



Corrections and Community Supervision

Request for Proposals (RFP) #2023-22

Incarcerated Individual Parenting Program

Issue Date: December 19, 2023

Proposal Due Date: February 2, 2024 by 3:00 P.M.

NOTICE TO BIDDERS

1. Read the entire RFP document. Note the key issues such as: critical dates, qualifying and mandatory requirements, services required, and proposal packaging requirements.
2. The services are to be provided in eight facilities identified in Section V. The facilities are located in the Green Haven, Sullivan and New York City Hubs. One bid will be received to include 3 Hubs (Green Haven, Sullivan and New York City) for Incarcerated Individual Parenting. NOTE: The Hubs have changed since the last RFP.
3. Bidders are permitted to communicate with the designated contacts ONLY. Note the name, address, phone numbers and email of the designated contacts. (see Section II – Designated Contact).
4. Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter website (<http://www.nyscr.ny.gov/>) and the DOCCS website (<https://doccs.ny.gov/procurement-opportunities>)
5. It is the responsibility of the bidder to address all amendments, clarifications or updates pertaining to this RFP. All applicable amendment information must be incorporated in the bidder's proposal.
6. Take advantage of the Questions and Answers period. All questions must be submitted in writing to the designated email address by the date and time specified in Section III - Key Events/Dates.
7. Review the RFP document and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.
8. Complete and submit with your proposals all required forms. All required forms are either included or links are provided for the latest revised documents available online.
9. Package your proposals as instructed in Section XII - Proposal Submission. Ensure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive.
10. Submit your proposal so that it is received by the designated due date and time (see Section III – Key Events/Dates). **DOCCS may not consider for award proposals received after the due date and time indicated.**

Glossary of Terms

Awardee/Successful Bidder	Entity selected to be awarded a tentative contract.
Bid or Offer or Proposal	The formal written response to this document.
Bidder or Offeror or Proposer	Any person, partnership, firm, corporation, or other authorized entity submitting a proposal pursuant to this solicitation.
CCW	Children Center Workers
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contractor	The successful bidder awarded a contract as a result of this
DOCCS	Department of Corrections and Community Supervision
EST	Eastern Standard Time
Facility	Correctional Facility
Hub	A group of correctional facilities within the same geographic region.
Incarcerated Individual	Convicted felon that is incarcerated
Request for Proposals (RFP)	This solicitation document.
Vendor	Any individual or entity doing business with New York State.

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Attachment B – Application Cover Sheet

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Attachment D – Bid Declination Form

Attachment E – Legal Required Forms

Attachment F – M/WBE Requirements and Forms

Attachment G – Diversity Practices Questionnaire

Attachment H – Bid Submission Checklist

Attachment I - DOCCS Directives

- #2216-Fingerprinting/Criminal History Inquiry-New Employees & Contractors
- #4750 – Volunteer Services Program
- #4900 – Security in the Gate Area
- #4027 – Sexual Victimization Prevention & Response
- #4936 - Search of DOCCS Employees
- Orientation Program for Per Diem and Non-Departmental Employees

Attachment J - New York State DOCCS Facilities and Regional Map

**NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION
REQUEST FOR PROPOSALS #2023-22
INCARCERATED INDIVIDUAL PARENTING**

I. OVERVIEW

The Department of Corrections and Community Supervision (hereafter “the Department” or “DOCCS”) seeks proposals from organizations for the development and implementation of a program to provide educational and therapeutic support to incarcerated individuals regarding effective parenting training for incarcerated individuals, enhancing marital and family relationships, individual and family counseling and staffing of children’s visiting centers. The services are to be provided in eight facilities identified in Section V (see attached map). The facilities are located in the Green Haven, Sullivan and NYC Hubs. **One bid will be received to include 3 Hubs (Green Haven, Sullivan and NYC) for Incarcerated Individual Parenting. NOTE: The Hubs have changed since the last RFP.**

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

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

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

II. DESIGNATED CONTACTS

All inquiries concerning this RFP will be addressed to the following Designated Contacts:

<u>PRIMARY CONTACT</u>	<u>ALTERNATE CONTACT</u>
Frank Arpey	Ronald Brown
NYS Department of Corrections and Community Supervision	NYS Department of Corrections and Community Supervision
Division of Support Operations/Contract Procurement Unit	Division of Support Operations/Contract Procurement Unit
550 Broadway	550 Broadway
Menands, New York 12204	Menands, New York 12204
Voice: 1-518-486-9008	Voice: 1-518-486-5304
Email: Frank.Arpey@doccs.ny.gov	Email: Ronald.Brown@doccs.ny.gov

Contacting anyone other than the designated contacts may result in rejection of bid. See details in Section IX.A.1 - Procurement Lobbying Act.

All questions and inquiries must be submitted in writing via email, citing the particular proposal section and paragraph number, to the Contract Procurement Unit. Please reference “RFP 2023-22” on the subject line of your email.

Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid.

Answers to all questions of a substantive nature will be posted in the form of a formal addendum at the following websites: DOCCS (<https://doccs.ny.gov/procurement-opportunities>) and NYS Contract Reporter (<http://www.nyscr.ny.gov/>). Any questions received after the due date and time (see Section III - Key Events/Dates) may not be addressed. The addendum will become part of the ensuing contract.

Bidders entering into a contract with the State are expected to comply with all the terms and conditions contained herein.

III. **KEY EVENTS/DATES**

The table below outlines the schedule for important action dates. If the State finds it necessary to change any of these dates, notification will be accomplished through an addendum to this RFP.

<u>Event</u>	<u>Date</u>
Request for Proposals (RFP) Issued	December 19, 2023
Written Bidders Questions Deadline	December 29, 2023 by 3:00 PM EST
DOCCS Issues Responses to Questions (estimated)	January 12, 2024
Proposals Due to DOCCS	February 2, 2024, by 3:00 PM EST
Successful Bidder Selection (estimated)	February 16, 2024
Contract Start Date	April 1, 2024

NOTE: This is a tentative timetable, which may ONLY be modified to address the State's needs.

IV. **MINIMUM BIDDER QUALIFICATIONS**

Bidders are advised that the State's intent is to ensure that only qualified and reliable contractors enter into a contract to perform the work as defined in this document.

- A. **Cover Letter** - The cover letter must confirm that the Bidder understands all of the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, should the contract be awarded to your company, you would be prepared to begin services on April 1, 2024, or upon approval by OSC (whichever date is later), as indicated in Section III - Key Events/Dates. The cover letter must include the full contact information of the person(s) DOCCS shall contact regarding the bid and must also include the name(s) of principal(s) of the company responsible for this contract, their function, title, and number of years of service with company. A Bidder Representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used, and the name, address, and intended role of each proposed subcontractor (see Section VIII-C - Subcontractors).

