division of Ministerial, Family, and Volunteer Services  
**APPLICATION FOR VOLUNTEER STATUS**  
**PART II - Criminal History**

COMPLETE NAME AND DATE, AND THEN ANSWER QUESTIONS 32-35 ONLY IF YOU ANSWERED "YES" TO PART A, B, OR C OF QUESTION #30 ON PART I - VOLUNTEER INFORMATION, OF THIS APPLICATION FOR VOLUNTEER STATUS FORM.

Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

32. Criminal History: (Please provide the following information for all of your convictions. If you served time in a New York State, Federal or County Correctional Facility, please provide your Departmental Identification Numbers(s) and the names of the facilities in which you were incarcerated.

NOTE: REPORT CONVICTIONS FOR FELONY, MISDEMEANOR, AND VIOLATION OFFENSES. TRAFFIC INFRACTIONS/VIOLATIONS NEED NOT BE REPORTED:

A. Charge/Charges: \_\_\_\_\_ Arresting Agency: \_\_\_\_\_  
Conviction Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Sentence: \_\_\_\_\_ DIN: \_\_\_\_\_  
Facility(s) Where Incarcerated: \_\_\_\_\_ Time Served: \_\_\_\_\_  
Date Released From Incarceration: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date Released from Parole / Probation Supervision: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Name of Parole or Probation Officer: \_\_\_\_\_  
Location: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

B. Charge/Charges: \_\_\_\_\_ Arresting Agency: \_\_\_\_\_  
Conviction Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Sentence: \_\_\_\_\_ DIN: \_\_\_\_\_  
Facility(s) Where Incarcerated: \_\_\_\_\_ Time Served: \_\_\_\_\_  
Date Released From Incarceration: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date Released from Parole / Probation Supervision: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Name of Parole or Probation Officer: \_\_\_\_\_  
Location: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

If additional space is needed, please attach an additional sheet with the pertinent information.

33. Are you currently on active Probation or Parole Supervision?  YES  NO

If "YES," please provide the following information:

A. Nature of Crime: \_\_\_\_\_ Arresting Agency: \_\_\_\_\_  
Conviction Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Sentence: \_\_\_\_\_ DIN: \_\_\_\_\_  
Time Served: \_\_\_\_\_ Date Released from Incarceration: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Anticipated release date from Parole or Probation Supervision: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Name of Parole or Probation Officer: \_\_\_\_\_  
Location: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

New York State Department of Corrections & Community Supervision  
Division of Ministerial, Family, and Volunteer Services  
APPLICATION FOR VOLUNTEER STATUS  
PART II - Criminal History

*NOTE: PAROLE / PROBATION INFORMATION - IF YOU ARE CURRENTLY ON PAROLE / PROBATION, YOU WILL NEED TO OBTAIN WRITTEN APPROVAL FROM YOUR PAROLE / PROBATION OFFICER FOR EVERY FACILITY IN WHICH YOU WISH TO PROVIDE A SERVICE.*

34. If charges are currently pending against you, please explain the nature of the charges:

Date of arrest: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Police Agency: \_\_\_\_\_  
Crime: \_\_\_\_\_  Felony  Misdemeanor  Drug/Domestic Violence Violation  
Have you appeared in Court?  YES  NO Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Next court Appearance: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Have you forfeited bail bond to guarantee your appearance in court to answer these charges?  YES  NO  
Give brief description of the circumstances: \_\_\_\_\_  
\_\_\_\_\_

35. Please include the following information regarding any Order of Protection filed against you:

Date Order of Protection was filed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Court location where the Order of Protection was issued: \_\_\_\_\_  
Name of the person the order was filed on behalf of: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Is the order still in effect:  YES  NO If "NO", date ended: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\*\*\*\*\*  
I HEREBY ACKNOWLEDGE THAT THE STATEMENTS MADE ABOVE ARE TRUE, COMPLETE, AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

NOTE: FALSE OR KNOWINGLY OMITTED STATEMENTS MAY BE GROUNDS FOR TERMINATION OF VOLUNTEER STATUS AND PERMANENT EXPULSION FROM A CORRECTIONAL FACILITY. FALSE AND KNOWINGLY OMITTED STATEMENTS MAY BE GROUNDS FOR PROSECUTION IN ACCORDANCE WITH PENAL LAW SECTION 210.45.

APPLICANT NAME: (PRINT) \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_

**OFFICIAL USE ONLY**

FACILITY(S) WHERE SERVICE WILL BE PROVIDED: \_\_\_\_\_  
FREQUENCY OF SERVICE (check one):  Regular - Ongoing  Occasional  One-time

**STAFF REVIEW**

I have reviewed this application to ensure that it has been completed in its entirety and the individual has provided government issued identification to verify his / her identity. I also affirm that the signature herein is the signature of the applicant.

