



STATE OF NEW YORK
EXECUTIVE DEPARTMENT
DIVISION OF PAROLE
97 CENTRAL AVENUE
ALBANY, NY 12206

ELIOT SPITZER
GOVERNOR

GEORGE B. ALEXANDER
CHAIRMAN

February 29, 2008

Dear Administrative Officer:

This letter is to inform you that on March 3, 2008, the Division of Parole (DOP) will release Request for Proposal (RFP) 2007-09 Secure Stabilization Programs. The RFP and all associated materials and forms are available on the NYSDOP website at: www.parole.state.ny.us, Request for Proposals.

This RFP will enable the Division to award contracts for Secure Stabilization Programs and/or Secure Stabilization Housing for male individuals under supervision and/or civil management by the Division of Parole. Please note there will be a formal non-mandatory Bidder's Conference on Tuesday, **May 6, 2008**, at the Division's Central Office, 97 Central Avenue, Albany, the Division's New York Metro I Office (3rd Floor Conference Room), 119 West 31st Street, New York, and at the Division's Buffalo Office, 460 Main Street, Buffalo (video conferencing will be used at all sites). To confirm your attendance and be advised of the time of the conference, please call the Administration Office at (518) 473-3901. Due to space limitations, only two representatives from each organization may attend the conference. Any questions pertaining to this proposal should be addressed in writing to Mr. Jeffrey Nesich, Director of Parole Administration, and e-mailed to contracts@parole.state.ny.us. Questions must be submitted by **May 19, 2008**. Answers to all questions will be posted on the NYSDOP website no later than May 23, 2008.

Proposals must be received by **12:00 noon on June 6, 2008**. Proposals that are late for any reason will be rejected. Faxed or e-mailed copies are not acceptable.

Please call me if you need any additional information (518) 473-3901.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey W. Nesich", written over a large, stylized flourish.

Jeffrey W. Nesich
Director of Parole Administration

New York State
Division of Parole

Request for Proposal
RFP 2007-09
Secure Stabilization Programs

Eliot Spitzer
Governor



Division of Parole

George B. Alexander
Chairman

NYS DIVISION OF PAROLE

REQUEST FOR PROPOSAL 2007-09 SECURE STABILIZATION PROGRAMS

COMPONENT A: SECURE STABILIZATION PROGRAM (SSP) COMPONENT B: SECURE STABILIZATION HOUSING FACILITY (SSHF)

I. Purpose

The NYS Division of Parole invites proposals from State, Local, and Federal governmental entities, and not-for-profit providers, to provide secure stabilization programs and/or secure stabilization housing to male individuals under supervision by the Division of Parole (DOP). All such individuals will be persons who currently, or who are likely to, present themselves as homeless or inappropriately housed in the community. Additionally, many of these individuals will have specialized supervision services through the Division due to histories of mental illness, mental abnormality, substance abuse, recidivism risks and/or other complex community reentry requirements.

All participants will be subject to community restrictions and monitoring by the Division through one or more of the following provisions:

- Conditions of Parole supervision;
- Order of Strict and Intensive Supervision and Treatment;
- Electronic monitoring programming;
- Curfew;
- Geographic restrictions;
- Polygraph examination;
- Substance abuse testing;
- Registration with the New York State Sex Offender Registry.

The Division seeks to intensify its public protection efforts by securing stable housing in the community designed specifically to provide a highly secure setting that will enhance and support a Parole Officer's management of a participant's daily living activities, location in the community and access to treatment and other services designed to protect the public from recidivistic conduct.

The following client groups are identified as eligible for these residence types (Secure Stabilization Program SSP or Secure Stabilization Housing Facility SSHF). Proposals must propose services for both client groups. Any proposal that does not include the provision of services to both groups will be disqualified.

Client Group A: Individuals under parole supervision who are assigned to standard caseloads and who have complex community reentry requirements that necessitate enhanced housing for stabilization, programming and supervision purposes.

Client Group B: Individuals under parole supervision who are assigned to a specialized caseload reduced in size and with intensified supervision standards. This group may include persons with mental illness, those with domestic violence histories and/or individuals determined by a County or Supreme Court to require civil management as a sex offender under Article 10 of the Mental Hygiene Law and placed under the supervision of the Division of Parole. This client group does not include those with convictions of arson.

All contract award programs must commence operations within 180-days of contract start date. However, the Division desires programs to be operational on the first day of the contract, or as close to that as is possible. DOP officials will conduct site visits within 15-days of contract award notification. Contract terms will cover a period of five-years, effective 9/1/08 to 8/31/13. The components of this Request for Proposal (RFP) are as follows:

Component A: Secure Stabilization Program (SSP) – A SSP is a highly structured and secure community based program that will provide the full range of services described in Attachment B, Scope of Services. The program must provide program staffing adequate to the residence population, 24/7 security staff coverage and ancillary security system features. The SSP will provide a 90-day curriculum, moving participants through a phased program, assisting participants in coordination with the participant’s Parole Officer in identified areas of need (i.e. treatment services, housing, employment, etc.) and helping them to transition to traditional community housing. The program may serve participants for a maximum of 120-days, renewable with the approval of the DOP.

Component B: Secure Stabilization Housing Facility (SSHF) - A SSHF is a highly structured and secure community based facility that will provide the full range of services described in Attachment C, Scope of Services. The facility must provide 24/7 security staff coverage and ancillary security system features. The facility may serve residents for a maximum of 120-days, renewable with the approval of the DOP.

The Division seeks to establish secure housing opportunities either, SSP and/or SSHF, throughout New York State under the following general provisions and designated Catchment areas. Please note that the number of beds awarded to each successful contractor through this RFP may increase over the period of the contract, based on the mutual agreement of the Division of Parole and the contractor, subject to Office of the State Comptroller (OSC) approval.

Catchment Area I:

Metro I

Programs/facilities desired in the following counties:

Bronx - Five (5) to Fifty (50) beds

Manhattan - Five (5) to Fifty (50) beds

Catchment Area II:

Metro II

Programs/facilities desired in the following counties:

Brooklyn - Five (5) to Fifty (50) beds

Queens - Five (5) to Fifty (50) beds

Catchment Area III:

Programs/facilities desired in the following counties:

Nassau County - Five (5) to Twenty (20) beds

Suffolk County- Five (5) to Twenty (20) beds

Westchester County - Five (5) to Twenty (20) beds

Catchment Area IV:

Programs/facilities desired in the following counties:

Albany County - Five (5) to Twenty (20) beds

Oneida County- Five (5) to Twenty (20) beds

Onondaga County - Five (5) to Twenty (20) beds

Schenectady County - Five (5) to Twenty (20) beds

Catchment Area V:

Programs/facilities desired in the following counties:

Broome County - Five (5) to Ten (10) beds

Erie County - Five (5) to Twenty (20) beds

Monroe County - Five (5) to Twenty (20) beds

II. Background and Demographic Profile

The New York State Division of Parole is a criminal justice agency responsible for the community supervision of a statewide population of offenders who have been released from State-operated Correctional Facilities. Release from incarceration can occur by discretionary action of the Parole Board, by statutory release based on “good time” credit (conditional release) or in the case of determinate sentences, release to post-release supervision.

Currently, there are approximately 44,000 offenders under active supervision within New York State. Of these, 93% are male, 52% Black, 27% Hispanic and 20% White. Approximately one-third are between 16 and 30 years of age, another one-third between 31 and 40 years of age, and the remaining third 41 years of age or older. Three out of four have a drug abuse history, 79% have attended some High School, and 52% of those able to work are unemployed. The crimes of conviction for 42% of this population involve crimes against persons/violent crimes, 16% involve property/non-violent crimes, 40% involve drug-related offenses, and 2% are adjudications as Youthful Offenders or are Juvenile Offenders. Four percent of this population are on the Sex Offender Registry.

Offenders released from incarceration may experience a variety of transitional issues and have special needs in the areas of substance abuse, housing, health, mental illness, employment and family reintegration. A productive, lawful transition to society depends on appropriate linkages to community resources and services. In addition, offenders already under supervision may require temporary stabilization with assessment, referral and treatment services to remedy community adjustment issues.

III. SCOPE OF SERVICES

The required Scopes of Services are included as *Attachments B& C*. Please review carefully.

IV. EVALUATION PROCESS

The Division of Parole will award contracts based upon evaluation of all aspects of the program according to the needs of the agency and the best interests of the State of New York. Awards will go to providers whose proposals provide the **best value** as determined by the Division. If two offers are found to be equivalent, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

Any original proposal submitted with incomplete information or absent information, including, but not limited to, the Certificate of Occupancy, requested Budget, and Signed Cover Sheet, will not receive award consideration. Additionally, RFP reviewers will not read or evaluate any information contained in the response to Attachments D&E, if those pages minus the Budget attachments exceed the 15-page limit.

A committee of Division managers will evaluate all proposals to determine which proposals are most capable of implementing the Division's requirements based on the following criteria:

Phase I

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

Pass/Fail Checklist

Completed and submitted the following:

- Original signed proposal plus eighteen (18) copies
- Fifteen (15) page Proposal Response Narrative (*Attachments D&E*)
- Application Cover Sheet (*Attachment F*) **including ability/capacity to service both Client Group A and B**
- Budget Form(s) and Narrative Justification(s) (*Attachment G*)
- Copy of updated Certificate of Occupancy or equivalent

- Copy of any applicable licenses
- Copy of Certificate of Incorporation; if applicable

Phase II

Phase II will consist of an evaluation of your detailed programmatic proposal, including references and financial components (see *Attachments D&E* for specific format and instructions):

Agency Summary (10 points)

Willingness and ability to comply with all components in the required Scope of Services (30 points)

Population to be Served (10 points)

Experience/References (15 points)

Program Performance (15 points)

Budget/Fiscal: competitiveness of the total proposed costs, (as determined on a per client slot basis) including application of any and all third party revenue (20 points)

Points will be awarded for each category as listed above. A passing score of at least 70 points will be required to receive award consideration. Awards will be made to proposals with the highest point allocation.

Catchment areas will be adjudicated in the following order based on a determination by the Division of where the greatest programmatic needs exist:

Catchment Area IV
Catchment Area V
Catchment Area III
Catchment Area II
Catchment Area I

Round 1

For each catchment area, all counties will be evaluated with one award per catchment area to the proposal with the highest point allocation. If a catchment area has no acceptable (passing score of at least 70) proposals for Component A, then the committee will adjudicate the Component B proposal for that catchment area only.

Round 2

The remaining counties in each catchment area will be adjudicated with one additional award made per each catchment area to the proposal with the highest point allocation. If a catchment area has already advanced to consideration of Component B, then the review stays with that component.

Round 3

If sufficient funding exists, the Division will advance to Round 3 in the same process as Rounds 1 and 2 above.

Round 4

If Round 4 is considered, it will follow the same process as Rounds 1, 2, and 3 above.

COMPONENT SELECTION

The evaluation committee has established a preference for Component A. Only after Component A has been fully considered will Component B be adjudicated in the same process as detailed above. For both or either component, the Division reserves the right to not advance beyond Round 3 if it is determined to be in its best interest. Please note Component B may only receive award consideration if sufficient funding exists to do so. Component A responses will be reviewed and awarded for Component A only; Component B responses will be reviewed and awarded for Component B only. If a provider submits a proposal for both components, they must be separate proposals, each submitted pursuant to the questions in Attachments D & E.

V. PROPOSAL SUBMISSION

Proposals must be submitted in accordance with the following format:

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

Submitted proposals must include documents as noted below:

Fifteen (15) page Proposal Response Narrative (Attachments D&E) (you will be specifically scored on this submission);
Completed Application Cover Sheet (Attachment F);
Completed Budget Form(s) and Narrative Justification(s) (Attachment G);
Copy of updated Certificate of Occupancy or equivalent;
Copy of any applicable licenses; and
Copy of Certificate of Incorporation; if applicable.

The original proposal signed by the Chief Executive Officer of the agency plus eighteen (18) copies must be included.

NOTE: ANY PROPOSAL THAT IS SUBMITTED LATE OR BY FAX WILL NOT BE CONSIDERED.

VI. STIPULATIONS

Issuance of this RFP does not commit the Division to award any contracts or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the applicant.

The Division reserves the right to:

- Amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All applicants who have received this RFP will be supplied with all amendments or additional information issued.
- Make typographical corrections to proposals, with the written concurrence of the applicant.
- Correct computational errors with the written concurrence of the applicant.
- Change any of the scheduled dates stated herein with written notice to all applicants who have received this RFP.
- Disqualify proposals that fail to meet mandatory requirements.
- Amend, modify, or withdraw this RFP at any time and without notice to or liability to any applicant or other parties for expenses incurred in preparation of a proposal.

The application shall be signed by an official authorized to bind the applicant and shall constitute a firm offer by the applicant for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with successful applicants.

Applicants may propose to partner or sub-contract with other entities to meet the terms of this RFP. In such a case, however, the Division of Parole will only communicate with the applicant, not the partner or sub-contractor. If applicant proposing such is awarded, the partner or sub-contractor will be required to complete a Vendor Responsibility Questionnaire. Applicant must represent that the services provided are secular and provided without regard to religious, ethnic, or gender factor, and do not directly or indirectly favor or foster a single sectarian view or religion.

Contract awardees will be required to assure compliance with certain provisions required by both State and Federal Law. These include, but are not limited to, assurance of non-discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Applications from Minority and Women-Owned Enterprises are encouraged.

Public announcements or news releases pertaining to the selection of the applicant or award of a contract must not be made without prior written approval from the Division of Parole.

Unsuccessful applicants will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful applicants upon request of those applicants at a date, and time, and location convenient to both Division of Parole and the applicants concerned.

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

VII. REQUIREMENTS

Proposals should demonstrate:

That the applicant is licensed, if applicable, or will become licensed to provide such services at the designated location and that they have an updated Certificate of Occupancy or equivalent, and can deliver services at the identified location.

That the program can start within 180-days of contract start date.

That the applicant can provide the services to releasees described in Section I above in a manner that best meets the needs and operation of the agency.

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

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

That the applicant has a willingness to work with the Division to achieve any goals established relative to sub-contracting or purchasing of supplies from Minority and Women-Owned Businesses.

That the applicant has the ability to service Spanish-speaking clients.

That the applicant has established a TB Control Plan and an agency Policy and Procedure Manual.