- B. **Pre-Requisites** - The State considers the following qualifications to be pre-requisites in order to be considered as a qualified Bidder for purposes of this solicitation. Any bidder who cannot provide evidence of meeting these requirements will be considered non-responsive and that bidder's proposal will be immediately rejected, prior to the scoring process.
- Proposer must have a minimum of five (5) years' experience operating incarcerated individual parenting and children's service programs **or**
 - Related programs for convicted felons; **or**
 - Community based parenting programs as well as qualifications for providing such services; **and**
 - The bidder will be expected to have the financial stability and organizational capacity, as well as the legal authority and integrity to enter into a contract with New York State.

Failure to meet any of the above qualifications in whole or in part may result in a non-responsive bid determination and rejection of the bid.

V. **SCOPE OF SERVICES**

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

NOTE: HUBS FOR THESE FACILITIES HAVE CHANGED SINCE LAST RFP

Location of Services - The Incarcerated Individual Parenting Program, including the children's visiting centers and family counseling components, must be implemented in eight New York State correctional facilities, as listed below. A map showing the facilities is included as Attachment J. **One contract will be awarded to service three (3) Hubs: Green Haven Hub, Sullivan Hub and New York City Hub.**

Green Haven Hub:

Green Haven Correctional Facility
594 Route 216
Stormville, NY 12582

Fishkill Correctional Facility
18 Strack Drive
Beacon, NY 12508

Shawangunk Correctional Facility
200 Quick Road
Walkkill, NY 12589

Walkkill Correctional Facility
50 McKenderick Road
Walkkill, NY 12589

Sullivan Hub:

Eastern NY Correctional Facility
Institution Road
Napanoch, NY 12458

Otisville Correctional Facility
57 Sanitorium Road
Otisville, NY 10963

Woodbourne Correctional Facility
99 Prison Road
Woodbourne, NY 12788

New York City Hub:

Sing Sing Correctional Facility
354 Hunter Street
Ossining, NY 10553

Children's Center at the following five facilities: NOTE: HUBS HAVE CHANGED SINCE LAST RFP

Fishkill Correctional Facility (Green Haven Hub)
Shawangunk Correctional Facility (Green Haven Hub)
Sing Sing Correctional Facility (New York City Hub)
Walkkill Correctional Facility (Green Haven Hub)
Woodbourne Correctional Facility (Sullivan Hub)

No Children's Center at the following three facilities:

Eastern NY Correctional Facility (Sullivan Hub)
Green Haven Correctional Facility (Green Haven Hub)
Otisville Correctional Facility (Sullivan Hub)

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

- Incarcerated individual parenting education and training
- Enhancing marriage and family relationships
- Individual and family counseling
- Children's visiting centers
- Development and provision of training for designated DOCCS staff aimed at facilitating the aforementioned goals.

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

Each proposal must include the following:

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

Attendance Policy - Bidders must describe in detail the program they propose to implement using the guidelines provided. Bidders will describe the proposed attendance policy that will apply to the incarcerated individuals participating in the program.

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

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

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

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

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

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

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

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

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

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

KEY PROGRAM COMPONENTS

Incarcerated Individual Parenting Education and Training – Note: The Hubs have changed since the last RFP was issued for these services.

The incarcerated individual parenting program will be delivered by the Contractor's staff who will provide the services within three (3) Hubs identified in section V (1. Green Haven Hub: Green Haven, Fishkill, Shawangunk and Wallkill. 2. Sullivan Hub: Eastern NY, Otisville, and Woodbourne correctional facilities. 3. New York City Hub: Sing Sing correctional facility.) Incarcerated individual parenting facilitators/instructors must collaborate with department staff regarding screening, monitoring, pre- and post-assessments and evaluation of services.

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

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

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

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

Enhancing Marriage and Family Relationships - Enhancing marriage and family relationships will promote the development of and identify characteristics of healthy marital and family relationships.

Objectives should include the following:

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

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

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

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

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

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

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

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

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

Correctional Facility	Hours
Eastern NY	N/A
Fishkill	9:00 a.m. – 2:00 p.m.
Green Haven	N/A
Otisville	N/A
Shawangunk	8:30 a.m. – 2:00 p.m.
Sing Sing	8:30 a.m. – 2:30 p.m.
Wallkill	8:30 a.m. – 2:00 p.m.
Woodbourne	8:30 a.m. – 2:15 p.m.

* http://www.cs.ny.gov/attendance_leave/2024_legal_holidays.cfm

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

Bidders must describe in their proposal their training plans for incarcerated individuals who will work in the Children’s Centers.

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

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

Training DOCCS Staff - The Contractor will develop a comprehensive visitor experience training for DOCCS staff designed to be delivered to facility staff involved in visitor processing and intended to improve visitor/staff relations. All facilities included in contract will be focus for roll-out with DOCCS able to expand statewide. Training will include, but not be limited to the following:

- Training vignettes to include discussion questions/guide focusing on visiting
- Communication skills that help improve positive staff/family interactions,
- Understanding age-appropriate interactions and behavior expectations, and
- Cultural awareness related to children and families.

Bidders must submit the following with their proposals:

- Description of the proposed training curriculum to include videos, case scenarios and interactive exercises,
- Objectives and goals for the training,
- Proposed training methodology, to include video based and in person training
- Training topics proposed to supplement the topics listed above.

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

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

- individual assessments
- progress notes
- discharge summaries
- evaluations

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

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

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

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

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

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

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

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

Please Note:

- **Bidders must submit separate proposals for each Hub (Green Haven OR Sullivan) that they are bidding.**
- All personnel hired by the contractor agree, by virtue of accepting his/her assignment, to abide by all the rules and regulations of DOCCS, and all relevant American Correctional Association Expected Practices.
- DOCCS reserves the right to complete background checks on all personnel employed by the contractor, and to reject the services of any individual considered unacceptable by DOCCS for security or other cause.
- DOCCS reserves the right to reject any contracted personnel whose credentials fail to meet minimum standards as established by the New York State Department of Civil Service.

VI. REQUIREMENTS

Bidders must demonstrate the following:

- That their background and experience qualify them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.
- That they can provide the services described in Section V - Scope of Services in a manner that best meets the needs and operations of DOCCS.

- They will comply with all standard and appropriate regulations governing contracts with the State of New York (see Attachment A). All provisions and requirements of Appendix A Standard Clauses for New York State Contracts (dated January 2014) will be incorporated into any contract resulting from this solicitation and will be binding upon the parties to such contract.
- That they have a willingness to work with DOCCS to achieve any goals established relative to sub-contracting and purchasing supplies from Minority and Women-Owned Businesses (M/WBE) (see Attachment F – M/WBE Requirements and Forms).

M/WBE Compliance

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

New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOCCS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of DOCCS contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 0 percent for MWBE participation, **0 percent** for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and **0 percent** for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as sub-contractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the bidder agrees that DOCCS may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how DOCCS will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The bidder understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR § 142.13, the bidder further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this solicitation, such finding constitutes a breach of contract and DOCCS may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a bidder may arrange to provide such evidence via a non-electronic method by contacting the designated contact(s) for this procurement. Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

1. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS for review and approval.

DOCCS will review the submitted MWBE Utilization Plan and advise the bidder of DOCCS acceptance or issue a notice of deficiency within 30 days of receipt.