RECEIVING NYSDOCCS EMPLOYEE (PRINT): \_\_\_\_\_ TITLE: \_\_\_\_\_

RECEIVING NYSDOCCS EMPLOYEE (SIGNATURE): \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_ FINGERPRINTS REQUIRED:  YES  NO

New York State Department of Corrections & Community Supervision  
Division of Ministerial, Family, and Volunteer Services

APPLICATION FOR VOLUNTEER STATUS  
PART III - Facility Executive Review

FOR OFFICE USE ONLY (TO BE COMPLETED BY FACILITY STAFF)

Name of Volunteer: \_\_\_\_\_ Volunteer Program: \_\_\_\_\_

IS THERE A NEED FOR THIS NEW/ADDITIONAL VOLUNTEER?  YES  NO  NA

WAS THE PROGRAM APPROVED BY THE DIRECTOR OF MINISTERIAL, FAMILY, AND VOLUNTEER SERVICES?  
 YES  NO  NA

**REQUIREMENTS:**  
(Provide dates for all that apply)

- References Received Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Community Group Registration Form (Submitted/On File) Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Community Group References Sent Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Community Group References Returned Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Letter of Endorsement of Volunteer from Community Group Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Application for Volunteer Status E-Mailed (Part I and II) to EIU Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- \*Response of Criminal History Returned from EIU Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Volunteer Fingerprinted by Facility Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- \*Fingerprint Results Returned Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Permission received from Parole/Probation Officer (if applicable) Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Date of Interview / Staff Member \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Volunteer Standards of Conduct Signed Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- TB Test Completed Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- ID Card Completed Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Volunteer Job Description Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Volunteer Orientation Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Emergency Contact Information Received Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\*Do the results of the EIU check and/or fingerprints match the info provided by applicant?  YES  NO  
If "NO", please explain: \_\_\_\_\_

DSP: \_\_\_\_\_  Approve  Disapprove \_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature Date

DSS: \_\_\_\_\_  Approve  Disapprove \_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature Date

Superintendent: \_\_\_\_\_  Approve  Disapprove \_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature Date

If "Disapproved," give reason: \_\_\_\_\_

\*\*\*\*\*

If approved, the volunteer will be assigned to (identify area): \_\_\_\_\_

Name of Staff Supervisor/Title: \_\_\_\_\_

STAFF MEMBER COMPLETING REPORT: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

New York State Department of Corrections & Community Supervision  
Division of Ministerial, Family, and Volunteer Services  
APPLICATION FOR VOLUNTEER STATUS  
PART IV – Acknowledgement of Orientation

INSTRUCTIONS: UPON COMPLETION OF ORIENTATION, THE VOLUNTEER AND SUPERVISOR OF VOLUNTEER SERVICES CONDUCTING THE ORIENTATION WILL CHECK ALL AREAS COVERED.

Applicant's Name (please print): \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

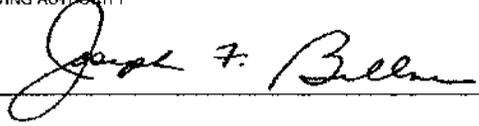
On this date, I attended orientation, and I was provided with the following information relevant to becoming a volunteer with the NYS Department of Corrections & Community Supervision:

- 1) \_\_\_\_\_ A brief overview of the NYS Department of Corrections & Community Supervision.
- 2) \_\_\_\_\_ General information pertaining to the correctional facility where I will be assigned.
- 3) \_\_\_\_\_ Volunteer Standards of Conduct and Guidelines have been discussed and acknowledged in writing.
- 4) \_\_\_\_\_ Discussion of contraband and the NYS Penal Law.
- 5) \_\_\_\_\_ I understand that if I am injured while performing my approved duties, I must immediately report said injuries to facility personnel.
- 6) \_\_\_\_\_ I received information pertaining to HIV/AIDS/TB.
- 7) \_\_\_\_\_ I reviewed the videotape, "Games Inmates Play," and/or "Volunteering in Corrections," by the American Correctional Association.
- 8) \_\_\_\_\_ I have met/been informed who will be my Staff Supervisor.
- 9) \_\_\_\_\_ I understand that I shall report in writing any arrest for a violation which alleges domestic violence and/or possession of a controlled substance, any misdemeanor, or any felony to the facility superintendent or designee (not to fall below the level of Watch Commander) as soon as possible, but in any event no later than the first working day following the arrest.
- 10) \_\_\_\_\_ I received a copy of the most updated memorandum from the Commissioner regarding the policy on the Prevention of Sexual Abuse of Inmates (NOTE: The volunteer's written acknowledgement of receipt must be attached to this document).
- 11) \_\_\_\_\_ I received a copy of the NYS Policy Statement on "Sexual Harassment in the Work Place" per the Governor's Executive Order # 32.
- 12) \_\_\_\_\_ I fully understand that there is no expectation of privacy with regard to my duties within a correctional facility setting and that security monitoring, including electronic monitoring, may occur.
- 13) \_\_\_\_\_ I understand the carrying or possession of electronic devices including, but not limited to, cellular phones, pagers, personal digital assistants, cameras, recording devices, two-way radios, laptop computers, or other similar electronic devices, is strictly prohibited anywhere inside a correctional facility.

APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

STAFF SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Person who provided the orientation)

TITLE: \_\_\_\_\_

 <p style="text-align: center;">STATE OF NEW YORK DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION</p> <p style="text-align: center;"><b>DIRECTIVE</b></p>	TITLE		NO 4936
	Search of DOCCS Employees		DATE 10/10/2012
SUPERSEDES DIR# 4936 Dtd. 10/26/11	DISTRIBUTION A	PAGES PAGE 1 OF 3	DATE LAST REVISED
REFERENCES (Include but are not limited to)	APPROVING AUTHORITY 		

- I. **PURPOSE:** The presence of contraband within a correctional facility and its subsequent possession and/or use by inmates threatens the security of the facility; it endangers the safety of inmates, employees, visitors, and the community.

Introducing or possessing contraband in a facility is a violation of the law and Department of Corrections and Community Supervision Rules and Regulations and violators are to be prosecuted. Employees attempting to introduce contraband or in possession of contraband shall be subject to both prosecution and disciplinary action.

Sound security operations require routine, periodic, and special searches of all persons entering the facility. This directive outlines the security procedures to be followed in searching employees while on facility property. See also Directive #4900, "Security in Gate Areas," and Directive #4910, "Control of and Search for Contraband."

- II. **GUIDELINES:** Section 6.21 of the Department's Employees' Manual states:

Any employee on facility property or while on duty is subject to search. All employees may routinely be subjected to a metal detector search and packages and other articles carried into a facility may be routinely inspected. Pat or strip searches may be conducted only on the order of the Superintendent or Acting Superintendent and must be supervised by a uniformed supervisor or a non-uniformed employee of a higher grade than the employee being searched. Any article that may not be properly taken into or out of the facility may be confiscated and turned over to the Officer in Charge for appropriate disposition. Refusal by an employee to submit to a search is insubordination, may be cause to refuse him/her entrance to the facility, and may constitute grounds for disciplinary action. The Department's policy and procedures concerning such searches are contained in Directive #4936, "Search of DOCCS Employees."

Among the many procedures that may be taken to ensure safe and secure facilities is the procedure that permits the searching of employees at any time they are on facility property. The need for this procedure has been demonstrated by those occasions when employees have been found to possess contraband within the facilities.

It must also be recognized that all facility employees shall be treated fairly and in a dignified manner on those occasions when a search is required.

- A. **Metal Detector Searches:** All employees may routinely be subjected to a metal detector search. All DOCCS employees who are not regularly assigned to the facility shall be subject to metal detector searches in accordance with Directive #4900 (walk-through and/or hand held).

Note: Central Office staff and other Department employees entering a correctional facility for official business will not be subjected to a search, including metal detector screening, as a matter of practice, unless specifically directed by the Superintendent or Acting Superintendent.

Packages and other articles carried into the facility shall also be inspected. Exception: Documents and equipment carried by members of the Inspector General's Office or Bureau of Labor Relations in connection with official investigations or labor relations cases are not subject to examination at any correctional facility without the approval of the Commissioner.

- B. Pat Frisk Searches: The Superintendents may order periodic pat frisk searches of any DOCCS employee. Pat frisk searches shall be supervised by a uniformed supervisor of the rank of Sergeant or above or a non-uniformed employee of a higher pay grade than the employee being searched. The Officer conducting the pat frisk search must be of the same sex as the employee being searched.
- C. Strip Searches
1. Definition: For purposes of this directive, a strip search is defined as an inspection of the naked body of the person, and an examination of the person's clothes and personal effects.
  2. A strip search of an employee may only be conducted on the order of the Superintendent or Acting Superintendent, or the Officer of the Day when the Superintendent or Acting Superintendent is absent from the facility and cannot be contacted.
  3. Prior to ordering such a strip search, the Superintendent, Acting Superintendent, or Officer of the Day must make a determination of reasonable suspicion, based upon a review of the specific facts in each situation and rational inferences drawn from the facts.  
The following illustrations will provide guidance in determining whether there is "reasonable suspicion" in order to approve an employee strip search.
    - Illustration #1: Superintendent Doe receives information from two Correction Officers that employee Roe is bringing marijuana into the correctional facility on a certain day. One of the Officers has given the Superintendent reliable information in the past. There is reasonable suspicion in order to approve a strip search of employee Roe.
    - Illustration #2: Inmate Jones informs Superintendent Doe that employee Roe is helping inmate Smith to escape from the facility. Another employee confirms this with additional information that Roe is bringing in drugs and a hacksaw on a certain date. There is reasonable suspicion and the Superintendent may approve the employee's strip search.
    - Illustration #3: Superintendent Doe receives general rumors from uniformed supervisors and another reliable source that employee Joe was bringing contraband into the facility. Further, the Superintendent received the same general information from another inmate who has provided reliable information in the past at another facility. Finally, contraband had been discovered at the facility. These facts justify the Department's decision to approve a strip search of employee Joe.
    - Illustration #4: Inmate Doe gives information to the Department that employee X was bringing drugs into the facility. There is no evidence that this inmate had a history of providing reliable information in the past. Further there is no corroborating evidence. These circumstances do not satisfy the reasonable suspicion standard to justify a strip search.
  4. Strip searches must be supervised by a uniformed supervisor having at least the rank of Lieutenant, or at a minimum security facility where it may be a Sergeant if he or she is the ranking supervisor present.
  5. No more than one searching employee may be present in addition to the supervising employee. Additional staff presence must be approved by the Superintendent.
  6. Employees who are to be searched will be treated in a professional manner. Such strip searches shall be conducted in areas, which are clean and heated, have appropriate floor covering on which to stand and have a space for the employee's clothes off of the floor.
  7. The employee to be searched shall be escorted to the appropriate private area and kept under direct visual observation until commencement of the search.