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

Compliance in providing the attached forms:

Minority and/or Women Owned Business Enterprises (MBE) (WBE) (Attachment H)

Subject to the requirements of Article 15-A of the Executive Law, the Division of Parole has established MBE goals of ten (10) percent participation for Region I and Region II and five (5) percent participation for Regions III, IV, and V; of the dollar value of this agreement by certified minority-business enterprises (MBE's) as subcontractors and suppliers on this project for the provision of services and materials. Likewise, the Division of Parole has established WBE goals of eight (8) percent participation for Region I and Region II and four (4) percent participation for Regions III, IV, and V; of the dollar value of this agreement by certified women-owned business enterprises (WBE's) as subcontractors and suppliers on this project for the provision of services and materials. These percentages are not set asides or quotas, but are only targets. Percentages do change according to MWBE availability and the type of service or commodity the Division of Parole contracts. All bidders should submit a brief description of how MBE/WBE goals will be met. Selected bidders should be prepared

to submit an MWBE Utilization plan (MWBE1), which meets the above goal percentages within seven (7) business days after date of award notification by Parole. Parole's Affirmative Action Office will assist the bidder in identifying certified MWBE firms within the bidder's geographic area.

In accordance with Section 312 of Executive Law; Article 15-A, EEO (Equal Employment Opportunity) regulations mandate that all contractors and/or subcontractors as a precondition to entering into a valid and binding State contract shall agree: not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action. The contractor and/or subcontractor shall also submit a Staffing Plan (see *Attachment H*) of the anticipated workforce to be utilized on the contract, and an EEO Policy Statement (see *Attachment H*).

Accordingly, *Attachment H* forms will only have to be completed upon award notification.

Completion of the attached forms:

Certificate of Worker's Compensation Insurance (*Attachment I*)

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

C-105.2 – Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the Division upon request) PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; **OR**

WC/DB-100 Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; **OR**

SI-12 – Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the Division upon request).

Vendor Responsibility Questionnaire

The Division of Parole is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible.

Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire

can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Division of Parole or the Office of the State Comptroller for a copy of the paper form.

VIII. PROPOSAL SUBMISSION AND DUE DATES

There will be a non-mandatory Bidder's Conference on, **May 6, 2008** at the Division's Central Office, 97 Central Avenue, Albany, the Division's New York Metro I Office (3rd Floor Conference Room), 119 West 31st Street, New York, and at the Division's Buffalo Office, 460 Main Street, Buffalo (video conferencing will be used at all sites). To confirm your attendance and be advised of the time of the conference, please call the Administration Office at (518) 473-3901. Due to space limitations, only two representatives from each organization may attend the conference.

Any questions pertaining to this proposal should be addressed in writing to Mr. Jeffrey Nesich, Director of Parole Administration, and e-mailed to contracts@parole.state.ny.us. Questions must be submitted by **May 19, 2008**.

The original proposals plus eighteen (18) copies, including the completed application cover sheet (*Attachment F*), and proposed budget sheet (*Attachment G*), must be received no later than **12:00 Noon on June 6, 2008**. Any proposals received after this time will not be accepted.

Proposal original plus 18 copies must be received in a sealed envelope/box marked "**Proposal for Bid 2007-09**" and forwarded to:

**NYS Division of Parole
Contract Management Unit
Proposal for Bid 2007-09
97 Central Avenue
Albany, NY 12206**

ATTACHMENT A

Standard Clauses for All NYS Contracts

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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1. Executory Clause
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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office 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 State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Section 163 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following; as applicable),

- (1) has business operations in Northern Ireland;

Yes _____ No _____

If yes:

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

Yes _____ No _____

Signature

ATTACHMENT B

Component A
Secure Stabilization Programs

SCOPE OF SERVICES

ATTACHMENT B

COMPONENT A **SECURE STABILIZATION PROGRAM (SSP)**

SCOPE OF SERVICES

The goal of this program described herein is to maximize community safety and offender reintegration by providing safe and monitored housing for individuals subject to parole supervision.

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

The Contractor shall designate an administrative liaison for the program and fiscal management of the contract. The Division of Parole will designate a contract manager on the local level who will coordinate the Division of Parole's involvement with the service provider.

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

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

A. Administration

1. The Contractor shall have a written policy and procedure manual for staff program operation and control. In addition, the Contractor shall develop and issue to each resident a handbook that includes general information about program operation and the resident's responsibilities in the program. Said materials shall be in Spanish where applicable.
2. Program rules and regulations shall be subject to the approval of DOP and must clearly reflect policies regarding resident furloughs and passes as well as visitor policies. Upon admission, all residents shall be promptly advised in writing of the house rules, cardinal rules of the program and the discipline system. Such notice shall be in Spanish where applicable.

3. The Contractor shall attend and participate in meetings with DOP staff and other Contractors for the purpose of training, technical overview of performance under this contract, problems encountered and recommendations for program improvement.
4. The Chairman or his designee shall have immediate access to residents and all records pertaining to residents. Non-compliance with this section shall mean immediate termination of the contract.
5. No residents shall have the authority to supervise other residents. In addition, no residents shall have access to the records of other residents or to DOP computer equipment.
6. The Contractor must develop a specific plan, subject to approval by DOP, for searching for contraband.
7. The Contractor will maintain a current Certificate of Occupancy at the program site.
8. The Contractor shall establish adequate record-keeping systems that will ensure prompt, complete submission of all fiscal and programmatic forms to the Division of Parole, as required, on a monthly basis.
9. The Contractor must maintain a separate bank account for the receipt of releasee income. Disbursements for approved releasee expenses, victim restitution, and family supports shall be made out of the account by the provider, on behalf of the releasee with the remaining balance turned over to the releasee when the releasee leaves the program. The account must consist of a ledger card with a "running balance" for each client and a three-part renumbered receipt book (one copy for the releasee, ledger card and one to remain in the receipt book). Maintenance of this account must meet acceptable government accounting standards for internal controls.

B. Personnel

1. Each Secure Stabilization Program shall employ staff that is adequate in number to effectively conduct its program. Preferred staffing includes the following: a full-time Administrative Director; clinically competent Counselor(s) or Case Manager(s) to conduct needs assessments, stabilization planning, referral, follow up and counseling at a staff to resident ratio to be determined with approval of the Division; 24-hour staff on site coverage 7-days a week to provide security and control; and clerical support.

2. A minimum of one uniformed security guard per every fifteen parolees is required at all times (24-hours per day, 7-days a week, including holidays). However, at no time should there be less than two security guards on site during the period of 5pm to 9am.
3. The contractor shall provide security guards that meet the following requirements:
 - a. Minimum six months experience as a New York State Department of State (DOS) registered security guard (NYS Office of General Services (OGS) Level One).
 - b. Minimum 18 years of age.
 - c. Guard company shall maintain a copy of guard's I-9 Employment Eligibility Form in the guard file.
4. The Contractor shall maintain written job descriptions which accurately describe current duties for all personnel performing services under this contract. The job description shall be given to each employee. Staffing should reflect the diversity of the client population. In NYC and DOP Region III, an ability to serve Spanish-speaking releasees is required. Reasonable accommodation must be made available for the deaf and hearing impaired.
5. Hiring of all program staff is subject to approval by DOP. No individual who has been convicted of any crime that would bring into question the competence or integrity of the individual to provide services shall be employed in the Secure Stabilization Program.
6. To assure that staff members are free from any health problem that is a potential risk to clients or may interfere with the performance of their duties, staff members are to have an annual medical examination.
7. Contract Standards of Employee Conduct shall include, but are not limited to, the following:
 - a. No Contractor employee may fraternize with any participant except in a relationship that will further the approved goals of the Contractor's program. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or non tangible) gift, favor or service, from a resident or from any resident's family or close associate no matter how trivial the gift or service may seem. All staff is required to report to the Program Director any violation or attempted violation of these restrictions. In addition, no staff shall give any gifts, favors or services to residents, their families or close associates, or otherwise display preferential

treatment. The Contractor will report any violation or attempted violation to the Division of Parole.

- b. No Contractor employee shall enter into any business relationship with residents.
 - c. No Contractor employee shall have any outside contact (other than incidental contact) with a resident, his family or close associates, except for those activities which are an approved, integral part of the program and a part of the employee's job description.
 - d. Contractor employees are forbidden to engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor.
8. The Contractor shall notify all employees of the Standards of Employee Conduct and document this notification by having the employee sign and date a written Standards of Employee Conduct Agreement, a copy of which must be kept on file.
9. Any violation or attempted violation of the restrictions in this section shall be reported immediately to Parole staff. Any failure to so report or to take appropriate disciplinary action against an offending employee may subject the Contractor to sanction.
10. Program staff shall, in the rare instance when deemed necessary by DOP, provide testimony and supporting documentation in violation of Parole proceedings.

C. Facility

1. Each Secure Stabilization Program must have safe and adequate facilities to carry out its program. To ensure this, the Secure Stabilization Program must adhere to the following minimum space requirements as appropriate to the services provided:
- a. Sleeping quarters can service one or more residents based on the following requirements: sleeping area: 80 square feet per resident for single beds, or 50 square feet per resident for two-deck bunks or temporary usage. Maximum capacity per dormitory is 24;
 - b. Kitchen/Dining: 60 square feet for 5 or more occupants;
 - c. Assembly: 6 square feet per person;
 - d. Education Rooms: 20 square feet per person, with a maximum of 40 persons in the room at one time;
 - e. Professional Office space/Polygraph room with a window in the door;
 - f. Recreation and/or Conference room.

2. Each Secure Stabilization Program must have, at a minimum, the following security features:
 - a. Multiple telephone lines installed for electronic monitoring requirements;
 - b. Site Video Taping and Surveillance at each dooredexit/entry;
 - c. 24/7 Security System to alert and control entry and exit.

3. Each Secure Stabilization Program site must be in compliance with the following location parameters:
 - a. Program sites must be located in areas that are not restricted through local laws, ordinances or rules regarding the presence of sex offenders in the community. If no local ordinance exists, the site must be at least 1000 feet from school grounds as defined in Section C: 3b-i.

 - b. The site shall not be located in an area in proximity to school grounds as that term is defined in Penal Law §220(14) (below), or any other facility or institution primarily used for the care or treatment of persons under the age of eighteen (18).
 - i. “*School grounds*” means (a) in or on or within any building, structure, athletic playing field, playground or land contained within the real property boundary line of a public or private elementary, parochial, intermediate, junior high, vocational, or high school, or (b) any area accessible to the public located within 1000 feet of the real property boundary line comprising any such school or any parked automobile or other parked vehicle located within one thousand feet of the real property boundary line comprising any such school. For the purposes of this section an “area accessible to the public” shall mean sidewalks, streets, parking lots, parks, playgrounds, stores and restaurants.

 - c. Preferably, the program site will be in close proximity to a police station or parole office.

 - d. Preferably, the programs site will be in close proximity to modes of public transportation for access to community services and employment opportunities.

4. Each Secure Stabilization Program must be clean, sanitary, safe, suitable for the comfort and care of the residents, must comply with all zoning, fire, and safety codes, and must have, as appropriate:

- a. An interior fire alarm system with sound and light sufficient to alert all occupants. Such system must be maintained in operating condition;
- b. Carbon Monoxide detectors installed within 15 ft of primary entrance to sleeping areas;
- c. Sufficient fire extinguishers or appropriate size and type with a tag showing the latest recharging date. Extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of fire;
- d. Smoke and fire barriers with a one hour fire rating installed between floors of buildings of more than two stories;
- e. Walls and doors with a minimum of one hour fire rating for all corridors of residential buildings of more than two stories;
- f. Two means of egress with doors equipped with appropriate hardware and in compliance with the applicable codes;
- g. The building will conform to the NYS Uniform Fire Prevention and Building Code (Title 9 NYCRR) occupancy classification for multiple dwellings;
- h. Exit signs of legible letters not less than 6 inches high and $\frac{3}{4}$ inch wide strokes, on contrasting backgrounds. Illuminated exit signs of same size letters are required in places of assembly and at exits of residential building corridors and passages;
- i. Adequate protection from hazards in heater and boiler rooms;
- j. A smoke detector that emits a distinctive signal of its own, or activates the fire alarm system. A direct connection to the local fire department is advisable where available. In its absence, a telephone shall be provided on each floor, with the local fire department's telephone number posted in bold print on a contrasting background;
- k. Storage facilities for personal articles in all approved bedrooms;
- l. Adequate lighting and ventilation;
- m. There shall be a minimum of one toilet and one sink for up to 10 residents and a minimum of one tub or shower for up to 10 residents. All facilities shall provide sufficient lavatory facilities to insure the privacy of male residents;

- n. A building heating system capable of supplying sufficient heat to maintain a temperature of 68 degrees Fahrenheit;
 - o. Furnishings which include comfortable beds;
 - p. Linen supplied at least weekly, including three towels;
 - q. Dining space and a comfortable living room with facilities for recreation;
 - r. An adequate and safe water supply; and
 - s. Proper disposal of waste and sewage.
5. Each Secure Stabilization Program shall observe at least the following safety precautions:
- a. Fire drills, utilizing the interior fire alarm system, shall be conducted every month. They shall be held at different times of the day and night when the building is occupied. A written record shall be maintained, indicating the time the drill is held, the number of participants and how long it took to evacuate the building;
 - b. Fire regulations and evacuation routes shall be posted in bold print on contrasting backgrounds and in conspicuous locations;
 - c. There must be a first aid area equipped with basic first aid supplies;
 - d. Staff shall be familiar with first aid practices and emergency contact procedures;
 - e. Employees shall be trained in the use of fire extinguishers and the means of rapidly evacuating the building;
 - f. Nightlights near the floor shall be provided in all hallways and stairways;
 - g. Shielding shall be provided for all unprotected high-temperature piping, etc., which is located where people can come in contact with exposed surfaces;
 - h. Unvented open-flamed space heaters shall not be used;
 - i. Only metal containers with fitted covers shall be used for storage of refuse;

- j. All flammable materials shall be locked stored in metal cabinets;
- k. There shall be no obstructions to corridors or exits or accumulation of combustible materials in unauthorized areas; and,
- l. Emergency lighting shall have sufficient capability to provide for the safe evacuation of the building.
- m. Maintenance of proper rodent and pest control.

D. Program Components

1. Program Overview

- a. The Contractor will adhere to the program components as indicated below:
 - i. Phase I (approximately 2 weeks)
 - (1) Upon entry into the program, participants will be placed in a dorm unit for assessment and program planning.
 - (2) A residence case manager will be assigned.
 - (3) Every participant will, in consultation with program, treatment and parole staff, set program goals and achievement timelines relating to the following program areas:
 - (a) Employment
 - (b) Education
 - (c) Treatment
 - (d) Housing
 - (4) During this phase, participants will engage in programming consisting of:
 - (a) Program Orientation
 - (b) Community Orientation
 - (c) Transitioning skills
 - (d) Cognitive skills training
 - (e) Socialization skills
 - (f) Daily living skills
 - (g) Job readiness training
 - (5) Participants will meet with case managers to complete tasks related to obtaining personal documents; public

benefits, securing or confirming service and/or treatment appointments, etc.