2. If a notice of deficiency is issued, the bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to DOCCS, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the bidder and direct the bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

DOCCS may disqualify a bidder as being non-responsive under the following circumstances:

- a. If a bidder fails to submit an MWBE Utilization Plan;
- b. If a bidder fails to submit a written remedy to a notice of deficiency;
- c. If a bidder fails to submit a request for waiver; or
- d. If DOCCS determines that the bidder has failed to document good faith efforts.

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

The successful bidder will be required to submit a quarterly MWBE Contractor Compliance & Subcontractor Payment Report to DOCCS, by the 10th day following each end of quarter as applicable over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

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

The bidder will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to DOCCS with its bid or proposal.

If awarded a Contract, bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOCCS on a quarterly basis as required during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds,

suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOCCS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOCCS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOCCS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' (OGS) Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

Tax Law § 5-A

TAX LAW § 5-A (Amended April 26, 2006): Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor's sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the contractor.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax. The contractors must certify to DTF that each affiliate and subcontractor exceeding the sales threshold is registered with DTF to collect such State and local sales and compensating use taxes. The law prohibits the Comptroller, or other approving agency, from approving a contract to a vendor who is not registered in accordance with the law.

There are two (2) Contractor certification forms, with instructions, required for this bid. Form ST-220-TD is to be submitted directly to DTF. Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF. Form ST-220-CA must be completed and submitted with this bid. This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.

Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or returned with bid). Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, as failure to do so may render a bidder non-responsive and non-responsible.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.tax.ny.gov>.

Executive Order Number 26

Bidders should review this executive order prior to submitting proposals. You may access the executive order on the Governor's Web site: <https://doccs.ny.gov/language-access-0>. In the event that translation/interpretation services are required for languages other than the Spanish language, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance.

Public Officers Law

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former

State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

Ethics Requirements

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

Vendor Responsibility

Contractor must agree to the terms and conditions as noted in Section IX – Legal Required Forms of the RFP concerning Vendor Responsibility.

Encouraging Use of New York State Subcontractors and Suppliers

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State, therefore, expects Bidders to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers. Read and complete the attached Encouraging Use of New York State Businesses in Contract Performance located in Attachment F and return as part of your proposal.

Diversity Practices

DOCCS has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises ("M/WBEs") in their business practices. Diversity practices may include past, present,

or future actions and policies, and include activities of contractor's contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with M/WBEs.

Accordingly, respondents to this procurement shall be required to include as part of their proposal response to this procurement, as described in this RFP herein, the Diversity Practices Questionnaire as provided by the Division of Minority and Women's Business Development. Bidders must complete the questionnaire in Appendix G. The bidders' responses will be evaluated using a predetermined rating scale.

DOCCS Departmental Directives, Policies and Procedures

Contractor must agree to comply with all applicable New York State and DOCCS policies, procedures, regulations and directives throughout the term of the contract. Any individual Provider or staff hired by the Contractor to work in the facilities and approved by DOCCS, by virtue of accepting his/her assignment, must abide by all policies, rules and regulations of the Department.

Specifically, each individual Provider is to be made aware of and agree to comply with the following Department Directives, as currently written, or as revised. (see Attachment I).

- #2216-Fingerprinting/Criminal History Inquiry-New Employees and Contractors
- #4750 – Volunteer Services Program
- #4900 – Security in the Gate Area
- #4027 – Sexual Victimization Prevention & Response
- #4936 - Search of DOCCS Employees

Note: Directive #4900 is not included in this RFP, but will be made available to the approved Contractor. This Directive will have no bearing on bid price.

Each Provider shall participate in an Orientation Program at the facility in accordance with Training Manual 7.150 "Orientation Program for Per Diem and Non-Departmental Employees" (included in Attachment I).

DOCCS Policies implementing the Prison Rape Elimination Act (PREA)

In keeping with the Prison Rape Elimination Act (PREA), DOCCS has zero tolerance for sexual abuse or sexual harassment. DOCCS recognizes that incarcerated individuals and parolees have the right to be free from sexual abuse and sexual harassment.

The contractor agrees to participate in Orientation and periodic training: Contractor shall require all staff to participate in general PREA training ("Sexual Abuse Prevention and Response Introduction/Refresher") as well as specialized PREA training for medical professionals ("Incarcerated individuals Sexual Assault Post Exposure Protocol/PREA") prior to providing services under the Contract. Such training shall be conducted at the Correctional Facility and each Provider shall sign acknowledgement forms that they have completed and understand the training that has been provided. Periodic training, including review of annual written refresher information (DOCCS Training Bulletin #7) and refresher training at least every two years, is also mandatory.

The training will address the contractor's responsibilities under the Department's sexual abuse and sexual harassment prevention, detection, and response policies and procedures pursuant to PREA. This includes zero-tolerance for sexual abuse and sexual harassment; Providers duties to report allegations of sexual abuse, harassment or retaliation; the right of incarcerated individuals to be free from sexual abuse and harassment; how to avoid inappropriate relationships with incarcerated individuals; how to communicate effectively and professionally with incarcerated individuals including lesbian, gay, bisexual, transgender, intersex, and gender nonconforming incarcerated individuals; and other requirements.

Providers will read the most updated version of the Policy on the Prevention of Sexual Abuse of Incarcerated individuals and Training Bulletin 7 "PREA: Sexual Abuse Prevention and Response". All Providers must acknowledge receipt in writing that they will be held accountable for and act in accordance with the policy and the law.

Prohibition of Sexual Misconduct

Providers are prohibited from having any sexual contact or engaging in any sexual conduct with an incarcerated individual. In accordance with Penal Law section 130.05, it is a crime for any employee to engage in sexual conduct or sexual contact with an incarcerated individual. For purposes of Penal Law section 130.05, an employee also includes any person providing direct services to incarcerated individuals in a State correctional facility pursuant to a contractual arrangement with the Department or, in the case of a volunteer, a written agreement with the Department.

Any Provider who engages in sexual abuse shall be prohibited from contact with incarcerated individuals and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies. DOCCS shall take appropriate remedial measures, and shall consider whether to prohibit further contact with incarcerated individuals, in the case of any other violation of agency sexual abuse or sexual harassment policies by a Provider

Background Check Requirements

Background checks are required for all staff. As set forth below, Contractor shall be obligated to undertake and complete the following background checks for each Provider it proposes prior to the start of their engagement. DOCCS shall not be held liable for any costs incurred by the Contractor to perform background checks.

DOCCS shall perform a criminal background records check of each Provider under the contract in accordance with Directive #2216 "Fingerprinting/Criminal History Inquiry – New Employees, and Contractors."