8. The supervising and searching employees must be of the same sex as the employee being searched. If a ranking female security supervisor is not available, the Superintendent shall designate a female employee (holding a higher grade than the employee being searched) to be present during the search.
  9. An employee may refuse to submit to a strip search, but such refusal shall be cause to deny the employee's entrance to the facility and shall be grounds for disciplinary action.
  10. The employee being searched may request the presence of a witness or union representative. If the employee being searched is a non-uniformed employee, every effort should be made to have the employee's supervisor present during the search if the employee so requests.
  11. Subsequent to the search, the employee will be provided with a statement that will include: date of search, time of day, location, identification of searching employees, supervising employee, representative or witness present, and the results of the search. This report shall be delivered to the employee and, upon the employee's request, the union representative no later than the end of the work day following the day the request was made.
  12. A copy of such statement shall be forwarded to the Deputy Commissioner for Correctional Facilities.
- D. Prohibited Strip Searches and Frisks
1. Random strip searches are not allowed.
    - a. Definition: For purposes of this directive, a random strip search is a strip search conducted for security or investigatory reasons when there has not been a Superintendent's determination of reasonable suspicion regarding a specific individual.
    - b. Random strip searches are not to be ordered. There must be a finding of reasonable suspicion that an individual employee was attempting to introduce contraband into the correctional facility prior to ordering the strip search of an employee.
  2. Strip frisks are not allowed without a search warrant.
    - a. Definition: For purposes of this directive, a strip frisk is defined as a search including a visual examination of the anal and genital areas of the person searched.
    - b. No employee shall be strip frisked, unless the Superintendent has first secured a search warrant for that person to be strip frisked.

## **Attachment C**

### **M/WBE Compliance: Instructions and Forms**

**CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

**New York State Law**

Pursuant to New York State Executive Law Article 15-A, the Department of Corrections and Community Supervision (DOCCS) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DOCCS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority-and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOCCS establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("M/WBE") and the employment of minority groups members and women in the performance of New York State contracts.

**Business Participation Opportunities for M/WBEs**

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 20% for M/WBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document "Good Faith Efforts" to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOCCS may withhold payment pending receipt of the required M/WBE documentation. The directory of New York State Certified M/WBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>. For guidance on how DOCCS will determine a Contractor's "Good Faith Efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and DOCCS may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE

goals; and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit an M/WBE Utilization Plan (Form M/WBE 100) with their bid or proposal. The Utilization Plan shall list the M/WBEs the Contractor intends to use to perform the State contract and a description of the Contract scope of work that the Contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract that the Contractor intends to be performed by a NYS Certified minority or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified M/WBEs set forth in the Utilization Plan submitted with the bid or proposal, after the Contract award and during the term of the Contract, must be reported on a revised M/WBE Utilization Plan submitted to DOCCS.
- B. DOCCS Contracting Unit will review the submitted M/WBE Utilization Plan and advise the Bidder of their acceptance or issue a notice of deficiency within 20 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Contracting Unit, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on an M/WBE Request Form Waiver (Form M/WBE 102). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. DOCCS may disqualify a Bidder as being non-responsive under the following circumstances:
  - a) If a Bidder fails to submit an M/WBE Utilization Plan;
  - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - c) If a Bidder fails to submit a request for waiver; or
  - d) If DOCCS determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its M/WBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit an M/WBE Quarterly Compliance and Sub-Contractor Payment Report on Form M/WBE 101 to the Contracting Unit by the 15<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the M/WBE goals of the Contract.

## **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a Staffing Plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the DOCCS an EEO Workforce Quarterly Compliance Report (Form EEO 101) identifying the workforce actually being utilized on the Contract.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**



**NEW YORK STATE  
DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISION**

**M/WBE UTILIZATION PLAN**

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

**Contactor's Name:**  
**Address:**  
**City, State, Zip Code:**

**Federal Identification Number:**  
**Solicitation/Contract Number:**  
**Telephone Number:**

**Region/Location of Work:**

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

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

**IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER. Contact DOCCS ODM-MWBE Office.**

Submission of this form constitutes the contractor's acknowledgement and agreement to comply with the M/WBE requirements set forth under NYS Executive Law, Article 15-A and 5 NYCRR Part 142. Failure to submit complete and accurate information may result in a finding of noncompliance or rejection of the bid/proposal and/or suspension or termination of the contract.