- (6) Program must work with the Parole staff to implement Electronic Monitoring Program and curfew requirements (as applicable).

ii. Phase II (approximately 6 weeks)

- (1) Continuation of cognitive, socialization, daily living and other required programming;
- (2) Participants will implement their individualized program plan during this phase, and will participate in a full-time schedule (35-40 hours per week) of employment, vocational training, higher education, sex offender treatment, other outpatient treatment and/or an approved combination thereof;
- (3) Program discharge planning and exploring housing opportunities will be undertaken on a continuing basis;
- (4) Progress in program will be reviewed by program, sex offender treatment and parole staff with the participant and selected others on a monthly basis. Program plans will be adjusted accordingly;
- (5) At week 5 of Phase II, program staff and parole staff will consult with service providers and determine whether continued program participation is required or if the participant will move to Phase III. Any continuation in Phase II will require periodic determinations as to continued phase participation by the releasee.

iii. Phase III (approximately 4 weeks)

- (1) Continuation of required programming;
- (2) Participants will begin participation in transitioning programming such as self-sufficiency; financial management; community connections;
- (3) Participants will propose a community residence and employment/education program for investigation by parole;

- (4) Program completion will require: parole officer approval of residence program completion and the proposed community residence/employment/education program; sufficient personal and financial resources to maintain residence and abstinence from drugs and alcohol; established community, sex offender treatment, educational/vocational or employment programming; and a post-program community support plan in place.

2. Resources

- a. The Contractor must develop formal linkages with community providers of services (i.e. health, mental hygiene, human service providers, referral sources, etc.). A relationship with the Sex Offender Treatment Provider must be developed to ensure resident participation in sex offender treatment. The Contractor must also develop a formal linkage with the local police department. Formal linkages may take the form of written agreements or other documentation of established relationships.
- b. As indicated by the resident's need(s) and in consultation with the Parole Officer, the Contractor shall provide or arrange for public benefit application assistance, employment assistance, maintenance of employment, savings program, group counseling, carefully planned community living arrangements which will meet the needs of the individual and his/her family after release, access to and use of supportive community resources which can be utilized after release, and placement in educational and/or training programs.
- c. The Contractor shall provide residents who are unemployed with carfare, bus fare or other transportation assistance for traveling to appointments for the purposes of job seeking, education, training, substance abuse services, sex offender treatment and counseling.
- d. The Contractor shall establish procedures to ensure at least three times per day (morning, bed check, and middle of the night) that each resident is verified as being present or accounted for. A system for documenting this verification will be employed by the Contractor.

3. Intake

- a. The DOP will pre-screen prospective resident referrals according to program eligibility criteria.
- b. DOP will identify eligible individuals for screening by the Contractor and will provide the Contractor with a copy of the prospective

resident's Parole Inmate Status Report, as appropriate, and other relevant informational materials.

- c. The Contractor shall provide an acceptance decision to the DOP by no later than 5 working days from referral or earlier, if requested. In any case disapproved for acceptance by the Contractor, the Contractor shall provide DOP with written reasons for disapproval. Disapprovals by the Contractor will be subject to discussion and review with DOP for problem resolution. Exclusions will be determined on a case-by-case basis via consultation between DOP and the Contractor. DOP will determine appropriate clients for program admission.
- d. DOP and the Contractor shall agree upon the program entry date for prospective residents. The Contractor shall notify the DOP as soon as possible but not later than close of business if the releasee fails to report to the Secure Stabilization Program on the appointed date.
- e. The resident must remain at the specific Secure Stabilization Program site to which he was assigned, and shall not be transferred by the Contractor to another residential program without prior notification to and authorization from the Parole Officer. The Contractor shall not discharge a resident from the program without prior discussion with the Parole Officer.
- f. Information on residents provided to the Contractor by DOP shall be placed in the resident's case record.
- g. The prospective resident shall sign all necessary release of information forms. The Contractor shall be furnished with copies of same. Release of information forms will be utilized in order to implement stabilization programming.
- h. On admission Contractor will advise each resident that absconding from the Secure Stabilization Program is a violation of release and may result in prosecution through the Parole revocation process or Court.
- i. Protection of confidentiality of case records is essential. Applicable federal and state law and regulations, including 21 CFR Part 2, and procedures and guidelines must be followed. No records concerning residents may be disclosed to the resident or public without prior approval of the Chairman, nor can any records be released without a fully extended consent form pursuant to 21 CFR 2.31.

4. Individual Program Planning and Progress

- a. Within 24 hours of admission to the facility, each resident shall be interviewed by qualified program staff. The results of this interview shall be recorded in the resident's case record and shall, at minimum, include:
 - i. A personal history including family, vocational, educational and legal information;
 - ii. Substance abuse history including kind(s) of substances abused, when abuse began and any prior treatment attempts;
 - iii. A record that the resident received a Resident Handbook and a copy of the program rules and regulations and that such rules and regulations were discussed and that the resident signed a copy of these rules and regulations;
 - iv. Assignment of a primary counselor or case manager;
 - v. The Contractor shall maintain a record of all personal articles brought into the program by the resident and stored for the resident by the Contractor; the Contractor shall provide the resident with a receipt for any articles stored by the Contractor;
 - vi. The Contractor shall develop, and make available for DOP's approval, a daily schedule of activities for residents
- b. Within 14 days of admission to the Secure Stabilization Program, an individual stabilization plan must be developed for each resident. The plan must be prepared with the participation of the Parole Officer, appropriate program staff, and the resident, must be recorded in the resident's case record, and shall as a minimum:
 - i. Establish long and short term goals for stabilization, including measurable performance standards of expected behavior and accomplishments;
 - ii. Address all mandated conditions;
 - iii. Delineate the type and frequency of counseling to be provided each week;
 - iv. Delineate the services needed by the resident, with priority given to housing and supportive services, which may include sex offender treatment, substance abuse, employment,

educational or vocational services, and establish a plan for meeting these needs. The plan shall also include increasing opportunities and privileges for contact with the resident's family and for participation in community activities as appropriate.

- c. A stabilization plan may be amended at any time, but any such amendment and the reason for it shall be discussed with the Parole Officer and be recorded in the resident's case record. Each resident's stabilization plan must be reviewed at least every month by a supervisory staff member who is qualified or through staff conferences, at which the resident's adjustment or progress, including progress in identifying housing options and meeting treatment, employment, vocational and/or educational goals, is reviewed.
- d. The stabilization plan shall, as a goal, seek to discharge the resident to an appropriate residence or other residential program and employment, with some savings, by no later than 90 days from program entry. Each case is to be reviewed with the Parole Officer at 28 days and again at 56 days from entry with a view toward discharge and decision made as to discharge; a record of these case reviews shall be maintained in the resident's case record. No resident may remain beyond 120 days without the approval of the DOP, following a formal request by the Parole Officer. In such cases, the Contractor shall modify the stabilization plan to address problems which necessitated extended program involvement.
- e. Failure of the resident to follow the stabilization plan must be referred by the Contractor to the Parole Officer for a determination as to the suitability of the resident for retention.
- f. The Contractor shall develop a mechanism whereby residents who are not engaged in full time treatment, employment, training, educational or other approved programming complete and submit a Daily Activity Sheet; these forms shall be maintained in the resident's case record.

5. Employment

- a. The Contractor shall develop meaningful employment opportunities for residents through contacts and linkages with prospective employers, liaison with community placement services and development of related supportive resources. Meaningful employment means the matching of jobs to resident needs, aptitudes, desires and capabilities. The Contractor with the aid of the assigned Parole Officer must emphasize to the resident the necessity of obtaining employment.

- b. The Contractor shall ensure that residents are prepared for job seeking. This shall include counseling on how to conduct oneself in an interview and exploration and assessment of the resident's skills, interests and economic needs that will influence the type of employment that will be suitable.
- c. The Contractor shall assist residents in job placement. This may include assistance in searching for a job and escort to interviews.
- d. The Contractor shall assist residents to obtain the clothing, tools and/or equipment needed for employment.
- e. The Parole Officer shall approve each resident's employment as bonafide and will review the necessity to inform the employer of the resident's legal status, in conformance with the rules and regulations of the DOP. The resident may make no changes in employment without the approval of the Parole Officer.

6. Residence Development

- a. The Contractor shall provide assistance to residents in obtaining stable residential opportunity through contacts and linkages with housing agencies, family or other support, and/or community housing resources. The Contractor can fulfill this responsibility directly through resources available within its own residence network, by referral to residential resources available within the community, or by accessing residential treatment as needed. All such efforts shall be documented in the parolee case record. The Contractor will assist in community transitioning. **Shelter placement shall not be considered a desirable placement.**

7. Drug/Alcohol Services

- a. If mandated by the Parole Board or Court, stipulated by the Parole Officer or requested by the resident, substance abuse and/or alcoholism counseling shall be provided. Such counseling must be provided by qualified staff as determined by OASAS by referral to an appropriate OASAS licensed community resource.
- b. Secure Stabilization Program staff shall keep the Parole Officer informed of the resident's counseling schedule and plan.
- c. In consultation with the Parole Officer, the Contractor shall make arrangements to provide drug testing for residents as follows, unless otherwise agreed to in writing with the DOP:

- i. All residents shall be subject to drug testing a minimum of once within the first 24 hours of program admission and once per month thereafter, on an unscheduled basis.
- ii. Contractor drug testing policies and procedures must be in writing and are subject to DOP approval.
- iii. Drug Test Results – All drug test results (positive and negative) will be documented in the Contractor's case file and reported to DOP on a monthly basis on required reporting forms. Contractor staff shall thoroughly investigate each positive drug test result to validate the positive finding. The Contractor shall immediately verbally report all unauthorized positive test results to the Parole Officer.

E. Parole Supervision

1. Each resident is required by State law, under the supervision of a Parole Officer at all times. Parole Officers will provide supervision as required by DOP.
2. The Parole Officer has the right to visit the facility and interview residents at any reasonable time and at other times when necessary, and shall have immediate access to all records pertaining to each resident's participation in the program.
3. The Parole Officer has the authority to, and may, search the resident and his belongings.
4. The Parole Officer shall notify the Senior Parole Officer of any situation that is in violation of the Scope of Services. The Senior Parole Officer will report all violations of the Scope of Services as appropriate, including notice to the Contract Manager.
5. The Parole Officer and the Secure Stabilization Program staff shall work together to provide coordinated counseling, rehabilitation and supervision of residents and will meet at least twice a week to conduct case reviews; the progress of each releasee residing in the program will be reviewed no less than weekly; progress notes on these sessions shall be recorded in the resident's case record by the Contractor.

F. Authorized Leave

1. All requests for leave beyond curfew or overnight must be approved by the Parole Officer. In any instance where a resident is absent overnight without authorization, the Contractor shall notify the Parole Officer immediately

G. Food Services

1. The Contractor shall provide food service for residents in accord with existing public health laws, regulations and policy for residential facilities.

H. Medical Services

1. The Residential Stabilization Program shall submit to DOP a specific plan for a Tuberculosis Control Program approved by local or state health officials, an HIV Prevention and Education Program, and procedures for dealing with medical emergencies. There shall be, as part of this plan, evidence of the availability of emergency medical services (e.g., letter of agreement with community clinic or hospital).
2. Only medical and dental personnel who are appropriately licensed or certified shall prescribe or administer medical and dental care for residents.
3. DOP does not reimburse health care providers. The Contractor is to arrange for Medicaid coverage or other third party reimbursement for residents. Any employed resident is responsible for health care costs unless that individual is eligible for Medicaid based upon income threshold. Any employed resident is responsible for health care costs if that individual has a job that provides health care coverage.
4. The Secure Stabilization Program will provide a secured location to residents for the safekeeping of any prescribed medications. A medication control log will be kept for the documentation of resident's receipt of medications.

I. Resident Case Records

1. The Secure Stabilization Program shall maintain individual records for all residents in the program. Each record shall include:
 - a. Resident NYSID, name, DOB, age, sex, race, marital status;
 - b. Results of the admission interview, including documentation that the resident received a copy of program rules and regulations;

- c. Identifying medical and other information provided prior to admission and the results of any admission physical examination including medical limitation to employment, if any;
- d. An individualized stabilization plan, including modifications as required, signed by the resident, program staff and the Parole Officer;
- e. Documentation of counseling and support services provided, including a record of case conferences;
- f. Daily activity forms completed by resident, as required;
- g. All notices of disciplinary action, appeal or related documentation;
- h. Documentation of recommendations and action concerning the resident's health;
- i. Results of drug testing performed;
- j. Evidence of stabilization plan review as required;
- k. A record of disbursements to the resident for carfare, busfare, other transportation and funds for other authorized expenses; a record of all housing contributions from the resident;
- l. Copies of any consent to release information forms executed by the resident;
- m. Copies of all correspondence to and from the Division of Parole, and documentation of all telephone contacts with DOP staff; and
- n. A discharge summary which, at a minimum, includes the following information:
 - i. Resident name
 - ii. Identifier (NYSID# or DIN #)
 - iii. Date entered program
 - iv. Discharge status
 - v. Brief narrative describing presenting problem upon entry, stabilization plan goals and success in implementing these
 - vi. Discharge plan
 - vii. date discharged
 - viii. residence (specify whether live alone, family, with friends, in residential program; include address, phone)

- ix. employment (specify employed, unemployed, public assistance, stipend program; include employer's name, address and phone employed)
 - x. other (education; training)
 - xi. Aftercare services required/referrals made
 - xii. Program staff signature
 - xiii. Date summary prepared
2. The Contractor shall provide locked cabinets, a secure room, or other adequate and appropriate safeguards to minimize the possibility of theft, loss or destruction of resident records. Access to records is limited to authorized personnel designated by the Program Director.
 3. The Contractor shall establish a system of accountability and a method of disposition of resident's personal property to be implemented in the event of a resident's death, abscondance or transfer.
 4. The Contractor will, within two (2) working days of discharge of the resident from the program, forward to the Parole Officer a discharge summary. **No resident may be discharged, negatively or positively, without notification to the assigned Parole Officer, a Senior Parole Officer, the Area Supervisor or the Duty Officer.**
 5. The Contractor shall maintain a sign-out log which residents will be required to use. The sign-out log shall record the resident's destination, purpose of pass, curfew, time out, time of return, and signatures of resident and approving program staff member. The Parole Officer shall have immediate access to the log upon request.

J. Reporting of Incidents

1. The Secure Stabilization Program shall comply with all appropriate reporting requirements established by DOP.
2. The Contractor shall report any unusual incidents involving a resident to the Parole Officer with any information requested regarding the unusual incident. DOP will provide the Contractor with phone numbers for reporting unusual incidents including weekends and holidays.
3. Serious, unusual incidents as listed below shall initially be reported within fifteen minutes of the discovery of their occurrence, appropriate details shall be reported as soon as possible, preferably within thirty minutes after the discovery of their occurrence.
 - a. Abscondance or attempted abscondance from a program.