1. Background Check

- a. When a Contractor proposes a Provider, any previously completed background check shall be furnished with such Provider's Master File at the time of proposal. If there was no previous background check, the Contractor shall perform a complete background check and provide the results thereof to the correctional facility. If a prior background check was completed more than six months, then the Contractor shall perform an updated background check and provide the results thereof to the correctional facility.
- b. The Contractor is responsible for completing background checks on each Provider prior to such Provider beginning work. The completion of a background check of a given Provider shall not provide a given Provider with clearance to secured areas. A Contractor is required to maintain records of background checks for the Contract term, to include them in the Candidate's Master File, and make such records available to the State when requested.
- c. At a minimum, the background check must include the following steps:
 - i. Undertaking a criminal history record check including a) a national criminal history check, and b) state and county criminal checks using the NYS Office of Court Administration (NYSOCA) and comparable searches of states where the person lived, worked or attended school during the past five years. In the alternative, a Contractor may elect to obtain the record of convictions from NYSOCA directly and from their equivalents from other states where the person lived, worked or attended school during the past 5 years;
 - ii. For positions in which the Candidate may be working directly or indirectly with minors, the elderly, or incapacitated individuals, determine if the Candidate is listed on the NYS Sex Offender Registry. The Authorized User is responsible for communicating these circumstances to the Contractor;
 - iii. Verification of previous employment for the past five years;
 - iv. Verification of educational background;
 - v. Verification of social security number and U.S. citizenship or legal resident status;
 - vi. Any other check requested by the correctional facility as necessary.

After the completion of the background check, the Contractor shall provide the results to the correctional facility. The correctional facility shall review the information and make a determination about the suitability of the Provider in accordance with the relevant statutory and contractual provisions.

2. Staff Removal

If a Contractor becomes aware that any Provider it has provided to work for a correctional facility becomes a potential unacceptable risk to the State, the Contractor shall immediately notify the correctional facility, and jointly decide if it is necessary to remove that Provider from the site. If a Provider is removed, the Contractor will propose a qualified substitute. A correctional facility may waive the removal of a Provider by providing a written waiver to the Contractor. Should a correctional facility find a Provider to be an unacceptable risk to the State, the correctional facility shall notify the Contractor and may request that the Contractor provide a replacement.

Master File - "Master File" shall mean an electronic file maintained by Contractor for each staff servicing the correctional facility. The Master File must include: qualifications, certifications, licenses, and background checks.

VII. ADMINISTRATIVE INFORMATION

A. Method of Award

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

B. Price

Bidders are required to submit pricing using **Attachment C - Cost Proposal Form**. Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. The cost submittal must be enclosed in a **separate, sealed envelope labeled "RFP 2023- 22 Cost Proposal."**

Bidder's bid price shall be inclusive of all costs including travel, licenses, insurance, administrative, profit, all labor and equipment costs, reporting or other requirements, all overhead costs, and other ancillary costs. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Bidder and included herein.

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

Bidders should also adhere to the New York State Office of General Services Business Services Center Non-Employee Travel (NET) Guidelines. Non-NYS employees who provide services to and/or travel on behalf of New York State agencies may be entitled to the reimbursement of travel related expenses as allowed by the terms and conditions of agreements entered into with State agencies. This includes non-employees that work directly with an agency and those who work for a vendor who has a contract or purchase order agreement with a State agency. In many cases the NET reimbursement process follows the guidelines in the NYS Office of the State Comptroller's (OSC) Travel Manual for State employees traveling on State business. BSC NET Guidelines: <https://bsc.ogs.ny.gov/non-employee-travel-net>

C. Term of Contract

The contract resulting from this RFP will start on April 1, 2024 or upon OSC approval, whichever date is later, and continue for a term of five (5) years.

D. Method of Payment

Any payment made by DOCCS to the contract vendor will be made through direct payment upon submission of billing invoices. Compensating balances will not be employed. Contract vendor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting documentation. The Contractor will need to submit billing invoices on a monthly basis. Specific invoicing schedules will be determined mutually between DOCCS and the Contractor after notice of contract award. The contractor is required to submit a budget modification detailing any programmatic or line item changes to the original contract budget to the DOCCS's Contract Manager. All programmatic changes to the contract budget must be pre-approved by DOCCS. Any budget modification that is greater than 5 percent will require a detailed justification. Failure to submit a valid budget modification will delay the processing of vouchers for payment.

Budget Modifications

Contractor agrees to adhere to this budget. Requests for budget modifications to reallocate funds among budget line items or among budget categories shall be requested in advance, in writing, with an explanation for the modification. If the modification is requested due to overspending, all budget lines should be reviewed, for overspending, and modifications to any budget lines must be estimated to the end of the contract period. Monthly budget modifications are not permitted and should not be submitted more than once quarterly. Invoices may not be submitted until the budget modification has been approved, in writing, by DOCCS.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <http://www.sfs.ny.gov/index.php/vendors>, by email at Helpdesk@sfs.ny.gov or telephone 518-457-7717.

Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a new Statewide Financial System (SFS), the Office of the State Comptroller (OSC) requires all vendors doing business with New York State agencies to be a registered vendor within OSC's Vendor Management Unit. For contracts to be approved and executed by both DOCCS and OSC, a contractor must be enrolled in SFS. If the awardee does not already have a New York State Vendor ID, upon notice of contract award, the contractor must submit a completed OSC Substitute W-9 form to DOCCS. This information will allow DOCCS to initiate the vendor registration process. Once a vendor has received a NYS Vendor ID, they will be able to enroll in SFS. If the contractor is already a registered vendor and enrolled within SFS, the contractor shall provide their assigned NYS Vendor ID upon request.

Instructions regarding invoice submission will be provided to the vendor after notice of contract award.

E. Price Adjustment (Escalation/De-escalation)

Bidders should submit a proposal with the understanding that all rates shall be firm for the first year of the contract. When requested, 60 days prior to each anniversary for years two (2) through five (5) of the award, the Contractor or DOCCS may request a rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price Index (CPI) for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. (**Specifically—Northeast Urban, Not Seasonally Adjusted, Services, Series ID: CUUR0100SAS**). No adjustment shall exceed five (5) percent. The index is also available through the Internet at the US Bureau of Labor Statistics web site at www.bls.gov.

If during the time the Price Adjustment is requested, and the above series ID is discontinued or no longer published on the BLS website (www.bls.gov), the DOCCS will negotiate a mutually acceptable replacement index. Adjustments will be based on the most recent monthly data available at the time of final contract approval. Once established, the same month will be used for the entire term of the contract.

The Contractor has the sole responsibility to submit invoices at the adjusted rate on the applicable anniversary date and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to the Authorized User, as appropriate. Should the Contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

VIII. CONTRACT CLAUSES

A. Freedom of Information Law / Trade Secrets

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

B. Conflict of Interest:

Bidder must disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your Staffing Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Additionally, a bidder will be required to submit the ***Vendor Assurance of No Conflict of Interest or Detrimental Effect*** form located within this RFP as evidence of compliance with the foregoing.

C. Subcontracting

The Contractor agrees not to subcontract any of its services, unless as indicated in its bid, without the prior written approval of the DOCCS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities to be subcontracted to qualified, responsible subcontractors, subject to approval of the DOCCS. If the Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature

and extent of its involvement in and/or proposed performance must be fully explained by the Contractor to the DOCCS. As part of this explanation, the subcontractor must submit to the DOCCS a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of a contract.