<b>NAME AND TITLE OF PREPARER (Print or Type):</b>	<b>Submit completed form to:</b> NYS Dept of Corrections and Community Supervision Contract Management Unit 97 Central Avenue Albany, NY 12206
--	--

**FOR M/WBE USE ONLY**

**REVIEWED BY:**

**DATE:**

**UTILIZATION PLAN APPROVED:**  YES  NO Date:

**Contract No:**

**Contract Award Date:**

**Estimated Date of Completion:**

**Amount Obligated Under the Contract:**

**NOTICE OF DEFICIENCY ISSUED:**  YES  NO Date: \_\_\_\_\_

**NOTICE OF ACCEPTANCE ISSUED:**  YES  NO Date: \_\_\_\_\_

**Instructions:**

1. Contractor Information: Enter contractor name, address, and federal employer identification number (FEIN).
2. Region/Location of Work: Enter region/location of work or facility name.
3. Project M/WBE Goals: Enter M/WBE Project Goals. These goals are to be accomplished by subcontracting with NYS certified M/WBE's.
4. Subcontractor – NYS Certified M/WBE Information: Enter name of certified M/WBE, address, telephone number and federal ID number. Verify in the Directory of Certified Minority and Women-Owned Businesses available at <http://www.esd.gov> that they are a NYS certified Minority or Women Business.
5. Indicate certification type - MBE, WBE, or both by checking the appropriate boxes, Y (Yes) or N (No).
6. Describe the type of services the M/WBE vendors will provide in relation to the contract and estimate the amount the contractor will spend with these vendors.

**Special Note:** This section does not need to be completed if the contractor is a certified minority and women-owned business enterprise (dual certified) and responsible for one hundred percent of the contract performance. If this is the case, proceed to the signature section and attach a printout from the Directory of Certified Minority and Women-Owned Businesses available at <http://www.esd.gov> showing the contractor is a dual New York certified M/WBE. If the contractor is a NYS certified minority business enterprise (MBE) or women-owned business enterprise (WBE), this section needs to be completed to satisfy the goal for which the contractor is not certified. For example, if the contractor is a NYS certified MBE, the contractor is required to subcontract with a NYS certified WBE to achieve the WBE Project goals.

7. Signature Section: Sign, print name, enter telephone number and date.



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.

<b>Solicitation No.:</b>	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force
<b>Contractor/Subcontractor's Name:</b>		<b>Submit completed form to:</b> NYS Dept of Corrections and Community Supervision Contract Management Unit 97 Central Avenue Albany, NY 12206
<b>Contractor/Subcontractor's Address:</b>		
<b>FEIN:</b>	<b>Telephone #:</b>	

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								Disabled		Veteran			
		Total Male (M)	Total Female (F)	White (Not Hispanic/Latino)		Black (Not Hispanic/Latino)		Hispanic or Latino		Asian (Not Hispanic/Latino)		American Indian or Alaskan Native (Not Hispanic/Latino)		(M)	(F)	(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																	
<b>PREPARED BY (Signature):</b>								<b>TELEPHONE NO.:</b>				<b>DATE:</b>					
								<b>EMAIL ADDRESS:</b>									
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>								<b>FOR AGENCY USE ONLY</b>									
								<b>REVIEWED BY:</b>				<b>DATE:</b>					

**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 D

### Documents/Exhibits

1. Appendix A, *Standard Clauses for New York State Contracts*
2. **Procurement Lobbying Certification**, Compliance with State Finance Law §139j and §139k and Contractor's Certification of Compliance with State Finance Law
3. Proposal Cover Sheet for RFP 2013-03
4. Bid Submission Checklist
5. RFP 2013-03 Attachments and Required Documents
6. Instructions for Form A and Form B
  - a. Form A
  - b. Form B

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

**TABLE OF CONTENTS**

	<b>Page</b>
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, 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. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public

benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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.

## PROCUREMENT LOBBYING CERTIFICATION

By signing, the offerer/bidder affirms that it understands and agrees to comply with the NYS Office of General Services (OGS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm> and  
<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Prior Non-Responsibility Determinations – State Finance Law §139-k**

1. Has any Government Entity made a finding of non-responsibility against this organization/company? **No** **Yes**
  
2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? **No** **Yes**
  
3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information? **No** **Yes**

*If yes to any of the above questions, provide complete details on a separate page and attach.*

### **Offerer Certification:**

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

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

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

### **Procurement Lobbying Termination**

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

## Proposal Cover Sheet for RFP 2013-03

NAME OF FIRM			
ADDRESS			
PRINTED NAME/SIGNATURE			
TITLE			
EMAIL ADDRESS			
PHONE #		FAX #	
New York State Vendor ID			
FEDERAL ID (FEIN) #			
DUNS #			
IF THE COMPANY USES, OR HAS USED IN THE PAST TEN (10) YEARS, ANY OTHER BUSINESS NAME, FEIN, VENDOR ID, OR D/B/A PLEASE PROVIDE NAME, FEIN, AND/OR DBA:			

Number of Years in Business: \_\_\_\_ Number of Years of Experience Providing Solicited Service: \_\_\_\_

Form submitted to show compliance with New York State Workers Compensation Insurance requirements:

**CE-200** \_\_\_\_ or **C-105.2** \_\_\_\_ or **U-26.3** \_\_\_\_ or **SI-12** \_\_\_\_ or **GSI-105.2** \_\_\_\_

Form submitted to show compliance with New York State Disability Benefits Insurance requirements:

**CE-200** \_\_\_\_ or **DB-120.1** \_\_\_\_ or **DB-155** \_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX:

- |  |                     |
|--|---------------------|
| <input type="checkbox"/> NYS Minority-owned Business (MBE)           | Registration# _____ |
| <input type="checkbox"/> NYS Women-owned Business (WBE)              | Registration# _____ |
| <input type="checkbox"/> NYS Small Business (SB)                     | Registration# _____ |
| <input type="checkbox"/> NYS Disadvantaged Business Enterprise (DBE) | Registration# _____ |
| <input type="checkbox"/> None of the above                           |                     |

(Note: Information provided on this form should match, when applicable, to information provided on Vendor Responsibility Questionnaire/ or on the online version of the document.)