- b. Death, serious injury or attempted suicide of a resident.
 - c. Death or serious injury to an employee.
 - d. Death or injury to a visitor which occurs on program property.
 - e. Any incident that seriously effects the normal operation of a program has a significant impact on the image of the program, or where a law enforcement agency is summoned to the program or has been on-site.
 - f. Arrest of a resident or any indication that any law enforcement agency has an interest in or is seeking a resident as a witness or suspect.
 - g. Resident assault on employee, volunteer, or visitor.
 - h. Any criminal act committed or alleged to have been committed by a resident or employee or any other person while on program property.
 - i. Any assault or attempted assault involving the use of a weapon.
 - j. Any media inquiries must be referred/coordinated to the DOP Office of Media Relations.
4. The Contractor shall supply the Parole Officer with any and all information and reports as requested and as required for DOP records.

K. Visiting Policy

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

L. Resident Accounts

1. The Contractor must establish procedures, subject to approval by DOP, to handle resident accounts. The Contractor must be bonded by a New York State licensed insurance company in order to protect resident accounts (\$2,000 per resident i.e., \$20,000 per 10 residents) maintained by the Contractor.

M. Resident Discipline

1. The Contractor shall furnish each new request upon arrival with a copy of the program Rules and Regulations including the program's cardinal rules and other prohibited acts. Each new resident shall also be provided with a copy of the Secure Stabilization Program disciplinary procedures. These documents shall be provided in Spanish where appropriate.

2. The resident case record shall contain a signed receipt stating that the resident has received a copy of Program Rules and Regulations and understands the contents of said documents.
3. The Contractor may utilize informal disciplinary procedures approved by the DOP, which may result in minor sanctions such as extra work details, etc., to be determined by the Contractor. This informal resolution shall be handled according to the approved Contractor's policy.
4. The Contractor shall provide the Parole Officer and Senior Parole Officer with disciplinary policy and procedures and a list of agreed-upon minor sanctions that the Contractor may impose. Changes in this list shall be only with the approval of the Senior Parole Officer. Residents shall be notified of disciplinary action in writing within 24 hours of the occurrence with a copy of this notice forwarded to the Parole Officer.
5. Violation of the Contractor's rules, prohibited acts or repeated notice of discipline or appeal shall require a case conference between the resident, program staff and the Parole Officer within 48 hours of notice of violation or appeal to determine whether the resident should be retained in the program and to modify the stabilization plan as necessary. Residents may appeal in writing to the Program Director any sanction imposed within 24 hours of imposition of sanction.

N. Physical Force

1. The greatest caution and conservative judgement shall be applied in determining when physical force is necessary, and the degree of such force that is necessary.
2. In all cases where the Contractor employed physical force or restraint, the Contractor shall immediately notify the Police and then notify the Parole Officer as soon as possible, in accordance with this Scope of Work, section K, Reporting of Incidents.

O. Removal Procedures

1. If it becomes necessary to involuntarily remove a resident from the Secure Stabilization Program, the Program Director and Parole Officer will coordinate efforts to effect the removal in a professional manner that minimizes program disruption, as follows:
 - a. The Contractor shall not expel a resident from the Secure Stabilization Program without prior notification to the Parole Officer.

- b. DOP shall remove from the premises and program, as soon as is reasonably possible as determined by DOP and after notification by the Contractor, any releasee who the Contractor, or designee, after consultation with the Parole Officer, believes should not continue in the Secure Stabilization Program.
- c. DOP shall have the right to remove from the residence any releasee it deems unqualified for continued program involvement upon notice by the Parole Officer, either in writing or orally, to the Contractor.

P. Reporting

1. Contractor shall submit monthly reports concerning program operation, substance abuse testing results, and individual cases to DOP. The reports shall be submitted in such format as may be requested or provided by DOP, shall be fully completed, and must be signed by the program coordinator or his/her designee. Reports will be submitted to both the Parole Services Program Specialist and the Office of Policy Analysis by the tenth (10th) day of the month following the report month.
2. Contractor shall, within five (5) working days of discharge of the releasee from the program, forward to the Parole Officer a discharge report with copies as directed. Said reports will be fully completed, pursuant to directions provided. Reports will be submitted in such format as may be requested or provided by DOP, and will be signed by the assigned program counselor.

Q. Performance Measures

1. It is the Division's expectation that services provided will have a positive impact on offender issues such as: involvement with negative peer associations, anti-social attitudes, beliefs and values as well as issues of homelessness, substance abuse and employment.
2. The Contractor will be required to cooperate with the provision and collection of all information as required by the Division to ascertain compliance with the contract. Performance measures shall include, but are not limited to, the following:
 - a. Contractor ability to secure or provide programming to address parolee needs in the areas of substance abuse, employment, and other ancillary services;
 - b. Contractor ability to secure an acceptable residence for the parolee upon discharge from the program;

- c. Contractor ability to provide effective program services and behavioral programming designed to alter criminal thinking to program participants as required by the scope of service;
- d. Contractor ability to self-assess program services and ability to make improvements as required; and
- e. Contractor ability to provide high levels of advocacy and service brokerage on behalf of parolees.

ATTACHMENT C

Component B
Secure Stabilization Housing Facility

SCOPE OF SERVICES

ATTACHMENT C

COMPONENT B **SECURE STABILIZATION HOUSING FACILITY**

SCOPE OF SERVICES

The goal of this proposal is to maximize community safety and offender reintegration by providing safe and monitored housing for individuals subject to parole supervision.

It shall be understood by all parties that residents will remain under the jurisdiction of DOP and DOP will retain all necessary responsibility and authority over the residents. DOP will provide for the monitoring of business management and administration of the housing facility and will periodically conduct on-site reviews.

The Contractor shall designate an administrative liaison for the facility and fiscal management of the contract. The Division of Parole will designate a contract manager on the local level who will coordinate the Division of Parole's involvement with the vendor.

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

A. Administration

1. The Contractor shall have a written policy and procedure manual for staff facility operation and control. In addition, the Contractor shall develop and issue to each resident a handbook that includes general information about facility operation and the resident's responsibilities in the housing facility. Said materials shall be in Spanish where applicable.
2. Facility rules and regulations shall be subject to the approval of DOP and must clearly reflect policies regarding resident furloughs and passes as well as visitor policies. Upon admission, all residents shall be promptly advised in writing of the house rules and the discipline system. Such notice shall be in Spanish where applicable.
3. The Contractor shall attend and participate in meetings with DOP staff and other Contractors for the purpose of training, technical overview of performance under this contract, problems encountered and recommendations for facility improvement.
4. The Chairman or his designee shall have immediate access to residents and all records pertaining to residents. Non-compliance with this section shall mean immediate termination of the contract.

5. No residents shall have the authority to supervise other residents. In addition, no residents shall have access to the records of other residents or to DOP computer equipment.
6. The Contractor must develop a specific plan, subject to approval by DOP, for searching for contraband.
7. The Contractor will maintain a current Certificate of Occupancy at the facility site.
8. The Contractor shall establish adequate record-keeping systems that will ensure prompt, complete submission of all fiscal and facility operation forms to the Division of Parole, as required, on a monthly basis.
9. The Contractor must maintain a separate bank account for the receipt of releasee income. Disbursements for approved releasee expenses, victim restitution, and family supports shall be made out of the account by the provider, on behalf of the releasee with the remaining balance turned over to the releasee when the releasee leaves the program. The account must consist of a ledger card with a "running balance" for each client and a three-part renumbered receipt book (one copy for the releasee, ledger card and one to remain in the receipt book). Maintenance of this account must meet acceptable government accounting standards for internal controls.

B. Personnel

1. Each Secure Stabilization Housing Facility shall employ staff that is adequate in number to effectively monitor its housing site. Twenty-four (24) hour staff on site coverage 7 days a week to provide security and control is required.
2. A minimum of one uniformed security guard per 15 parolees is required at all times (24 hours per day, 7 days a week, including holidays). However, at no time should there be less than two security guards on site unless the prospective bidder proposes a different arrangement that meets the same public safety requirements as determined by the Division of Parole Request for Proposal Committee.
3. The contractor shall provide uniformed security guards that meet the following requirements:
 - a. Minimum six months experience as a New York State Department of State registered security guard.
 - b. Minimum 18 years of age.

- c. Guard company shall maintain a copy of guard's I-9 Employment Eligibility Form in the guard file.
4. The Contractor shall maintain written job descriptions which accurately describe current duties for all personnel performing services under this contract. The job description shall be given to each employee. Staffing should reflect the diversity of the client population. In NYC and DOP Region III, an ability to serve Spanish-speaking releasees is required. Reasonable accommodation must be made available for the deaf and hearing impaired.
5. Hiring of all facility staff is subject to approval by DOP. No individual who has been convicted of any crime that would bring into question the competence or integrity of the individual to provide services shall be employed in the Secure Stabilization Housing Facility.
6. To assure that staff members are free from any health problem that is a potential risk to clients or may interfere with the performance of their duties, staff members are to have an annual medical examination.
7. Contract Standards of Employee Conduct shall include, but are not limited to, the following:
 - a. No Contractor employee may fraternize with any participant except in a relationship that will further the approved goals of the Contractor's program. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or non tangible) gift, favor or service, from a resident or from any resident's family or close associate no matter how trivial the gift or service may seem. All staff is required to report to the Facility Director any violation or attempted violation of these restrictions. In addition, no staff shall give any gifts, favors or services to residents, their families or close associates, or otherwise display preferential treatment. The Contractor will report any violation or attempted violation to the Division of Parole.
 - b. No Contractor employee shall enter into any business relationship with residents.
 - c. No Contractor employee shall have any outside contact (other than incidental contact) with a resident, his family or close associates, except for those activities which are an approved, integral part of the facility and a part of the employee's job description.
 - d. Contractor employees are forbidden to engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor.

8. The Contractor shall notify all employees of the Standards of Employee Conduct and document this notification by having the employee sign and date a written Standards of Employee Conduct Agreement, a copy of which must be kept on file.
9. Any violation or attempted violation of the restrictions in this section shall be reported immediately to Parole staff. Any failure to so report or to take appropriate disciplinary action against an offending employee may subject the Contractor to sanction.
10. Facility staff shall, in the rare instance when deemed necessary by DOP, provide testimony and supporting documentation in violation of Parole proceedings.

C. Facility

1. Each Secure Stabilization Housing site must have safe and adequate facilities. To ensure this, the Secure Stabilization Housing Facility must adhere to the following minimum space requirements as appropriate to the services provided:
 - a. Sleeping quarters can service one or more residents based on the following requirements. Sleeping area: 80 square feet per resident for single beds, or 50 square feet per resident for two-deck bunks or temporary usage. Maximum dormitory capacity is 24;
 - b. Kitchen / dining: 60 square feet for 5 or more occupants;
 - c. Professional office space / Polygraph room with a window in the door.
2. Each Secure Stabilization Housing Facility must have, at a minimum, the following security features:
 - a. Multiple telephone lines installed for electronic monitoring requirements;
 - b. Site Video Taping and Surveillance at each doored exit/entry;
 - c. Security System to alert and control entry and exit.
3. Each Secure Stabilization Housing Facility site must be in compliance with the following location parameters:
 - a. Facility sites must be located in areas that are not restricted through local laws, ordinances or rules regarding the presence of sex offenders in the community. If no local ordinance exists, the site must be at least 1000 feet from school grounds as defined in Section C: 3b-i.
 - b. Additionally, the site shall not be located in an area in proximity to school grounds as that term is defined in Penal Law §220(14) (below),

- g. The building will conform to the NYS Uniform Fire Prevention and Building Code (Title 9 NYCRR) occupancy classification for multiple dwellings;
 - h. Exit signs of legible letters not less than 6 inches high and $\frac{3}{4}$ inch wide strokes, on contrasting backgrounds. Illuminated exit signs of same size letters are required in places of assembly and at exits of residential building corridors and passages;
 - i. Adequate protection from hazards in heater and boiler rooms;
 - j. A smoke detector that emits a distinctive signal of its own, or activates the fire alarm system. A direct connection to the local fire department is advisable where available. In its absence, a telephone shall be provided on each floor, with the local fire department's telephone number posted in bold print on a contrasting background;
 - k. Storage facilities for personal articles in all approved bedrooms;
 - l. Adequate lighting and ventilation;
 - m. There shall be a minimum of one toilet and one sink for up to 10 residents and a minimum of one tub or shower for up to 10 residents. All facilities shall provide sufficient lavatory facilities to insure the privacy of male and female residents;
 - n. A building heating system capable of supplying sufficient heat to maintain a temperature of 68 degrees Fahrenheit;
 - o. Furnishings which include comfortable beds;
 - p. Linen supplied at least weekly, including three towels;
 - q. An adequate and safe water supply; and
 - r. Proper disposal of waste and sewage.
5. Each Secure Stabilization Housing Facility shall observe at least the following safety precautions:
- a. Fire drills, utilizing the interior fire alarm system, shall be conducted every month. They shall be held at different times of the day and night when the building is occupied. A written record shall be maintained, indicating the time the drill is held, the number of participants and how long it took to evacuate the building;

- b. Fire regulations and evacuation routes shall be posted in bold print on contrasting backgrounds and in conspicuous locations;
- c. There must be a first aid area equipped with basic first aid supplies;
- d. Staff shall be familiar with first aid practices and emergency contact procedures;
- e. Employees shall be trained in the use of fire extinguishers and the means of rapidly evacuating the building;
- f. Nightlights near the floor shall be provided in all hallways and stairways;
- g. Shielding shall be provided for all unprotected high-temperature piping, etc., which is located where people can come in contact with exposed surfaces;
- h. Unvented open-flamed space heaters shall not be used;
- i. Only metal containers with fitted covers shall be used for storage of refuse;
- j. All flammable materials shall be locked stored in metal cabinets;
- k. There shall be no obstructions to corridors or exits or accumulation of combustible materials in unauthorized areas; and,
- l. Emergency lighting shall have sufficient capability to provide for the safe evacuation of the building;
- m. Proper rodent / insect pest control must be maintained.

6. Resources

- a. The Contractor must develop formal linkages local police;
- b. The Contractor shall establish procedures to ensure at least three times per day (morning, bed check, and middle of the night) that each resident is verified as being present or accounted for. A system for documenting this verification will be employed by the Contractor.