The Contractor retains ultimate responsibility for all services performed under a contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this RFP. Unless waived in writing by DOCCS, all subcontracts between the Contractor and subcontractors shall expressly name DOCCS as the sole intended third party beneficiary of such subcontract. DOCCS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make DOCCS a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against DOCCS.

DOCCS reserves the right, at any time during the contract term to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this RFP.

The Contractor shall give DOCCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under a contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of a contract.

If at any time during performance under the contract the total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

D. Debriefing

Bidders will be accorded fair and equal treatment with respect to the opportunity for debriefings. Unsuccessful Bidders will be notified in writing and will be offered an opportunity for a debriefing. Bidders requesting a debriefing prior to the final approval of the contract must make a request in writing to the designated contact person within fifteen (15) calendar days of the notification. The debriefing would be limited to review of that Bidder's proposal. After the final contract approval, DOCCS shall, upon request, provide a debriefing to any Bidder that responded to the solicitation, regarding the reason that the proposal submitted by the unsuccessful Bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty (30) days of approval of the contract as posted on the OSC website (web address below):
<http://www2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

E. Termination

1. Agency Termination

Event of default: if DOCCS, in its sole discretion, deems the Contractor's or that of its officers, Employees, subcontractors, agents, licensees, licensors, or affiliates, services are unsatisfactory, negligent or grossly negligent, DOCCS will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, DOCCS may terminate this contract immediately upon written notice. Notwithstanding the foregoing, DOCCS reserves the right to terminate immediately for cause.

Deficient Certifications: If the awarded contract has a value greater than \$15,000, DOCCS shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than \$100,000 and Contractor's sales for the immediately preceding four quarters were greater than \$300,000, or if the contract has a value of \$125,000 or greater, DOCCS shall have the right to terminate in the event the Contractor's Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.

Lack of Funds: If for any reason the State of New York terminates or reduces its appropriations to DOCCS, the awarded contract may be terminated or reduced at DOCCS's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the DOCCS for payment of such costs. In any event, no liability shall be incurred by the State (including DOCCS) beyond monies available for the purposes of the awarded contract.

DOCCS may terminate the awarded contract, upon written notice, in the event of any of the following: (i) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.

Convenience of DOCCS: The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by DOCCS for whatever reason.

This AGREEMENT may be terminated at any time upon mutual written consent of DOCCS and the CONTRACTOR.

In the event of the termination of this AGREEMENT by either party, DOCCS shall be liable for the actual and necessary expenses for services provided by CONTRACTOR up to and including the effective date of termination.

2. Procurement Lobbying Termination

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

F. Ethics Compliance

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

G. Indemnification

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

H. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and

the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Application Cover Sheet (see Attachment B).

If a Bidder is not currently registered with the New York State Vendor File, upon notice of contract award, DOCCS shall request a completed OSC Substitute W-9 form. A fillable form with instructions can be found at the following link:

http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf. DOCCS will initiate the vendor registration process. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the NYS Vendor File, visit: http://www.osc.state.ny.us/vendor_management/.

To request assignment of a NYS Vendor ID to access the VendRep System **in advance of submitting your bid**, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

IX. LEGAL REQUIRED FORMS

Individuals and corporations entering into contracts with New York State are subject to various laws and must submit certain documents pursuant to State Law or policy. The forms and related excerpts from law, and/or instructions are included in Attachments E and F. Please review the forms carefully and note that some forms require notarized signatures. The mandatory forms and documents include:

A. **The following documentation must be submitted at the time of bid submission:**

1. **Procurement Lobbying Act – State Finance Law § 139j and k – Certificate of Compliance**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DOCCS and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by DOCCS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified in Section II – Designated Contact of this solicitation. DOCCS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offeror/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<https://ogs.ny.gov/acpl>

2. **Vendor Responsibility Questionnaire**

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

DOCCS recommends each Bidder to file the required Questionnaire online via the New York State VendRep System. It is recommended that all Bidders become familiar with the requirements of the Questionnaire early in the process to provide sufficient time to complete the Questionnaire.

To enroll in the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to use, go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>

A Bidder's online Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. To assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. For VendRep assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or ITServiceDesk@osc.state.ny.us.

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm

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

The Bidder agrees that if it is awarded a Contract the following shall apply:

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

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

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

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

3. **Encouraging Use of New York State Businesses in Contract Performance** In an ongoing effort to use New York State (NYS) businesses, DOCCS encourages bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled *Encouraging Use of New York State Businesses in Contract Performance* (see Attachment

F). If known, please identify the businesses and attach the requested information. Return the completed form with your proposal. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal.

4. **M/WBE - EEO Policy Statement**

By completing the Minority/Women-Owned Business Enterprises – Equal Employment Opportunity (M/WBE-EEO) Policy Statement (see Attachment F), Bidder agrees to adopt DOCCS' policies to assist in achieving the M/WBE contract participation goals set by DOCCS and provide Equal Employment Opportunities.

5. **EEO Staffing Plan**

The Bidder will be required to submit an Equal Employment Opportunity (EEO) Staffing Plan (Form EEO 100) identifying the anticipated work force to be utilized on the contract (see Attachment F).

B. **The following documentation will be required from the Vendor upon notice of contract award:**

1. **Insurance Requirements**

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

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

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Section. All insurance required by this Section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. DOCCS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to DOCCS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to DOCCS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by DOCCS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

A. **General Conditions Applicable to Insurance**

All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B Insurance Requirements below.

2. Policy Forms. Except as otherwise specifically provided herein or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Section shall be written on an occurrence basis.
3. Certificates of Insurance/Notices. Bidders and Contractors shall provide DOCCS with a Certificate or Certificates of Insurance, in a form satisfactory to DOCCS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name The New York State Department of Corrections and Community Supervision, Harriman Campus, 1220 Washington Avenue, Albany, New York 12226-2050, as the certificate holder.

Certificates of Insurance shall

- Be in the form acceptable to DOCCS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and any Contract resulting from this Solicitation by award number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

DOCCS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although DOCCS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by DOCCS. If an entire insurance policy is submitted but not requested, DOCCS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by DOCCS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of all applicable Contractor's insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractor's insurance.
5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DOCCS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the

deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request. If the Contractor is unable to meet their obligation under any deductible, self-insured retention or self-insurance, neither the People of the State of New York nor DOCCS will be obligated to drop down to cover those amounts.

7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that Subcontractor.
8. **Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
9. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to DOCCS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Section had the Contractor obtained such insurance policies.
10. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies; however, a minimum of one million dollars (\$1,000,000.00) must be primary coverage for general liability and auto liability. All Contractor's applicable insurance policies, including umbrella and excess insurance, will be primary to any insurance, self-insurance, deductible or self-insured retention of The People of the State of New York, the New York State Department of Corrections and Community Supervision, or any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

11. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DOCCS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.
12. **Policy Renewal/Expiration** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to DOCCS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to DOCCS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DOCCS.
13. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the DOCCS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to DOCCS as soon as possible but in no event later than the following time periods:
 - For certificates of insurance: 5 business days
 - For information on self-insurance or self-retention programs: 15 calendar days
 - For other requested documentation evidencing coverage: 15 calendar days
 - For additional insured and waiver of subrogation endorsements: 30 calendar days
 Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to DOCCS, DOCCS shall extend the time period for a reasonable period under the circumstances, but in no event, shall the extension exceed 30 calendar days.