Bid Submission Checklist  
RFP 2013-03 Inmate Parenting

(See also, *RFP 2013-03 Attachments and Required Documents*)

Required document	Type of Submission	Included with Bid Submission
<b>Procurement Lobbying Certification (Attachment D)</b>	Include three signed, completed, and notarized hard copies	<input type="checkbox"/>
<b>Vendor Responsibility Questionnaire (RFP, Section 5.13)</b>	Complete online using the OSC VendRep System at <a href="http://www.osc.state.ny.us/vendrep/vendor_index.htm">http://www.osc.state.ny.us/vendrep/vendor_index.htm</a> , or download the latest version and submit a completed and signed original with the Proposal: <a href="http://www.osc.state.ny.us/vendrep/forms_vendor.htm">http://www.osc.state.ny.us/vendrep/forms_vendor.htm</a>	<input type="checkbox"/>
<b>Form ST-220 CA:</b> Complete this form to certify that Form ST-220-TD has been filed with NYS Tax Department. (RFP, Section 5.15)	All Bidders should be prepared to verify compliance with NYS Tax Law <a href="http://www.tax.ny.gov/forms/other_sales_tax_forms">www.tax.ny.gov/forms/other_sales_tax_forms</a>	<input type="checkbox"/>
Required M/WBE Forms (Attachment C)	Please access the forms at <a href="http://www.parole.ny.gov/rfps">www.parole.ny.gov/rfps</a> . Download and sign completed forms	<input type="checkbox"/>
Completed Worker's Compensation and Disability Forms	<b>Workers' Compensation -</b> <a href="http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp">http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp</a> <b>Disability Benefits -</b> <a href="http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp">http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp</a>	<input type="checkbox"/>

RFP 2013-03 Attachments and Required Documents

Location of Form/Document	Document Title	Original Signature (forms with * need to be notarized)	Required with Submission of Proposal
<b>Attachment A</b>	New York State Department of Corrections and Community Supervision Facilities and Regional Map	No	No
<b>Attachment B</b>	DOCCS Directives: #2216 #4736 #4750	No	No
<b>Attachment C</b>	MWBE Requirements and Forms	Yes	Yes
<b>Attachment D</b>	Contract Documents: Appendix A	No	No
<b>Attachment D</b>	Procurement Lobbying Certification	Yes*	Yes
<b>Attachment G</b>	Non-Disclosure Agreement	Yes*	No
<b>RFP, Section 5.13</b>	Vendor Responsibility Questionnaire	Yes*	Yes
<b>RFP, Section 5.15</b>	<b>Form ST-220 CA</b> (Complete this form to certify that Form ST-220-TD has been filed with NYS Tax Department.)	Yes*	Yes
<b>RFP, Section 5.17</b>	Workers' Compensation/NYS Disability Coverage required forms	No	Yes

# Instructions

## Consultant Disclosure Legislation Requirements – Forms A & B

Chapter 10 of the Laws of 2006 amends State Finance Law §8 and §163 by requiring that contractors annually report certain employment information to the contracting State agency, the Department of Civil Service (DCS) and the Office of the State Comptroller (OSC). Complete details are contained in Bulletin G-226, "Consultant Disclosure Legislation".

To insure compliance with the law, contractors agree to submit information as described below:

### **FORM A\***

Contractor's Planned Employment from Contract Start Date through the End of the Contract Term.

**Action Required:** Form A must be completed and submitted by the bidder or contractor before a contract action can be processed. A "contract action" is defined as a new contract, renewal, amendment, extension, etc.

#### **Completing the form:**

Employment Category:	List the job titles that will be paid under the contract and the O*NET job code for each title; (see GFO Bulletin XI.18.C; p.4).
Number of Employees:	Enter the number of employees in each job title.
Hours to be Worked:	Estimate the number of hours to be worked by staff in each job title for the term of the contract.
Amount Payable:	Calculate the estimated salary + fringe in each job category.

### **FORM B\***

The Contractor's Annual Employment Report is used to annually report the actual employment data for the most recently concluded fiscal year (April 1<sup>st</sup> – March 31<sup>st</sup>).

**Action Required:** Form B must be submitted after March 31 but by May 15<sup>th</sup> of any year in which a contract has been active for any part of the prior State fiscal year (April 1st – March 31<sup>st</sup>). Form B is to report the actual employment data for the preceding State fiscal year period.