7. Intake

- a. The DOP will pre-screen prospective resident referrals for eligibility and bed availability.
- b. The resident must remain at the specific Secure Stabilization Housing Facility site to which he was assigned, and shall not be transferred by the Contractor to another housing site without prior notification to and authorization from the Parole Officer. The Contractor shall not discharge a resident from the housing facility without prior discussion with the Parole officer.
- c. Information on residents provided to the Contractor by DOP shall be placed in the resident's case record.
- d. On admission Contractor will advise each resident that absconding from the Secure Stabilization Housing Facility is a violation of release and may result in prosecution through the Parole revocation process.
- e. Protection of confidentiality of case records is essential. Applicable federal and state law and regulations, including 21 CFR Part 2, and procedures and guidelines must be followed. No records concerning residents may be disclosed to the resident or public without prior approval of the Chairman, nor can any records be released without a fully extended consent form pursuant to 21 CFR 2.31.

D. Parole Supervision

1. As required by State law, each resident is under the supervision of a Parole Officer at all times. Parole Officers will provide supervision as required by DOP.
2. The Parole Officer has the right to visit the facility and interview residents at any reasonable time and at other times when necessary, and shall have immediate access to all records pertaining to each resident under parole supervision.
3. The Parole Officer has the authority to, and may, search the resident and his belongings.
4. The Parole Officer shall notify the Senior Parole Officer of any situation that is in violation of the Scope of Services. The Senior Parole Officer will report all violations of the Scope of Services as appropriate, including notice to the Contract Manager.

E. Authorized Leave

1. All requests for leave beyond curfew or overnight must be approved by the Parole Officer. In any instance where a resident is absent overnight without authorization, the Contractor shall notify the Parole Officer immediately

F. Food Services

1. The Contractor shall provide food service for residents in accord with existing public health laws, regulations and policy for residential facilities.

G. Medical Services

1. The Contractor shall submit to DOP a specific plan for a Tuberculosis Control Program approved by local or state health officials, an HIV Prevention and Education Program, and procedures for dealing with medical emergencies. There shall be, as part of this plan, evidence of the availability of emergency medical services (e.g., letter of agreement with community clinic or hospital).
2. The Contractor will provide a secured location to residents for the safekeeping of any prescribed medications. A medication control log will be kept for the documentation of resident's receipt of medications.

H. Resident Case Records

1. The Contractor shall maintain individual records for all residents in the program. Each record shall include:
 - a. Resident NYSID, name, DOB, age, sex, race, marital status;
 - b. Results of the admission interview, including documentation that the resident received a copy of facility rules and regulations;
 - c. Identifying medical and other information provided prior to admission and the results of any admission physical examination including medical limitation to employment, if any;
 - d. All notices of disciplinary action, appeal or related documentation;
 - e. Documentation of recommendations and action concerning the resident's health;
 - f. A record of disbursements to the resident for carfare, busfare, other transportation and funds for other authorized expenses;

- g. Copies of any consent to release information forms executed by the resident;
 - h. Copies of all correspondence to and from the Division of Parole, and documentation of all telephone contacts with DOP staff; and
 - i. A discharge summary which, at a minimum, includes the following information:
 - i. Resident name
 - ii. Identifier (NYSID# or DIN #)
 - iii. Date entered program
 - iv. Discharge status
 - v. Date discharged
 - vi. Residence (specify whether live alone, family, with friends, in residential program; include address, phone)
 - vii. Employment (specify employed, unemployed, public assistance, stipend program; include employer's name, address and phone employed)
 - viii. Other (education; training; treatment;)
 - ix. Facility staff signature
 - x. Date summary prepared
2. The Contractor shall provide locked cabinets, a secure room, or other adequate and appropriate safeguards to minimize the possibility of theft, loss or destruction of resident records. Access to records is limited to authorized personnel designated by the Facility Director.
 3. The Contractor shall establish a system of accountability and a method of disposition of resident's personal property to be implemented in the event of a resident's death, abscondance or transfer.
 4. The Contractor will, within two (2) working days of discharge of the resident from the facility, forward to the Parole Officer a discharge summary. **No resident may be discharged, negatively or positively, without notification to the assigned Parole Officer, a Senior Parole Officer, the Area Supervisor or the Duty Officer.**
 5. The Contractor shall maintain a sign-out log which residents will be required to use. The sign-out log shall record the resident's destination, purpose of pass, curfew, time out, time of return, and signatures of resident and approving facility staff member. The Parole Officer shall have immediate access to the log upon request.

I. Reporting of Incidents

1. The Contractor shall comply with all appropriate reporting requirements established by DOP.
2. The Contractor shall report any unusual incidents involving a resident to the Parole Officer with any information requested regarding the unusual incident. DOP will provide the Contractor with phone numbers for reporting unusual incidents including weekends and holidays.
3. Serious, unusual incidents as listed below shall initially be reported within fifteen minutes of the discovery of their occurrence, appropriate details shall be reported as soon as possible, preferably within thirty minutes after the discovery of their occurrence.
 - a. Abscondance or attempted abscondance from a facility.
 - b. Death, serious injury or attempted suicide of a resident.
 - c. Death or serious injury to an employee.
 - d. Death or injury to a visitor which occurs on facility property.
 - e. Any incident that seriously effects the normal operation of the facility, has a significant impact on the image of the facility, or where a law enforcement agency is summoned to the facility or has been on-site.
 - f. Arrest of a resident or any indication that any law enforcement agency has an interest in or is seeking a resident as a witness or suspect.
 - g. Resident assault on employee, volunteer, or visitor.
 - h. Any criminal act committed or alleged to have been committed by a resident or employee or any other person while on facility property.
 - i. Any assault or attempted assault involving the use of a weapon.
 - j. Any media inquiries must be referred / coordinated to the DOP Office of Media Relations
4. The Contractor shall supply the Parole Officer with any and all information and reports as requested and as required for DOP records.

J. Visiting Policy

1. The Contractor must establish procedures, subject to approval by DOP, in relation to visitors to the facility site.

K. Resident Accounts

1. The Contractor must establish procedures, subject to approval by DOP, to handle resident accounts. The Contractor must be bonded by a New York State licensed insurance company in order to protect resident accounts (\$2,000 per resident i.e. \$20,000 per 10 residents) maintained by the Contractor.

L. Resident Discipline

1. The Contractor shall furnish each new request upon arrival with a copy of the facility rules and regulations. Each new resident shall also be provided with a copy of the facility disciplinary procedures. These documents shall be provided in Spanish where appropriate.
2. The resident case record shall contain a signed receipt stating that the resident has received a copy of Facility Rules and Regulations and understands the contents of said documents.
3. The Contractor may utilize informal disciplinary procedures approved by the DOP, which may result in minor sanctions such as extra work details, etc., to be determined by the Contractor. This informal resolution shall be handled according to the approved Contractor's policy.
4. The Contractor shall provide the Parole Officer and Senior Parole Officer with disciplinary policy and procedures and a list of agreed-upon minor sanctions that the Contractor may impose. Changes in this list shall be only with the approval of the Senior Parole Officer. Residents shall be notified of disciplinary action in writing within 24 hours of the occurrence with a copy of this notice forwarded to the Parole Officer.
5. Violation of the Contractor's rules, prohibited acts or repeated notice of discipline or appeal shall require a case conference between the resident, program staff and the Parole Officer within 48 hours of notice of violation or appeal to determine whether the resident should be retained in the facility. Residents may appeal in writing to the Contractor any sanction imposed within 24 hours of imposition of sanction.

M. Physical Force

1. The greatest caution and conservative judgement shall be applied in determining when physical force is necessary, and the degree of such force that is necessary.
2. In all cases where the Contractor employed physical force or restraint, the Contractor shall immediately notify the Police and then notify the Parole Officer as soon as possible, in accordance with this Scope of Work, section I, Reporting of Incidents.

N. Removal Procedures

1. If it becomes necessary to involuntarily remove a resident from the Secure Stabilization Housing Facility, the Contractor and Parole Officer will coordinate efforts to effect the removal in a professional manner that minimizes facility disruption, as follows:
2. The Contractor shall not expel a resident from the Secure Stabilization Facility without prior notification to the Parole Officer.
3. DOP shall remove from the premises and program, as soon as is reasonably possible as determined by DOP and after notification by the Contractor, any releasee who the Contractor, or person designated, after consultation with the Parole Officer, believes should not continue in the Secure Stabilization Housing Facility.
4. DOP shall have the right to remove from the facility any releasee it deems unqualified for continued residence upon notice by the Parole Officer, either in writing or orally, to the Contractor.

O. Reporting

1. Contractor shall submit monthly reports concerning facility operation and individual cases to DOP. The reports shall be submitted in such format as may be requested or provided by DOP, shall be fully completed, and must be signed by the program coordinator or his/her designee. Reports will be submitted to both the Parole Services Program Specialist and the Office of Policy Analysis by the tenth (10th) day of the month following the report month.
2. Contractor shall, within five (5) working days of discharge of the releasee from the facility, forward to the Parole Officer a discharge report with copies as directed. Said reports will be fully completed, pursuant to directions provided. Reports will be submitted in such format as may be requested or provided by DOP, and will be signed by the assigned program counselor.

ATTACHMENT D

Component A

Proposal Response Questions
Secure Stabilization Programs

ATTACHMENT D

NYS DIVISION OF PAROLE

PROPOSAL RESPONSE QUESTIONS - COMPONENT A: **Secure Stabilization Program (SSP)**

Proposals that are advanced to Phase II will be scored pursuant to the information provided herein.

Instructions: Provide succinct responses in no more than 15 (fifteen) pages total, to the following questions. Do not attach any documents or attachments not requested by the RFP. Simply answer the questions in the clearest, most direct manner possible. Please note that the RFP reviewers will not read or evaluate any information contained in those pages that exceed the 15-page limit.

A. AGENCY SUMMARY

(10 POINTS)

1. Describe your agency's mission, structure and experience as a service organization. If applicable, attach a copy of your organization's Certificate of Incorporation.
2. Indicate the location and ownership of the site where services are to be provided, including a description of the neighborhood and public transportation available. Attach a copy of the Certificate of Occupancy and a copy of any license, if required, to provide service at this location. **Attach any letters of non-opposition to your proposal received from appropriate county governmental official(s).**
3. Identify how you have determined that the program site is geographically located in accord with local laws, ordinances and rules regarding the presence of sex offenders in the community as well as requirements regarding proximity to school grounds or facilities primarily used for the care or treatment of persons under the age of 18, as more fully described in the SSP Scope of Service.
4. State who will be responsible to manage and provide security at the proposed program. Briefly describe the qualifications and responsibilities of staff that will be assigned to the program (including the lead program person and supporting organizational and security staff). Attach resumes and position titles of any existing staff that will be assigned to provide services.
5. Delineate the outstanding features of your program that distinguish your agency from other comparable programs.
6. Describe the reasons why the Division should select your bid.

B. SCOPE OF SERVICES

(30 POINTS)

1. Describe your ability to meet the scope of services. What programmatic and security features and services would you provide to achieve the goals of the Division's SSP program?
2. Describe staff ability to successfully interact with persons to be served in the program, community members and Parole staff.
3. Describe your proposed program components, on-site services directly provided, program planning, and coordination with outside providers of services.
4. Describe the process your agency will follow to assist residents in making applications for entitlement programs and services to be provided in the areas of employment and housing.
5. Describe how you will develop formal linkages with community law enforcement agencies. If you have linkages in place, specify with who and if not, who do you propose to establish linkages with? Describe any proximity your site will have to either a Parole office or Police station.
6. Describe how you will develop formal linkages with community providers of services, and how you propose to coordinate with treatment providers to ensure participation in services and meeting resident program goals. If you have linkages in place, specify with who and if not, who do you propose to establish linkages with?
7. Indicate the client to staff ratio for Counselors, Case Managers and 24-hour Security/Control staffing.
8. Describe the process you propose for substance abuse testing of clients.
9. Indicate what steps your agency will take to implement this program, prepare for case referral/placement and coordination with the Division of Parole. Please provide a timeline of these actions.
10. Describe your ability to work with the DOP to implement an Electronic Monitoring (EM) program on-site (note: DOP will provide EM equipment, however, access to phone and electrical service on-site are the contractors responsibility).
11. When will the program be fully operational? Will it accept clients on the first day of the contract?

C. POPULATION TO BE SERVED

(10 POINTS)

1. Programs typically are required to serve residents with varying degrees of English language competency. Describe your plan to serve persons presenting English language barriers.
2. Describe your agency's ability to provide or arrange for reasonable accommodations for individuals with disabilities in the areas of facility and program considerations.
3. Will your program be co-located with another program or operate at a site where other organizations or programs are present? If yes, what populations are served and describe how you plan to meet the requirements of the SSP program without compromising resident or public safety.
4. Describe your agency's ability to provide services to individuals with mental health issues who have been prescribed psychotropic medications.
5. Describe your agency's ability to provide services to high risk offenders?

D. EXPERIENCE/REFERENCES

(15 POINTS)

1. Describe your agency's experience and ability to serve a population of male individuals with either civil or criminal supervision statuses with a range of special needs and levels of risk for recidivistic behavior. Specify the total number of years experience, and identify any current services of a similar nature being provided to other agencies.
2. Describe any specific programs or services your agency has provided to the NYS DOP. Provide information on the performance of the program and total number of years experience.
3. Attach three professional reference letters of recommendation. If not indicated on the letterhead, please provide contact information for the author(s) of the letter(s). Letters may not be from NYS Division of Parole employees.

E. PROGRAM PERFORMANCE

(15 POINTS)

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

- **Utilization Rate:** The percentage of your program's capacity that is utilized.
 - **Enrollment Rate:** The percentage of clients referred who are enrolled.
 - **Length of Stay:** The average number of days clients remain in the program.
 - **Program Completion Rate:** The percentage of discharged clients who completed your program.
2. Describe how your organization will periodically assess program performance and how such assessments will be used to improve services and coordination with the Division of Parole.
 3. Indicate if you track clients after discharge. Include length of time the clients are tracked and any data you have with regard to those clients who have completed your program and remained crime free.
 4. Indicate what efforts you will make to maximize participation by clients in the program.
 5. Describe your agency's ability to provide both comprehensive program reports and individual progress reports electronically.

F. BUDGET/FISCAL (20 POINTS)

1. Budget Detail Sheet and Budget Narrative/Justification Overview

In **Attachment G**, please provide a narrative justification and budget detail sheet that specifically lines out the funding required for your program in contract years, **9/1/2008– 8/31/2009 and 9/1/2009 – 8/31/2010**. Be sure to include all of the required details and narrative justification. (Note: Proposals should clearly identify the funding required for each budget year in appropriate columns of the budget detail sheet. If your proposal includes multiple program sites, you must submit separate budget detail sheets for each site.) Narrative justifications should properly reflect each line of the budget detail sheets. Please include any formulas used to calculate salaries, fringe benefits, non-personal service numbers, and third-party revenue. Also include any formulas, assumptions, and/or justifications for all requested start-up funding.