B. Insurance Requirements:

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	[Not less than 1,000,000 each occurrence]	Upon Notification of Tentative Award And updated in accordance with Contract
General Aggregate	\$3,000,000	
Products – Completed Operations Aggregate	\$5,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	[Not less than \$1,000,000 each occurrence]	
Professional Errors and Omissions/Malpractice Insurance	[Not less than \$1,000,000 each occurrence/Not less than \$3,000,000 each occurrence]	

Insurance Type		Proof of Coverage is Due
Date Breach/Cyber Liability	[Not less than \$1,000,000 each occurrence]	
Workers' Compensation	C-105.2, SI-12, U26.3 or GSI-105.2 (acceptable forms)	Contact your Ins. Carrier or licensed NYS insurance agent for these forms.
Disability Benefits	DB-120.1 or DB-155 (acceptable forms)	Contact your Ins. Carrier or licensed NYS insurance agent for these forms.

1. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form **CG 00 01**, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) [and explosion, collapse & underground coverage].

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds;
- Products/completed operations for a term of no less than three [1-3] years, commencing upon acceptance of the work, as required by the Contract;
- [Explosion, collapse and underground hazards; and
- Contractor means and methods].

2. **Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does subcontract, hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor, subcontractor or owner of the automobile(s) must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

3. Professional Errors and Omissions:

If providing professional occupation job titles., the Contractor shall maintain Professional Liability insurance.

- a. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- b. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to DOCCS prior to the policy's expiration or cancellation.
- c. The policy shall cover professional misconduct for lack of ordinary skill for those positions defined in the Scope of Services of this Contract.
- d. If such professional title includes computer related services, coverage must include the following (is not limited to): consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.

- 4. Data Breach/Cyber Insurance:** Contractor is required to maintain during the term of this contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Authorized Users' system due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or their data.

5. Workers' Compensation Insurance and Disability Benefits Requirements:

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage.

These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to DOCCS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to DOCCS at the time of Bid submission, policy renewal, contract renewal, and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board.

An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to DOCCS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

Workers' Compensation - <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

Exemption - http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

2. **Department of Taxation and Finance Contractor Certification—Forms ST-220-CA & ST-220-TD**

The Contractor must submit Form ST-220-CA (see Attachment E) to certify that it has filed Form ST-220-TD with the NYS Department of Taxation and Finance (DTF) and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Bidders may access and complete a fillable Form ST-220-CA by using the following link:

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

Form ST-220-TD (see Attachment E) must be filed directly with DTF at the address on the front page of the form. Bidders may access and complete a fillable Form ST-220-TD using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf.

For Questions and Answers Concerning Tax Law Section 5-a, go to NYS Department of Taxation and Finance (DTF) at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>. Vendors may call DTF directly at 1-800-698-2909 for any and all questions relating to Tax Law Section 5-a and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.tax.ny.gov>.

3. Consultant Disclosure Legislation Requirement

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

Upon notification of tentative award for this RFP, the selected Contractor must complete Form A, *State Consultant Services Contractor's Planned Employment* (see Attachment E). The completed Form A must include information for all employees that will be providing services under the contract resulting from this RFP.

The Contractor must submit Form B, *State Consultant Services Contractor's Annual Employment Report* (see Attachment E), to report annual employment information required by the statute. This form captures historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

A completed Form B must be submitted annually by May 15 for each State fiscal year (or portion thereof) the contract is in effect, to DOCCS, the Office of the State Comptroller, and the Department of Civil Service. Details, including addresses, will be provided to the contract awardee.

4. Non-Disclosure Agreement

A Non-Disclosure Agreement will be made part of the awarded contract (see Attachment E).

No-Use – Recipient agrees not to use the Confidential Information in anyway, except for the purpose of the projects or assignments they are performing for DOCCS.

No Disclosure – Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipients' authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

Protection of Secrecy – Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Such steps shall include keeping Confidential Information stored in a locked office/facility where only authorized personnel would have access.

HIPAA - Contractor agrees that all medical information/records will be kept confidential by all employees as well as subcontractors in accordance with applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996

(hereinafter referred to as "HIPAA") and the regulations thereunder. In addition, Contractor will also be subject to any New York State laws, rules, regulations or DOCCS directives concerning confidentiality of medical records.

5. **M/WBE Utilization Plan**

Upon notice of tentative award, Bidder is required to submit an M/WBE Utilization Plan (Form M/WBE 100-G) (see Attachment G). The Utilization Plan shall list the M/WBE's the contractor intends to use to perform the State Contract and a description of the contract scope of work that the contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract that the contractor intends to be performed by a NYS certified minority or women-owned business. Any modifications or changes to the agreed participation by NYS Certified M/WBE's set forth in the Utilization Plan submitted with the bid or proposal, after the contract award and during the term of the contract, must be reported on a revised M/WBE Utilization Plan submitted to DOCCS.

6. **Executive Order Number 177**

Bidders must review Executive Order 177 prior to submitting bids/proposals. You may access the executive order on the Governor's website:

<https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf>

Bidders must complete the EO177 Certification form located within this RFP (see Attachment E) as evidence of compliance with the foregoing and submit with bid/proposal.

X. PROCUREMENT RIGHTS

A. DOCCS reserves the right to the following:

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

18. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.
- B. Issuance of this RFP does not commit DOCCS to award a contract or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the bidder.
- C. The proposal must be signed by the Chief Executive Officer or an Authorized Designee of the agency and shall constitute a firm offer by the bidder for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with the successful bidder.
- D. Bidders may propose to partner or sub-contract with other entities to meet the terms of this RFP. In such a case, however, DOCCS will only communicate with the bidder, not the partner or sub-contractor. If bidder proposing such is awarded, the partner or sub-contractor will be required to complete a Vendor Responsibility Questionnaire.
- E. Successful bidder will be required to assure compliance with certain provisions of both state and federal Law. These include, but are not limited to, assurance of non-discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Proposals from Minority and Women-Owned Enterprises and Service-Disabled Veterans'-Owned Businesses are encouraged.
- F. Unsuccessful bidders will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful bidders upon request, at a date, time and location convenient to both DOCCS and the bidder concerned.
- G. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at <https://openfoil.ny.gov/#/newfoilrequest>. Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.
- H. Upon contract award, if Contractor is not able to start the program on April 1, 2019, DOCCS has the right to withdraw its award. The proposal with the second highest point allocation will then be awarded a contract.
- I. Upon notice of tentative contract award the bidder will be required to sign the Non-Disclosure Agreement (see Attachment E).
- J. Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the State Comptroller. The contract will not be effective until approval has been granted by the Department of Law and the Office of the State Comptroller.
- K. Information regarding the procurement procedure may be found on the webpage of the New York State Procurement Guidelines of the State Procurement Counsel at: <https://ogs.ny.gov/system/files/documents/2023/09/procurement-guidelines-september-2023-final.pdf> and Office of General Services Procurement Services webpage at: <https://ogs.ny.gov/procurement>.
- L. It is stipulated and agreed by the parties that the laws of the State of New York shall solely and in all respects, govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this solicitation.
- M. In the event that any one or more of the provisions of the forthcoming contract shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any

effect on the validity of the remainder of this said contract, which shall then be construed as if such unenforceable provision had never been written or was never contained in the contract.