**The contractor must send a copy of Form B, each year, by May 15<sup>th</sup>, to all of the following:**

DOCCS  
1220 Washington Ave. Bldg. 2  
Division / Unit: Ministerial,  
Family, & Volunteer  
Services  
Albany, NY 12226-2050

Office of the State  
Comptroller  
Bureau of Contracts  
110 State St., 11th Floor  
Albany, NY 12236

Dept. of Civil Service  
A. E. Smith Office Bldg.  
Albany, NY 12239

Attn: Theresa Richey,  
Asst. Director

Attn: Consultant Reporting

Attn: Executive Office





**Attachment E**

**Technical Submission Guide**

## **Attachment E**

### **Scope of Services: Technical Proposal Submittal Guide RFP 2013-03 Inmate Parenting Program**

Technical Proposals should address the Scope of Services. The overall score for this part of the submission is worth 70% of the final combined score. Please address the following specific components in your responses at a minimum. Bidders should reference the subsection for the component in the Technical Proposal submission.

**Do not include any cost information in the Technical Proposal submission.**

#### **Bidder's Experience (2.1.2)**

Bidders should submit the following:

1. A description of the organization's experience (including present activities and those within the past five years) operating inmate parenting and children's service programs; or related programs for convicted felons; or community-based parenting programs
2. A detailed description of the Bidder's qualifications for providing the services described throughout the RFP.
3. A detailed description of program results (e.g. how many individuals completed the training) directly related to the Bidder's past similar or comparable programs including a succinct description of the scope(s) for the program(s) and the population(s) served.

#### **Comprehensiveness and Quality of Program Design**

4. The selected provider will deliver the family support services and staff training described in this RFP, with the overall goal of reducing the effects of incarceration on the families and helping inmates strengthen family bonds to best facilitate a successful return to family and community **(2.3.2)**.

To address this subsection, include the following in your proposal:

- a. program plan with a statement of program philosophy
- b. description of the overall program design and a description of program components consistent with the Department's desired program goals
- c. outline of the curriculum and the proposed program schedule that include details regarding any A/V support/educational materials
- d. list of job titles and functions
- e. job descriptions
- f. required staff qualifications
- g. staff assignments and work schedules
- h. space requirements
- i. if outside consultants will be used and, if so, details including availability of résumés

## **Attachment E**

### Scope of Services: Technical Proposal Submittal Guide RFP 2013-03 Inmate Parenting Program

5. Describe how you plan to implement an attendance policy in the Bidder's proposed program for the inmates participating in the program. **(2.3.3)**
  
6. Describe the proposed program that will conform to the following standards **(2.3.4)**:
  - a. The group is expected to be facilitated by a qualified contract staff person with approximately 15-20 inmates who are referred to the program by facility program services staff.
  - b. At each facility, the group shall meet on a weekly basis on designated days and times. Completion of the primary parenting component will require 32-48 hours. (For example: A 48-hour curriculum delivered 2 hours/2 days per week will meet for a 3 month period.)
  - c. Strengthening Marriage and Family Relationships component will require 24 classroom hours.
  - d. A minimum of two program cycles must be held in a one-year period at each facility.
  - e. Focus of the groups shall be parenting, family relationships or other curriculum that supports the overall program goals.
  
7. Provide an overall statement of the goals of the program including the following key program components, and explain how the Bidder will implement the services in each of the program components:
  - a. Inmate parenting education and training (2.4.1)
  - b. Strengthening marriage and family relationships (2.4.2)
  - c. Individual and family counseling (2.4.3)
  - d. Children's visiting centers (2.4.4)
  - e. Development and provision of training for designated DOCCS staff aimed at facilitating the aforementioned goals (2.4.5).
  
8. Describe the multi-modality approach the Bidder will use for the group format. **(2.3.5)**
9. Describe the evidence-based practices that the Bidder's proposed program plan will include. Specify the supplemental readings and describe the proposed homework assignments **(2.3.6)**.

#### **Key Program Components:**

#### **10. Inmate parenting education and training (2.4.1)**

- a. Provide the proposed curriculum to be used for the inmate parenting training. Include a broad and diverse array of training topics that are relevant and appropriate for the inmate population.
- b. Describe the evaluation process including the pre- and post-assessments to be used.

## **Attachment E**

### Scope of Services: Technical Proposal Submittal Guide RFP 2013-03 Inmate Parenting Program

- c. Describe how Bidder will provide inmates with skills to make healthy lifestyle choices and to make decisions that are in the best interests of the inmates and their children.

#### **11. Strengthening marriage and family relationships (2.4.2)**

Describe how Bidder proposes to strengthen marriage and family relationships with the following objectives:

- a. Addressing the effects of incarceration on relationships and family dynamics
- b. Introducing educational materials that combine lessons promoting individual life skills, couple relationships, parenting, step-families and co-parenting skills
- c. Encouraging awareness of negative cognitive and behavioral patterns and practicing skills that enhance individual and family well being
- d. Identifying strengths and specific areas of challenge that require additional work and focus.

#### **12. Individual and family counseling services:** Describe the Bidder's plan to achieve the goals of the family counseling component including the following **(2.4.3)**:

- a. Conducting family needs assessments for participating family members, with the goal of identifying needs in order to provide community referrals for family members.
- b. Providing family counseling sessions for participants and their family members for the enhancement of communication skills and conflict resolution.
- c. Mitigating the negative psychological and emotional effects resulting from incarceration.
- d. Assisting with family re-entry by the creation of a family action plan that promotes supportive and beneficial relationships.