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

2. Third-Party Revenue Projection Guidelines

Specify the procedures that will be employed to obtain third-party funding (i.e. Housing Assistance Program, etc.) in the budget narrative. Include the success of your organization in receiving third-party revenue and explain the impact on the proposed program if less third-party revenue than projected is received. The Division of Parole will not be in the position to make up any third-party revenue that does not materialize and reserves the right to consider this a contractual violation. Be careful to project accurately and take all necessary measures to achieve projected revenue levels.

- Projected third-party revenue will be treated as a matching fund for the program that has a direct result of reducing the cost to the Division of Parole, and therefore will improve a proposal's overall fiscal score. For example, if a program's total expense equals \$100,000 and the program projects to receive \$25,000 in third-party revenue, the total cost to the Division of Parole is \$75,000.
- Parolees cannot be required to contribute toward your program costs. Any third-party revenue referencing client (parolee) payments will not be acceptable. The Division will **not** change your proposed cost, and if your program receives an award, you will be required to make up the third-party revenue in some other way.

3. Start-up Cost Guidelines

If applicable, please indicate the amount of your proposed start-up costs. Start-up costs must be submitted on separate Budget Detail Sheet(s). Please provide appropriate detail and justification of need in your budget narrative if start-up costs are requested by your organization. It is imperative that these costs are properly denoted on the appropriate budget detail sheets. If the budget detail and/or narrative for all start-up costs are not submitted on separate budget detail sheets, your proposal will be **disqualified**.

In the context of this Request for Proposal, there are two types of Start-up costs: **Construction and Non-Construction**.

A. Construction Start-up Costs include costs associated with the developmental construction of a residential structure, and include but are not limited to:

- Architectural/engineering fees;
- Demolition/removal;
- Testing for lead, asbestos and/or other toxins;
- Land or building acquisition;
- Site development;
- Equipment costs, (i.e. kitchen equipment, etc.);
- Furniture for clients and common areas.

Funding Parameters:

If your construction start-up costs are funded, you will be contractually required to operate the project as Parole housing for a minimum of 5 years. Applicants and their architects should be well informed of the current construction market in their area in order to develop a realistic, cost-efficient budget proposal.

Construction Start-up Cost Budget Detail Sheet and Narrative:
Please detail all Construction Start-up Costs on the Construction Budget Detail Sheet and justifications in your Budget Narrative. Also include the anticipated Construction completion date.

- Construction Start-up Costs will be paid back to the Contractor over the 5-year contract term in five equal payments at the beginning of each program year.

B. Non-Construction Start-up costs are defined as the required investments made by the organization at the start of the contract that are actual and necessary. These start-up costs are only reimbursable during the first year of the contract; and they will not be recouped at the end of the contract period. Non-Construction Start-up costs include all other projected non-personnel expenses needed to begin the program. These costs can include, but are not limited to:

- New technology;
- Furniture;
- Telephone lines;
- Renovation costs – costs that will be paid in the first year as non-recurring;
- Supplies and Materials.

Non-Construction Start-up Cost Budget Detail Sheet and Narrative:
Please detail all Non- Construction Start-up Costs on the Non-Construction Budget Detail Sheet and justifications in your Budget Narrative.

4. Cash Advance

Not-for profit providers can receive two months of operating expenses as a cash advance; this cash advance is not considered “start-up costs”. Start-up costs will not be factored into the calculation of the cash advance amount.

All cash advances are recouped at the end of the contract period.

5. Budget Narrative Guidelines

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

- a. Personnel Services Expenditures: Title, Percent to Parole, and responsibilities;
- b. Fringe Benefits;
- c. Contractual/Consultant Services;
- d. Real Estate: Square Feet and cost to Parole;
- e. Travel Expenses;
- f. Supplies and Materials;
- g. Equipment,
- h. All third party revenue projections (No client (parolee) payments/contributions are acceptable as third-party funding)
- i. Start-up costs: Type (Construction vs. Non-Construction), Amount, and Justification

Note: Bidders that request start-up costs may choose to submit a single Budget Narrative that includes all programmatic costs and start-up costs justifications or they may submit separate justifications for programmatic costs versus start-up costs. If a bidder chooses to submit one budget narrative for both programmatic and start-up costs, the bidder still **must** submit separate budget detail sheets for all its start-up costs.

6. Additional Guidelines

There may be components in the Scope of Services that are associated with costs that you may not be familiar with (e.g. Electronic Monitoring telephone line), if this is the case, please address your question in writing to Jeffrey Nesich, Director of Parole Administration, and e-mail to contracts@parole.state.ny.us by May 19, 2008 or ask at the bidder's conference.

7. Budget Evaluation

Programs failing to submit a comprehensive budget proposal (including budget detail sheets for the aforementioned contract years and coinciding budget narratives) for all program sites and start-up costs will be disqualified.

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

- The lowest cost/slot proposal in a catchment area (factoring in third-party revenue and start-up costs) will receive 20 points. Other proposals in that area will receive points in direct proportion to the lowest cost/slot proposal in that area.

- The cost of each proposal is determined by dividing the total proposed 2-year program cost (including all start-up costs and projected revenue) to Parole by the number of proposed residential slots on any given day. For instance, if a program's total 2 year cost is \$200,000 for 10 beds, it is factored out to be \$20,000 per bed.

8. Budget Renewal and Cost of Living (COL) adjustment

For years 3 through 5, the Division will consider providing a 3% COL adjustment each year if sufficient funding exists and if said program has performed, as determined by the Division of Parole, in a highly effective manner. Programs will be measured against a series of established performance measures. A renewal letter will be sent 90 days prior to the expiration of the initial 2-year period, and 90 days prior to the end of each subsequent year. To contractually renew your program with the Division of Parole, you must submit a contract renewal budget prior to the expiration of the initial 2-year period, and prior to the end of each subsequent year, as well.

ATTACHMENT E

Component B

Proposal Response Questions
Secure Stabilization Housing Facility

ATTACHMENT E

NYS DIVISION OF PAROLE

PROPOSAL RESPONSE QUESTIONS - COMPONENT B: **Secure Stabilization Housing Facility (SSHF)**

Proposals that are advanced to Phase II will be scored pursuant to the information provided herein.

Instructions: Provide succinct responses in no more than 15 (fifteen) pages total, to the following questions. Do not attach any documents or attachments not requested by the RFP. Simply answer the questions in the clearest, most direct manner possible. **Please note that the RFP reviewers will not read or evaluate any information contained in those pages that exceed the 15-page limit.**

A. AGENCY SUMMARY

(10 POINTS)

1. Describe your organization or business and experience as a service organization. If applicable, attach a copy of your organization's Certificate of Incorporation.
2. Indicate the location and ownership of the site where secure housing are to be provided, including a description of the neighborhood and public transportation available. Attach a copy of the Certificate of Occupancy and a copy of any license, if required, to provide service at this location. **Attach any letters of non-opposition to your proposal received from appropriate county governmental official(s).**
3. Identify how you have determined that the housing site is geographically located in accord with local laws, ordinances and rules regarding the presence of sex offenders in the community as well as requirements regarding proximity to school grounds or facilities primarily used for the care or treatment of persons under the age of 18, as more fully described in the SSHF Scope of Service.
4. State who will be responsible to manage and provide security at the proposed facility. Briefly describe the qualifications and responsibilities of staff that will be assigned to the facility (including the lead facility person/House Manager and any supporting organizational and security staff).
5. Delineate the outstanding features of your facility that distinguish your business or organization from other comparable facilities.
6. Describe the reasons why the Division should select your bid.

B. SCOPE OF SERVICES

(30 POINTS)

1. Describe your ability to meet the scope of services. What facility and security features would you provide to achieve the goals of the Division's SSHF facility?

2. Describe staff ability to successfully interact with persons to be served in the facility, community members and Parole staff.
3. Describe your proposed facility operations, and physical layout, include information regarding bed checks, tracking resident movement in and out of the facility, disciplinary procedures, house rules and removal procedures.
4. Describe how you will develop formal linkages with community law enforcement agencies. If you have linkages in place, specify with who and if not, who do you propose to establish linkages with? Describe any proximity your site will have to either a Parole office or Police station.
5. Indicate the client to 24-hour Security/Control staffing ratio.
6. Indicate what steps your organization or business will take to implement this facility, prepare for case referral/placement and coordination with the Division of Parole. Please provide a timeline of these actions.
7. Describe your ability to work with the DOP to implement an Electronic Monitoring (EM) program on-site (note: DOP will provide EM equipment, however, access to phone and electrical service on-site are the contractors responsibility).

C. POPULATION TO BE SERVED

(10 POINTS)

1. Facilities typically are required to serve residents with varying degrees of English language competency. Describe your plan to serve persons presenting English language barriers.
2. Describe your organization or business's capacity to provide or arrange for reasonable accommodations for individuals with disabilities.
3. Will your facility be co-located with another facility or operate at a site where other organizations or businesses are present? If yes, what populations are served and describe how you plan to meet the requirements of the SSHF facility without compromising resident or public safety.
4. Describe your organization's ability to secure a resident's medication and track the dispensing of medications.
5. Describe your agency's ability to provide services to high risk offenders?

D. EXPERIENCE/REFERENCES

(15 POINTS)

1. Describe your organization or business's experience and ability to serve a population of male individuals with either civil or criminal supervision statuses with a range of special needs and levels of risk for recidivistic

behavior. Specify the total number of years experience, and identify any current housing services of a similar nature being provided to other agencies.

2. Describe any specific housing or services your agency has provided to the NYS DOP. Provide information on the performance of these operations and total number of years experience.
3. Attach three professional reference letters of recommendation. If not indicated on the letterhead, please provide contact information for the author(s) of the letter(s). Letters may not be from NYS Division of Parole employees.

E. FACILITY PERFORMANCE

(15 POINTS)

1. Provide the following information concerning the operation of your facility or realistic projection of your proposed facility operation. Specify the timeframe on which the data is based or projected and whether criminal justice clients are being served or will be served.
 - **Utilization Rate:** The percentage of your facility's capacity that is utilized.
 - **Enrollment Rate:** The percentage of clients referred who are enrolled.
 - **Length of Stay:** The average number of days clients remain in the facility.
2. Describe how your organization will periodically assess facility performance and how such assessments will be used to improve services and coordination with the Division of Parole.
3. Describe your agency's plan to provide reports to DOP and any capacity to individual progress reports electronically.

F. BUDGET/FISCAL

(20 POINTS)

1. **Budget Detail Sheet and Budget Narrative/Justification Overview**
In **Attachment G**, please provide a narrative justification and budget detail sheet that specifically lines out the funding required for your program in contract years, **9/1/2008– 8/31/2009 and 9/1/2009 – 8/31/2010**. Be sure to include all of the required details and narrative justification. (Note: Proposals should clearly identify the funding required for each budget year in appropriate columns of the budget detail sheet. If your proposal includes multiple program sites, you must submit separate budget detail sheets for each site.) Narrative justifications should properly reflect each line of the budget detail sheets. Please include any formulas used to calculate salaries, fringe benefits, non-personal service numbers, and third-party revenue. Also

include any formulas, assumptions, and/or justifications for all requested start-up funding.

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

2. **Third-Party Revenue Projection Guidelines**

Specify the procedures that will be employed to obtain third-party funding (i.e. Housing Assistance Program, etc.) in the budget narrative. Include the success of your organization in receiving third-party revenue and explain the impact on the proposed program if less third-party revenue than projected is received. The Division of Parole will not be in the position to make up any third-party revenue that does not materialize and reserves the right to consider this a contractual violation. Be careful to project accurately and take all necessary measures to achieve projected revenue levels.

- Projected third-party revenue will be treated as a matching fund for the program that has a direct result of reducing the cost to the Division of Parole, and therefore will improve a proposal's overall fiscal score. For example, if a program's total expense equals \$100,000 and the program projects to receive \$25,000 in third-party revenue, the total cost to the Division of Parole is \$75,000.
- Parolees cannot be required to contribute toward your program costs. Any third-party revenue referencing client (parolee) payments will not be acceptable. The Division will **not** change your proposed cost, and if your program receives an award, you will be required to make up the third-party revenue in some other way.

3. **Start-up Cost Guidelines**

If applicable, please indicate the amount of your proposed start-up costs. Start-up costs must be submitted on separate Budget Detail Sheet(s). Please provide appropriate detail and justification of need in your budget narrative if start-up costs are requested by your organization. It is imperative that these costs are properly denoted on the appropriate budget detail sheets. If the budget detail and/or narrative for all start-up costs are not submitted on separate budget detail sheets, your proposal will be **disqualified**.

In the context of this Request for Proposal, there are two types of Start-up costs: **Construction and Non-Construction**.

- A. **Construction Start-up Costs** include costs associated with the developmental construction of a residential structure, and include but are not limited to:

- Architectural/engineering fees;
- Demolition/removal;
- Testing for lead, asbestos and/or other toxins;
- Land or building acquisition;
- Site development;
- Equipment costs, (i.e. kitchen equipment, etc.);
- Furniture for clients and common areas.

Funding Parameters:

If your construction start-up costs are funded, you will be contractually required to operate the project as Parole housing for a minimum of 5 years. Applicants and their architects should be well informed of the current construction market in their area in order to develop a realistic, cost-efficient budget proposal.

Construction Start-up Cost Budget Detail Sheet and Narrative:
Please detail all Construction Start-up Costs on the Construction Budget Detail Sheet and justifications in your Budget Narrative. Also include the anticipated Construction completion date.

- Construction Start-up Costs will be paid back to the Contractor over the 5-year contract term in five equal payments at the beginning of each program year.

B. Non-Construction Start-up costs are defined as the required investments made by the organization at the start of the contract that are actual and necessary. These start-up costs are only reimbursable during the first year of the contract; and they will not be recouped at the end of the contract period. Non-Construction Start-up costs include all other projected non-personnel expenses needed to begin the program. These costs can include, but are not limited to:

- New technology;
- Furniture;
- Telephone lines;
- Renovation costs – costs that will be paid in the first year as non-recurring;

Supplies and Materials.

Non-Construction Start-up Cost Budget Detail Sheet and Narrative:
Please detail all Non- Construction Start-up Costs on the Non-Construction Budget Detail Sheet and justifications in your Budget Narrative.

4. **Cash Advance**

Not-for profit providers can receive two months of operating expenses as a cash advance; this cash advance is not considered “start-up costs”. Start-up costs will not be factored into the calculation of the cash advance amount.

All cash advances are recouped at the end of the contract period.