- N. In the event of any material breach of service by the contractor, DOCCS shall give written notice specifying the material breach. If such written notice of material breach is given and the contractor does not correct the breach to DOCCS' satisfaction within ten (10) business days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the agreement and seek a replacement contractor in order to maintain service without penalty to DOCCS.
- O. Inspection of Books - It is expressly understood and agreed that the Department of Corrections and Community Supervision and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this RFP for a full seven-year period from the expiration of the contract.
- P. Procurement Lobbying Termination - DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder in accordance with New York State Finance Law §139 j & k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of this contract.

XI. PROPOSAL CONTENT

This section of the RFP sets forth the criteria to be used by DOCCS for the evaluation of proposals submitted. The evaluation criteria will be applied uniformly and equally, ensuring that each qualified bidder has an opportunity to be fairly considered. Best Value Award will be based on the highest composite bidder's score. Each proposal that meets the submission and mandatory requirements stated in the RFP will receive a numerical score based on the following assigned weight value for the Technical, Diversity Practices Questionnaire and Cost Proposal submitted:

- 65% - Technical Proposal
- 5% - Diversity Practices
- 30% - Cost Proposal

All proposals will be evaluated based on thoroughness in responding to each item below. Bidders are encouraged to include all information that may be deemed pertinent to their proposal. Bidders may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Bidder's original proposal. If further clarification is needed during the evaluation period, DOCCS will contact the Bidder.

In order for the State to evaluate bids fairly and completely, Bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

A. Mandatory Requirements (Pass/Fail)

Pass/Fail Checklist – Will consist of a review of each original proposal to ensure that all submission requirements, mandatory requirements and minimum bidder qualifications are met. Failure to meet any of these requirements in the original proposal may result in a proposal being considered non-responsive.

Only those Bidders who furnish all required information and meet the submission and mandatory requirements will be considered.

- Bidder’s Response to Mandatory Requirements (see Section XI, A):
- Technical Proposal: submit two (2) originals and six (4) exact copies.
- Diversity Practices Questionnaire (see Attachment G): submitted in a separate, sealed envelope, clearly labeled “Diversity Practices Questionnaire”: three (3) originals.
- Cost Proposal Form (see Attachment C) submitted in a separate, sealed envelope clearly labeled “Cost Proposal”: submit three (3) originals.
- Bidder meets the mandatory requirements.
- Mandatory forms and document requirements:
 - Completed Application Cover Sheet (see Attachment B) Cover Letter: submit two (2) original copies.
 - Submit one (1) original and one (1) exact copy of the following:
 - Completed Procurement Lobbying Certification (see Attachment E).
 - Completed and Certified Vendor Responsibility Questionnaire (completed online or paper questionnaire submitted).
 - Vendor Assurance of No Conflict of Interest or Detrimental Effect
 - Completed DOCCS M/WBE – EEO Policy Statement (see Attachment F).
 - Completed EEO Staffing Plan (see Attachment F).
 - Completed EO 177 and 139 Certification (see Attachment E).
 - EO 16 (Attachment E).
 - Completed Bid Submission Checklist (see Attachment H).
 - Signed copies of all addenda released for this solicitation.

B. Technical Proposal (65%)

Technical Proposals should address the Scope of Services. The overall score for this part of the submission is worth 65% of the final combined score. Please address the following specific components in your responses at a minimum. Bidders should reference the subsection for the component in the Technical Proposal submission.

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

Bidder’s Experience

Bidders should submit the following:

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

Comprehensiveness and Quality of Program Design

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

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

- a. program plan with a statement of program philosophy
- b. description of the overall program design and a description of program components consistent with the Department’s desired program goals
- c. outline of the curriculum and the proposed program schedule that include details regarding any A/V

- support/educational materials
 - d. list of job titles and functions
 - e. job descriptions
 - f. required staff qualifications
 - g. staff assignments and work schedules
 - h. space requirements
 - i. if outside consultants will be used and, if so, details including availability of résumés
- e. Describe how you plan to implement an attendance policy in the Bidder's proposed program for the incarcerated individuals participating in the program.
- f. Describe the proposed program that will conform to the following standards:
 - a. The group is expected to be facilitated by a qualified contract staff person with approximately 15-20 incarcerated individuals who are referred to the program by facility program services staff.
 - b. At each facility, the group shall meet on a weekly basis on designated days and times. Completion of the primary parenting component will require 32-48 hours. (For example: A 48-hour curriculum delivered 2 hours/2 days per week will meet for a 3 month period.)
 - c. Enhancing Marriage and Family Relationships component will require 24 classroom hours.
 - d. A minimum of two program cycles must be held in a one-year period at each facility.
 - e. Focus of the groups shall be parenting, family relationships or other curriculum that supports the overall program goals.
- g. Provide an overall statement of the goals of the program including the following key program components, and explain how the Bidder will implement the services in each of the program components:
 - a. Incarcerated individual parenting education and training
 - b. Enhancing marriage and family relationships
 - c. Individual and family counseling
 - d. Children's visiting centers
 - e. Development and provision of training for designated DOCCS staff aimed at facilitating the aforementioned goals.
- h. Describe the multi-modality approach the Bidder will use for the group format.
- i. Describe the evidence-based practices that the Bidder's proposed program plan will include. Specify the supplemental readings and describe the proposed homework assignments.