#### **13. Children's Centers:**

Provide the Bidder's plan to staff the children's centers at the specified locations during the hours and days required. Describe how the plan will support the goal of improving or maintaining inmates' relationships with their children **(2.4.4)**.

Plans should address the following objectives identified in the RFP:

- a. Providing family friendly, engaging environment to facilitate the maintenance of family bonds.
- b. Allowing for the incorporation of skills learned in the parenting education component.
- c. Assisting fathers time to address the needs of their children enhancing the fathers' capacity to nurture and socialize with their children.

#### **14. Bidders must describe in their proposal their training plans for inmates who will work in the Children's Centers.**

## **Attachment E**

### Scope of Services: Technical Proposal Submittal Guide RFP 2013-03 Inmate Parenting Program

#### **15. Training DOCCS Staff (2.4.5):**

Provide the Bidder's plan to train DOCCS staff to ensure awareness of the impact of incarceration on children and families of the inmates. Plans should address at a minimum the following:

- a. Developing of communication skills that help improve positive interactions
- b. Understanding age-appropriate interactions and behavior expectations
- c. Awareness of cultural factors related to children and families

The training plans should include the following:

- d. Description of the training curriculum
- e. Objectives and goals of the training
- f. Proposed training methodology
- g. Training topics proposed to supplement the topics

#### **Records and Reporting Requirements (2.5)**

**16.** Provide the plan to maintain case records for each program participant, including the following:

- a. Individual assessments
- b. Progress notes
- c. Discharge summaries
- d. Evaluations

**17. Monthly Reports (2.5.2):** Describe the Bidder's proposed monthly report format.

Describe how the Bidder will incorporate the pre- and post-assessment results to be used for comparison purposes.

**18. Quarterly Reports (2.5.3):** Describe the Bidder's proposed quarterly report format that will include a summary of accomplishments during the quarter, any program accomplishments, problems encountered, and the plans to address problems encountered. The quarterly reports should also present cumulative data for the program.

**19. Annual Reports (2.5.4):** Describe the Bidder's proposed annual report detailing the activities, accomplishments, and expenditures for the contract year.

## **Attachment E**

### Scope of Services: Technical Proposal Submittal Guide RFP 2013-03 Inmate Parenting Program

#### **Program Monitoring/Staffing and Background**

##### **Program Monitoring and Improvement (2.6)**

**20.** Detail the Bidder's plan to monitor its delivery of services and ensure timely responses to problems encountered. Include how the Bidder proposes to use the results to improve services. Include a supervision and development plan for staff.

**21. Staffing and Background Checks (2.7):** Include a list of staff that will oversee or perform the contracted duties at the correctional facilities. The Bidder should plan to maintain and make available a current listing of staff that includes titles/functions qualifications, salaries, and assignments.

Include a plan for proposed staff members to complete the Volunteer Services process according to Directive #4750.

# **Attachment F**

## **Cost Proposal Format**

## **Attachment F Inmate Parenting Program Cost Proposal**

Bidders should submit proposed costs for a 12-month period. Use the format on the page 2 of this Attachment F to calculate the total cost proposal for a 12-month period.

Bidders must submit a detailed one-year (12 months) budget that includes costs related to personnel and non-personnel service costs (expenses).

Indicate the fulltime equivalent (FTE) percentage of the salaries for staff that will be used for the program services under the resulting contract. Bidders should calculate the percentage based on the projected hours in a 40-hour week that the staff will be working under the resulting contract. The proposed budget must be accompanied by a detailed budget narrative that explains all proposed costs. The budget must account for the following, as applicable:

### **Personnel Service**

Administrative staff

Line staff

Fringe benefit

Other personnel service costs  
(specify)

Total personnel service costs

### **Non-personnel Services**

Supplies and materials

Equipment

Telephone

Other non-personnel service costs  
(specify)

Total non-personnel service costs

Totals for each budget component and the budget grand total must be clearly indicated. Travel costs, if applicable, may not exceed the NYS travel rates published by the Office of the State Comptroller at [www.osc.state.ny.us/agencies/travel](http://www.osc.state.ny.us/agencies/travel).

Final budgets are subject to negotiation with the awarded vendor.

## Attachment F Inmate Parenting Program Cost Proposal

Personnel					
	Title	Salary	Fringe Benefits	FTE <sup>i</sup>	12-month budget
<b>Total Personnel Cost for 12months</b>					\$
Non-personnel costs for 12-month period					
(Itemize the cost for all planned expenditures)					
Office supplies (example)					
Staff travel (example)					
Telephone					
<b>Total non-personnel expenses for 12-month period</b>					\$
<b>Total Personnel Expenses for 12-month period</b>					\$
Total 12-month proposed costs					
<b>Total 12-month proposed costs</b>					\$

<sup>i</sup> Indicate the percentage of the salary (based on a 40-hour week for a 12-month period) for the staff members listed that will be dedicated to performing services under the resulting contract.

# **Attachment G**

## **Non-Disclosure Agreement**



---

## 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 THEREFORE**, 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 WHEREOF**, 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