5. **Budget Narrative Guidelines**

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

- a. Personnel Services Expenditures: Title, Percent to Parole, and responsibilities;
- b. Fringe Benefits;
- c. Contractual/Consultant Services;
- d. Real Estate: Square Feet and cost to Parole;
- e. Travel Expenses;
- f. Supplies and Materials;
- g. Equipment,
- h. All third party revenue projections (No client (parolee) payments/contributions are acceptable as third-party funding)
- i. Start-up costs: Type (Construction vs. Non-Construction), Amount, and Justification

Note: Bidders that request start-up costs may choose to submit a single Budget Narrative that includes all programmatic costs and start-up costs justifications or they may submit separate justifications for programmatic costs versus start-up costs. If a bidder chooses to submit one budget narrative for both programmatic and start-up costs, the bidder still **must** submit separate budget detail sheets for all its start-up costs.

6. **Additional Guidelines**

There may be components in the Scope of Services that are associated with costs that you may not be familiar with (e.g. Electronic Monitoring telephone line), if this is the case, please address your question in writing to Jeffrey Nesich, Director of Parole Administration, and e-mail to contracts@parole.state.ny.us by May 19, 2008 or ask at the bidder’s conference.

7. **Budget Evaluation**

Programs failing to submit a comprehensive budget proposal (including budget detail sheets for the aforementioned contract years and coinciding budget narratives) for all program sites and start-up costs will be disqualified.

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

- The lowest cost/slot proposal in a catchment area (factoring in third-party revenue and start-up costs) will receive 20 points. Other proposals in that area will receive points in direct proportion to the lowest cost/slot proposal in that area.
- The cost of each proposal is determined by dividing the total proposed 2-year program cost (including all start-up costs and projected revenue) to Parole by the number of proposed residential slots on any given day. For instance, if a program's total 2 year cost is \$200,000 for 10 beds, it is factored out to be \$20,000 per bed.

8. Budget Renewal and Cost of Living (COL) adjustment

For years 3 through 5, the Division will consider providing a 3% COL adjustment each year if sufficient funding exists and if said program has performed, as determined by the Division of Parole, in a highly effective manner. Programs will be measured against a series of established performance measures. A renewal letter will be sent 90 days prior to the expiration of the initial 2-year period, and 90 days prior to the end of each subsequent year. To contractually renew your program with the Division of Parole, you must submit a contract renewal budget prior to the expiration of the initial 2-year period, and prior to the end of each subsequent year, as well.

ATTACHMENT F

Application Cover Sheet

ATTACHMENT F
NYS DIVISION OF PAROLE
RFP 2007-09
SECURE STABILIZATION PROGRAMS

APPLICATION COVER SHEET

Applicant Legal Name: _____

Contact Person: _____

Business Address: _____

Phone: _____

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

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

Component Proposed: _____

Catchment Area/County Proposed: _____

Total Number of Beds Proposed: _____ *(to be filled at any one time)*

Proposed Program Site Address: _____

Phone: _____

Amount Requested for Program: Year 1: _____

Start-Up Costs (if applicable): _____

Year 2: _____

Total: _____

Submitted By: Name and Title of Authorized Official: _____

Signature of Authorized Official: _____

Date: _____

Note: Signature lends applicant to a firm offer for a 180-day period from the date of the submission. Signature also represents acknowledgement and compliance with Attachment A (Standard Clauses), and MacBride Fair Employment Principles.

ATTACHMENT F

Proposal Checklist: Please check the following to ensure compliance with RFP requirements.

- Original signed proposal plus eighteen (18) copies
- Compliance with Attachment A
- Establishment of a TB Control Plan and Policy & Procedure Manual
- Compliance with MacBride Fair Employment Principles

- Application Cover Sheet (*Attachment F*)
- Fifteen (15) page Proposal Response Narrative
- Ability/capacity to service both Client Group A and B
- Budget Form and Narrative Justification (*Attachment G*)
- Updated Certificate of Occupancy or equivalent
- Any applicable licenses
- Certificate of Incorporation

- Compliance with MWBE Goals (*Attachment H*)
- Worker's Compensation Insurance (*Attachment J*)
- Vendor Responsibility Questionnaire
 - Completed electronically; OR
 - Questionnaire attached

Signature of Authorized Official: _____

Date: _____

ATTACHMENT G

Budget

Sub-Total Contractual Services	\$	-	\$	-
Space Costs				
Facility Rental				
Water & Sewer				
Real Estate Taxes				
-				
-				
-				
-				
-				
-				
-				
Sub-Total Space Costs	\$	-	\$	-
Supplies				
-				
-				
-				
-				
-				
-				
-				
-				
-				
-				
-				
Sub-Total Supplies & Materials	\$	-	\$	-
Equipment Purchase				
Office Equipment Purchase				
Computer Equipment Purchase/Lease				
Dormitory Purchased				
Maintenance Equipment				
Telephone Leased Equipment				
Beeper/Cellular Phones Lease				
Copier Lease				
Repairs				
-				
-				
-				
-				
-				
-				
-				
-				
-				
-				
-				
-				
-				
Sub-Total Equipment Purchase	\$	-	\$	-
Equipment Rent/Lease				
-				
-				
-				
-				
-				
-				

Sub-Total Equipment Rent/Lease	\$	-	\$	-
Transportation				
-				
-				
-				
-				
-				
-				
-				
Sub-Total Transportation	\$	-	\$	-
Utilities				
-				
-				
-				
-				
-				
-				
Sub-Total Utilities	\$	-	\$	-
Miscellaneous				
-				
-				
-				
-				
-				
-				
-				
Sub-Total Miscellaneous	\$	-	\$	-
TOTAL OTHER THAN PERSONNEL SERVICES	\$	-	\$	-
TOTAL PROGRAM BUDGET	\$	-	\$	-
THIRD-PARTY REVENUES				
TOTAL THIRD PARTY REVENUE	\$	-	\$	-
TOTAL PAROLE CONTRACT AMOUNT	\$	-	\$	-

ATTACHMENT H

MWBE Forms

CONTRACTOR'S EEO POLICY STATEMENT

Prior to the award of a State contract, the contractor shall submit an Equal Employment Opportunity ("EEO") Policy Statement to the contracting agency within the time frame established by that agency. The contractor's EEO Policy statement shall contain, but not necessarily be limited to, and the contractor, as a precondition to entering into a valid and binding State contract, shall, during the performance of the State contract, agree to the following:

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

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.

CONTRACTOR'S LIST OF SUBCONTRACTORS & SUPPLIERS

1. Name & Address	2. Check Appropriate Box*		3. Certified:*		4. Contract Goals:*		5. Date Submitted		Addendum No.
	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Subcontractor	MBE: _____ WBE: _____	MBE: _____ WBE: _____	% _____ %	% _____ %	6. Contract No.: _____ County: _____ Region: _____		
Federal ID/Social Security No.:		<input type="checkbox"/> Joint Venture	7. Contract Description*						
8. Subcontractors/Suppliers Name & Address/Telephone #	9. Classification	Supplier	10. Federal ID#	11. Description	12. \$ Value of	13. Date to			
	MBE WBE Other	MBE WBE Other		Subcontracts/Supplies	Subcontracts/Supplies	be Awarded			
	MBE WBE Other	MBE WBE Other							
	MBE WBE Other	MBE WBE Other							
	MBE WBE Other	MBE WBE Other							
14. (a) Total contract bid amount: _____ Number _____ Amount _____ % of Total _____									
(b) Total subcontracts for construction and supplies assigned to MBE's: _____ 100%									
(c) Total subcontracts for construction and supplies assigned to WBE's: _____ %									
(d) Subcontracts for construction and supplies unassigned: _____ %									
15. Waiver request submitted: _____ Yes _____ No _____									
CONTRACTOR'S STATEMENT: My firm proposes to use the firms listed on this form.									
Prepared by: (Signature of Contractor)					Print name of contractor:				
Telephone No.:					Date:				
FOR DOP USE ONLY									
Reviewed by:					Date:				
MWBE Firms Certified:									
MWBE Firms Not Certified:									

*Delete information if reported on previous submittal.

**This report is required pursuant to Executive Law. Failure to report will result in noncompliance.

CONTRACTOR'S LIST OF SUBCONTRACTORS & SUPPLIERS

8. Subcontractors/Suppliers Name & Address/Telephone #	9. Classification Subcontractor Supplier			10. Federal ID#	11. Description Subcontracts/Supplies	12. \$ Value of Subcontracts/Supplies	13. Date to be Awarded
	MBE	MBE	MBE				
	WBE	WBE	WBE				
	Other	Other	Other				
	MBE	MBE	MBE				
	WBE	WBE	WBE				
	Other	Other	Other				
	MBE	MBE	MBE				
	WBE	WBE	WBE				
	Other	Other	Other				
	MBE	MBE	MBE				
	WBE	WBE	WBE				
	Other	Other	Other				
	MBE	MBE	MBE				
	WBE	WBE	WBE				
	Other	Other	Other				
	MBE	MBE	MBE				
	WBE	WBE	WBE				
	Other	Other	Other				
	MBE	MBE	MBE				
	WBE	WBE	WBE				
	Other	Other	Other				
	MBE	MBE	MBE				
	WBE	WBE	WBE				
	Other	Other	Other				

**CONTRACT COMPLIANCE
UTILIZATION PROGRAM
CONTRACTOR'S LIST OF SUBCONTRACTORS & SUPPLIERS**

Instructions: This form is used to report all subcontractors and suppliers utilized by the Prime Contractor. If a subcontract is \$25,000+, the subcontractor must also submit this form to the Prime Contractor. Form is to be submitted to the Affirmative Action Office 7 working days after notice of low bid.

-Information and dollar value of purchases from a single supplier/subcontractor should be shown and recorded on this form.

-An amended form must be resubmitted whenever substitute or MWBE subcontractor/supplier is proposed.

-Enter "1" for first submittal number.

- Number all resubmission consecutively and a 15A/MWBE 3 (Letter of Intent to Participate) should be attached for all additional firms submitted.
1. Name, Address & Federal I.D.: Give full name of firm, home office address and Federal I.D. number.
2. Prime Contractor/Subcontractor: Indicate if Prime, Subcontractor, or Joint Venture.
3. Certified: Indicate if firm identified in #1 is a MBE or WBE.
4. Contract Goals: Indicate MBE/WBE goals from contract.
5. Date Submitted: Indicate month and year of submission. An addendum to this form must be submitted whenever a substitute or additional MWBE subcontractor/supplier is proposed. Enter (1) for the first addendum number. Number all addenda consecutively.
6. Contract No., County, & Region: Indicate Contract Number, County, and Region.
7. Contract Description: Examples: Paving, Excavation, Consultant, Janitorial, etc.
8. - 10. Complete information as indicated in column header.
11. Description of Supplies /Subcontractors: Examples: Paving, Maintenance, Landscaping, Pipe, Cement.
Amount of subcontracts/supplies.
12. \$ Value: Amount of subcontracts to be awarded.
13. Date to be Awarded: Date subcontract to be awarded.
14. Contract Info:
 - (a) Dollar amount of contractor's contract
 - (b) Number and dollar amount of MBE subcontracts
 - (c) Number and dollar amount of WBE subcontracts
 - (d) Number and dollar amount of subcontracts unassigned
15. Waiver Request: Submitted Waiver Request. Indicate yes or no. Refer to form MWBE 7, Request for Waiver.

STAFFING PLAN

Project/RFP Title _____ Location of Contract _____ County _____ Zip _____

Contractor/Firm Name _____ Address _____ City _____ State _____ Zip _____

Check applicable categories: (1) Staff Estimates include: Contract/Project Staff Total Work Force Subcontractors
 (2) Type of Contract: Construction Consultants Commodities Services/Consultants

Federal Occupational Category	Total Number Employees		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/Alaskan Native		Total Percent Minority Employees	Total Percent Female Employees
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS												

Total Anticipated Work Force

Company Official's Name _____ Title _____

Company Official's Signature _____ Date _____

Telephone Number () _____

CONTRACTORS STAFFING PLAN INSTRUCTIONS FOR COMPLETION

PURPOSE: The Contractors Staffing Plan is prepared by all contractors providing services (skilled and non-skilled) or professional consulting services (inclusive of professional construction consultant services) to a state agency. The plan is required prior to the award of a contract and contains the anticipated staff assignments during the contract. In instances where that cannot be identified, the contractor may identify the total work force of the company. The form will be reviewed by state agencies for the purposes of equal employment opportunity requirements.

GENERAL INFORMATION:

1. **Project/RFP Title:** describe the project for which you are competing as indicated on the RFP/RFB document.
2. **Location of Contract:** the company's location and postal zip code.
3. **Contractor/Firm Name:** the company that will be providing the workforce. Include address with city name, State, and zip code.
4. **Check applicable categories:**
 - (1) **Staff Estimates include:** Contract/Project Staff (check in cases where the workers to be assigned can be determined. Total Work Force (check in the event the contract work force cannot yet be determined, subcontractors (check if the work force for the project is that of a subcontractor).
 - (2) **Type of Contract:** Construction Consultants, Commodities, Services/Consultants (check appropriate box).

TOTAL ANTICIPATED WORK FORCE:

1. **Federal Occupational Category:** The contractor's work force is broken down and reported by the nine Federal Occupational Categories (FOC's) consistent with the Federal government's EEO-1 for private sector labor force. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.
2. **Total Number of Employees:** Record the total number of all persons employed in each FOC regardless of ethnicity (either to be assigned to the contract/project staff OR in the company's total work force, as indicated by the categories selected in number 4 (1) Staff Estimates, of the General Information. Report the total number of male employees in column (1), and the total number of female employees in column (2) for each FOC. In columns (3) through (10), report the number of male and female minority group members, based on the following defined groups:

Black (not of Hispanic origin): all persons having origins in any of the Black African racial groups.

Hispanic: all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race.

Asian or Pacific Islander: all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent, or the Pacific Islands.

Native American or Alaskan Native: all persons having origins in any of the original peoples of North America.

TOTAL PERCENT MINORITY: Add all minority group members (male and female), columns (3) through (10), divide by the total numbers of all employees in that FOC (columns 1 and 2). Post the percentage result for that FOC. (Ex., Total # of minority employees (columns 3 through 10) ÷ Total # of employees (columns 1 and 2).

TOTAL PERCENT FEMALE: Divide the number of female employees (column 2) in the FOC, by the total number of both male and female (column 1 and 2). Post the percentage result for that FOC. (Ex., Total female employees (column 2) ÷ Total # of employees (column 1 and 2).

TOTALS: To compute the column totals, add vertically, the total number of employees entered in each row of the column. **Total percentage Minority Employees** and **Total percentage Female Employees** should be calculated as shown above, using the summed column totals.

The Contractors Staffing Plan is to be completed by the prime contractor and signed and dated by an authorized representative before submission. The Company Official's Name, Title, Date, Telephone Number, and Signature should be provided where indicated on the form.

**WORK FORCE UTILIZATION REPORT
SERVICE and/or CONSULTANT FIRMS**

Agency _____ /Code _____ Reporting Period _____
 Contractor/Firm Name _____ Address _____ City _____ State _____ Zip _____
 Check one: Quarterly Report Semi-Annual Report

Type of Report: Contract Specific Work Force Total Work Force Check if NOT-FOR-PROFIT

Federal ID/Payee ID No.: _____ Contract No.: _____ Location of Work: _____
 Check One: Prime Contractor Subcontractor Product/Service Provided: _____ County _____ Zip _____
 Contract Amount: \$ _____ Contract Start Date: _____ Percent of Job Completed: _____

Occupational Category	Total Number Employees		Black (not of Hispanic Origin)				Hispanic		Asian or Pacific Islander		Native American/Alaskan Native		Total Percent Minority Employees	Total Percent Female Employees
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craft Workers														
Operatives														
Laborers														
Service Workers														
TOTALS														

Company Official's Name _____ Title _____

Company Official's Signature _____ Date _____

Telephone Number (_____) _____

**WORK FORCE UTILIZATION REPORT
SERVICE and/or CONSULTANT FIRMS
INSTRUCTIONS FOR COMPLETION**

PURPOSE: The Work Force Utilization Report for Service and/or Consultant Firms is prepared by all contractors, and subcontractors if any, providing services (skilled or non-skilled) or professional consulting services to a state agency to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal government for reporting equal employment opportunity data. When the contract specific work force can be identified, the report covers all employees (including apprentices or trainees) working on the project. If the contract specific work force cannot be separated out, the contractor's total work force is reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

GENERAL INFORMATION:

1. Name of contracting state agency and state agency code (five digit code).
2. Reporting period covered by report (mm/dd/yy to mm/dd/yy); check to indicate Quarterly or Semi-Annual Report.
3. Contractor firm name (prime contractor on summary report submitted to agency) and address (including city name, state and zip code); check if the contractor is a NOT-FOR-PROFIT.
4. Type of Report: check to indicate whether report covers (i) the Contract Specific Work Force or (ii) the Company's Total Work Force (in the event the contract specific work force cannot be separated out).
5. Contractor Federal Employer identification number or payee identification number (prime contractor I.D. on summary report); check to indicate prime or subcontractor report.
6. Contract Amount is dollar amount based on terms of the contract.
7. Contract number is the agency assigned number given to the contract (seven digits).
8. Location of work including county and zip code where work is performed.
9. Indicate Product or Service provided by contractor (brief description).
10. Contract start date is month/day/year work on contract actually began.
11. Contractor's estimate of the percentage of work completed at the end of this reporting period.

FEDERAL OCCUPATIONAL CATEGORIES: The contractor's work force is broken down and reported by the nine Federal Occupational Categories (FOC's) consistent with the Federal government's EEO-1 categories for the private sector labor force.

These are: Officials and Managers, Professionals, Technicians, Sales, Office & Clerical (Administrative Support), Craft Workers, Operatives, Laborers and Service Workers. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.

TOTAL NUMBER OF EMPLOYEES: Record the total number of all persons employed in each FOC during the reporting period, regardless of ethnicity (either working on the specific contract OR in the contractor's total work force, based on the type of report indicated above). Report the total number of male (M) employees in column (1) and the total number of female (F) employees in column (2) for each FOC. In columns (3) through (10) report the numbers of male and female minority group members employed, based on the following defined groups:

- Black (not of Hispanic origin): all persons having origins in any of the Black African racial groups;
- Hispanic: all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or descent of either Indian or Hispanic origin, regardless of race;
- Asian or Pacific Islander: all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands;
- Native American or Alaskan Native: all persons having origins in any of the original peoples of North America.

TOTAL PERCENT MINORITY: The sum of all minority group members (male and female) employed in the FOC divided by the total number of all employees in that FOC (column 1 + column 2).

TOTAL PERCENT FEMALE: The total number of female employees in the FOC (column 2) divided by the total number of all employees in that FOC (column 1 + column 2).

TOTALS: The column totals should be calculated (sum each column) for all FOC's combined. Total minority and female percentages should be calculated as shown above, based on the column totals.

SUBMISSION: The work force utilization report is to be completed by both prime and subcontractors and signed and dated by an authorized representative before submission. This Company Official's name, official title, and telephone number should be printed or typed where indicated on the bottom of the form.

The prime contractor shall complete a report for its own work force, collect reports completed by each subcontractor, and prepare a summary report for the entire combined contract work force. The reports shall include the total number of employees in each occupational category for all payrolls completed in the reporting period. The prime contractor shall submit the summary report to the contracting agency as required by Part 142 of Title 5 of the NYCRR pursuant to Article 15-A of the Executive Law.

**WORK FORCE UTILIZATION REPORT
COMMODITIES FIRMS**

Agency _____ /Code _____ Reporting Period _____
 Contractor/Firm Name _____ Address _____ City _____ State _____ Zip _____
 Check one: Quarterly Report Semi-Annual Report

Type of Report: Contract Specific Work Force Total Work Force Check if NOT-FOR-PROFIT

Federal ID/Payee ID No.: _____ Contract No.: _____ Location of Work: _____
 Check One: Prime Contractor Subcontractor Product/Service Provided: _____ County _____ Zip _____
 Contract Amount: \$ _____ Contract Start Date: _____ Percent of Job Completed: _____

Federal Occupational Category	Total Number Employees		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/Alaskan Native		Total Percent Minority Employees	Total Percent Female Employees
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS												

Company Official's Name _____ Title _____

Company Official's Signature _____ Date _____

Telephone Number (_____) _____

**WORK FORCE EMPLOYMENT UTILIZATION REPORT
COMMODITIES FIRMS
INSTRUCTIONS FOR COMPLETION**

PURPOSE: The Work Force Employment Utilization Report for Commodities Firms is prepared by all contractors, and sub-contractors if any, providing goods, products or merchandise to a state agency to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal government for reporting equal employment opportunity data. When the contract specific work force can be identified, the report covers all employees (including apprentices or trainees) working on the project. If the contract specific work force cannot be separated out, the contractor's total work force is reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

GENERAL INFORMATION:

1. Name of contracting state agency and state agency code (five digit code).
2. Reporting period covered by report (mm/dd/yy to mm/dd/yy); check to indicate Quarterly or Semi-Annual Report.
3. Contractor firm name (prime contractor on summary report submitted to agency) and address (including city name, State and zip code); check if the contractor is a NOT-FOR-PROFIT.
4. Type of Report: check to indicate whether report covers (i) the Contract Specific Work Force or (ii) the Company's Total Work Force (in the event the contract specific work force cannot be separated out).
5. Contractor Federal Employer identification number or payee identification number (prime contractor i.d. on summary report); check to indicate prime or subcontractor report.
6. Contract Amount is dollar amount based on terms of the contract.
7. Contract number is the agency assigned number given to the contract (seven digits).
8. Location of work including county and zip code where work is performed.
9. Indicate Product or Service provided by contractor (brief description).
10. Contract start date is month/day/year work on contract actually began.
11. Contractor's estimate of the percentage of work completed at the end of this reporting period.

FEDERAL OCCUPATIONAL CATEGORIES: The contractor's work force is broken down and reported by the nine Federal Occupational Categories (FOC's) consistent with the Federal government's EEO-1 categories for the private sector labor force.

These are: Officials and Managers, Professionals, Technicians, Sales, Office & Clerical (Administrative Support), Craft Workers, Operatives, Laborers and Service Workers. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.

TOTAL NUMBER OF EMPLOYEES: Record the total number of all persons employed in each FOC during the reporting period, regardless of ethnicity (either working on the specific contract OR in the contractor's total work force, based on the type of report indicated above). Report the total number of male (M) employees in column (1) and the total number of female (F) employees in column (2) for each FOC. In columns (3) through (10) report the numbers of male and female minority group members employed, based on the following defined groups:

- Black (not of Hispanic origin): all persons having origins in any of the Black African racial groups;
- Hispanic: all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American decent of or either Indian or Hispanic origin, regardless of race;
- Asian or Pacific Islander: all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands;
- Native American or Alaskan Native: all persons having origins in any of the original peoples of North America.

TOTAL PERCENT MINORITY: The sum of all minority group members (male and female) employed in the FOC divided by the total number of all employees in that FOC (column 1 + column 2).

TOTAL PERCENT FEMALE: The total number of female employees in the FOC (column 2) divided by the total number of all employees in that FOC (column 1 + column 2).

TOTALS: The column totals should be calculated (sum of each column) for all FOC's combined. Total minority and female percentages should be calculated as shown above, based on the column totals.

SUBMISSION: The work force utilization report is to be completed by both prime and subcontractors and signed and dated by an authorized representative before submission. This Company Official's name, official title, and telephone number should be printed or typed where indicated on the bottom of the form.

The prime contractor shall complete a report for its own work force, collect reports completed by each subcontractor, and prepare a summary report for the entire combined contract work force. The reports shall include the total number of employees in each occupational category for all payrolls completed in the monthly reporting period. The prime contractor shall submit the summary report to the contracting agency as required by Part 542 of Title 9 Subtitle N of the NYCRR pursuant to Article 15-A of the Executive Law.

ATTACHMENT I

Workers Compensation Certification

NYS WCB WC/DB100/101 100 Broadway Menands ALBANY 12241 (866) 750-5157 Fax# (518) 473-9166	NYS WCB WC/DB100/101 State Office Building 44 Hawley Street BINGHAMTON 13901 (866) 802-3604 Fax# (607) 721-8464	NYS WCB WC/DB100/101 111 Livingston St. 22nd Floor BROOKLYN 11201 (800) 877-1373 Fax# (718) 802-6642	NYS WCB WC/DB100/101 107 Delaware Ave. BUFFALO 14202 (866) 211-0645 Fax# (716) 842-2155	NYS WCB WC/DB100/101 220 Rabro Drive Suite 100 HAUPPAUGE 11788 (866) 681-5354 Fax# (631) 952-7966	NYS WCB WC/DB100/101 175 Fulton Ave. HEMPSTEAD 11550 (866) 805-3630 Fax# (516) 560-7807	NYS WCB WC/DB100/101 215 W. 125th St. 3rd Floor NEW YORK 10027 (800) 877-1373 Fax# (212) 316-9183	NYS WCB WC/DB100/101 41 North Division St. PEEKSKILL 10566 (866) 746-0552 Fax# (914) 788-5793	NYS WCB WC/DB100/101 168-46 91st Ave. 3rd Floor QUEENS 11432 (800) 877-1373 Fax# (718) 291-7248	NYS WCB WC/DB100/101 130 Main St. ROCHESTER 14614 (866) 211-0644 Fax# (585) 238-8341	NYS WCB WC/DB100/101 935 James St. SYRACUSE 13203 (866) 802-3730 Fax# (315) 423-2938
--	--	--	--	---	--	---	--	---	--	--

Affidavit 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

(Please contact an attorney if you have any questions regarding this form.)

Because this is a sworn affidavit, employees of the Workers' Compensation Board cannot assist applicants in answering questions about this form.

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Affidavit **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show either other businesses or those businesses' insurance carriers that such insurance is not required.

Applicant must either fax or mail this completed form to the closest New York State Workers' Compensation Board office at the fax number or address listed on the top of this form

Incomplete forms will be returned, UNSTAMPED.

Please note: This statement must FIRST be notarized and THEN sent to be stamped as received by the New York State Workers' Compensation Board. This affidavit will not be accepted by government officials one year after the date stamped as received by the Workers' Compensation Board.

UPON RECEIPT OF A FULLY COMPLETED FORM WC/DB-100, the Workers' Compensation Board will stamp this form as received and return it to you by either mail or fax within 5 business days. Please provide a copy (or the original, if required by the government entity) of this stamped form to the government entity from which you are requesting a permit, license or contract.

In the Application of (Business Name and Address)

for a _____ permit/license/contract

State of _____)

) ss.:

County of _____)

▶ 1. _____ (applicant's name) being duly sworn, deposes and says:

1a) I am the _____ (position) with the above-named business, a/an _____ (nature of business—e.g., building contractor, occupational therapist, food cart vendor, etc). The telephone number of the business is (_____) _____. The Federal Employer Identification Number of the business (or the Social Security Number of the business owner) is _____. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this affidavit.

2. My personal address is _____ and my home telephone number is (_____) _____.

3. That the above named business is applying for a _____ (type of permit/ license/contract applying for) from _____ (governmental entity issuing the permit/ license/contract).

3a){Optional -- Location of where work will be performed in New York State _____ from _____ to _____ (dates necessary to complete work associated with permit/license/contract). The estimated dollar amount of project is _____.

4. That the above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason (to be eligible for exemption, applicant must be able to truthfully check **ONE** of the boxes from 4a. through 4i.):

4a.) the business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

- 4b.) the business is a LLC, LLP, PLLC, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. *(Must attach separate sheet with a list of all the partners/members names and also with the signatures of all the partners/members – Limited Partnerships must ONLY list General Partners.)*
- 4c.) the business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation. Other than the corporate owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.
- 4d.) the business is a two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (each individual must own at least one share of stock). Other than the corporate owners, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. *(Must attach separate sheet with a list of the names of both owners, and also with both owners' signatures.)*
- 4e.) the applicant is a nonprofit entity (under IRS rules). With the exception of clergy or teachers, the nonprofit has no compensated individuals providing any services including subcontractors.
- 4f.) the business is a farm with less than \$1,200 in payroll the preceding calendar year.
- 4g.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has no employees, day labor, leased employees, borrowed employees, part-time employees or subcontractors.
- 4h.) other than the business owner(s) and individuals obtained from a registered temporary service agency, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. Other than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agency and that agency has covered these individuals for New York State workers' compensation insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation.
- 4i.) the out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York *(Applicant MUST attach a certificate of insurance from its foreign or other State's workers' compensation insurance policy to this Affidavit).*

5. That the above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason (to be eligible for exemption, applicant must be able to truthfully check **ONE** of the boxes from 5a. through 5f.):

- 5a.) the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. *(Independent contractors are not considered to be employees under the Disability Benefits Law.)*
- 5b.) the applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.
- 5c.) the applicant is a nonprofit with NO compensated individuals providing services; or is a religious, charitable or educational nonprofit with no compensated individuals providing services except for executive officers, clergy, sextons, teachers or professionals.
- 5d.) the business is a farm and all employees are farm laborers.
- 5e.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has not employed one or more individuals on at least 30 days in any calendar year in New York State. *(Independent contractors are not considered to be employees under the Disability Benefits Law.)*
- 5f.) other than the business owner(s) and individuals obtained from the temporary service agency, there are no other employees. Other than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agency and that agency has covered these individuals for New York State disability benefits insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation.

6. By signing my name below, I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this affidavit under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named business will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed in item 3 on the front of this form

(Applicant's Signature -- first and last name)

Sworn to before me this _____
 Day of _____, 20__

 Notary Public



NYS Workers' Compensation Board Received Stamp