Key Program Components:

- j. Incarcerated individual parenting education and training**
 - a. Provide the proposed curriculum to be used for the incarcerated individual parenting training. Include a broad and diverse array of training topics that are relevant and appropriate for the incarcerated individual population.
 - b. Describe the evaluation process including the pre- and post-assessments to be used.
 - c. Describe how Bidder will provide incarcerated individuals with skills to make healthy lifestyle choices and to make decisions that are in the best interests of the incarcerated individuals and their children.
- k. Enhancing marriage and family relationships**

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

- a. Addressing the effects of incarceration on relationships and family dynamics
 - b. Introducing educational materials that combine lessons promoting individual life skills, couple relationships, parenting, step-families and co-parenting skills
 - c. Encouraging awareness of negative cognitive and behavioral patterns and practicing skills that enhance individual and family well being
 - d. Identifying strengths and specific areas of challenge that require additional work and focus.
- i. **Individual and family counseling services:** Describe the Bidder's plan to achieve the goals of the family counseling component including the following:
- a. Conducting family needs assessments for participating family members, with the goal of identifying needs in order to provide community referrals for family members.
 - b. Providing family counseling sessions for participants and their family members for the enhancement of communication skills and conflict resolution.
 - c. Mitigating the negative psychological and emotional effects resulting from incarceration.
 - d. Assisting with family re-entry by the creation of a family action plan that promotes supportive and beneficial relationships.
- m. **Children's Centers:**
Provide the Bidder's plan to staff the children's centers at the specified locations during the hours and days required. Describe how the plan will support the goal of improving or maintaining incarcerated individuals' relationships with their children. Plans should address the following objectives identified in the RFP:
- a. Providing family friendly, engaging environment to facilitate the maintenance of family bonds.
 - b. Allowing for the incorporation of skills learned in the parenting education component.
 - c. Assisting fathers time to address the needs of their children enhancing the fathers' capacity to nurture and socialize with their children.
- n. Bidders must describe in their proposal their training plans for incarcerated individuals who will work in the Children's Centers.
- o. **Training DOCCS Staff:** The Contractor will develop a comprehensive visitor experience training for DOCCS staff designed to be delivered to facility staff involved in visitor processing and intended to improve visitor/staff relations. All facilities included in contract will be focus for roll-out with DOCCS able to expand statewide. Training will include, but not be limited to the following:
- a. Training vignettes to include discussion questions/guide focusing on visiting
 - b. Communication skills that help improve positive staff/family interactions,
 - c. Understanding age-appropriate interactions and behavior expectations, and
 - d. Cultural awareness related to children and families.
- The training plans should include the following:
- e. Description of the proposed training curriculum to include videos, case scenarios and interactive exercises,
 - f. Objectives and goals for the training,
 - g. Proposed training methodology, to include video based and in person training
 - h. Training topics proposed to supplement the topics listed above.

Records and Reporting Requirements

- i. Provide the plan to maintain case records for each program participant, including the following:
 - a. Individual assessments
 - b. Progress notes
 - c. Discharge summaries
 - d. Evaluations
- j. **Monthly Reports:** Describe the Bidder's proposed monthly report format. Describe how the Bidder will incorporate the pre- and post-assessment results to be used for comparison purposes.
- k. **Quarterly Reports:** Describe the Bidder's proposed quarterly report format that will include a summary of accomplishments during the quarter, any program accomplishments, problems encountered, and the plans to address problems encountered. The quarterly reports should also present cumulative data for the program.
- l. **Annual Reports:** Describe the Bidder's proposed annual report detailing the activities, accomplishments, and expenditures for the contract year.

**Program Monitoring/Staffing and Background
Program Monitoring and Improvement**

- m. Detail the Bidder's plan to monitor its delivery of services and ensure timely responses to problems encountered. Include how the Bidder proposes to use the results to improve services. Include a supervision and development plan for staff.
- n. **Staffing and Background Checks:** Include a list of staff that will oversee or perform the contracted duties at the correctional facilities. The Bidder should plan to maintain and make available a current listing of staff that includes titles/functions qualifications, salaries, and assignments.

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

C. Diversity Practices Questionnaire (5%)

Bidders must complete Attachment G – Diversity Practices Questionnaire as described in this RFP herein. The responses will be evaluated using a separate predetermined rating scale. The resulting scores assigned for diversity practice will be worth up to 5%. The Diversity Practices response is to be packaged in a **separate envelope** labeled as RFP 2023-22 Diversity Practices Questionnaire.

D. Cost Proposal (30%)

The Cost Proposal Form must be completed with no lines omitted. The Bidder shall not deviate from the Cost Proposal Form. Bid prices shall be inclusive of all costs including travel, licenses, insurance, administrative, profit, all labor and equipment costs, reporting or other requirements, all overhead costs, and other ancillary costs. The estimated annual quantities for each title used on Attachment C - Cost Proposal Form are for evaluation purposes only.

XII. PROPOSAL SUBMISSION

A. RFP Questions and Clarifications

Questions and clarifications regarding this RFP must be in writing referencing the RFP number, page number, and section/subsection and emailed to the Contract Procurement Unit at frank.arpey@doccs.ny.gov. Enter "RFP 2023-22" in the subject line.

Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be resolved prior to the submission of a proposal. The deadline for questions and inquiries is by 3:00 p.m. EST on the date specified in Section III – Key Events/Dates. Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be posted to the following websites: DOCCS <https://doccs.ny.gov/procurement-opportunities> and the NYS Contract Reporter <https://www.nyscr.ny.gov/> and annexed to and become part of the resultant Contract. DOCCS will issue responses on or about the date listed in Section III – Key Events/Dates. The addendum will be included in the final Contract documentation.

Note: All contacts are subject to certain restrictions defined in State Finance Law §139-j and k (see Section IX.A.1 - Procurement Lobbying Act).

B. Proposal Packaging and Submission

For the purpose of evaluation, each proposal must be submitted in five (5) parts, but mailed together.

1. **Part I – Response to Mandatory Requirements and Mandatory Forms and Document Requirements** - Shall be comprised of the Bidder's response to Minimum Qualifications (Section IV) Mandatory Requirements (Section XI, A) and the submission of mandatory forms and documents included in Attachments E and F and described in Section IX – Legal Required Forms and in other sections of the RFP. Complete and submit one (1) original and one (1) exact copy of each.

Notarized signatures are required on some forms. Include a copy of the **Bid Submission Checklist** (see Attachment H).

2. **Part II - Technical Proposal Submittal** - Must consist of the technical proposal submittal **ONLY**. The technical proposal submittal must include a minimum of two (2) originals and six (6) exact copies.
3. **Part III – Diversity Practices Submittal** - Must consist of the Diversity Practices Questionnaire submittal **ONLY**. The Diversity Practices Questionnaire must include a minimum of two (2) originals and be clearly marked “**RFP 2023-22 Diversity Practices Submittal**” in a **separate sealed envelope**.
4. **Part IV - Cost Proposal Submittal** - Must consist of the cost proposal submittal **ONLY**. The cost proposal submittal must include three (3) originals and be clearly marked “**RFP 2023-22 Cost Proposal**” in a **separate sealed envelope**.

Each part must be complete in itself in order that the evaluation of each part can be accomplished independently and concurrently, and that the technical submittal can be evaluated strictly on the basis of its merits. **Cost information and Diversity Practices Questionnaire are not to be included in Parts I or II** and must be sealed separately.

The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may result in disqualification of the proposal. It is in the best interest of the bidder to become familiar with the constraints imposed on its proposal, so that the evaluation process can proceed in a timely manner.

All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The content of each bidder's proposal will be held in strict confidence during the evaluation process. The successful bidder's proposal, including all subsequent correspondence and a copy of the RFP, will be made a part of the contract. Therefore, an authorized representative must sign each original proposal submitted.

PROPOSALS WILL NOT BE ACCEPTED VIA FAX OR EMAIL.

Should a Bidder decide not to submit a bid, a completed Bid Declination Form should be submitted (see Attachment D).

C. Proposal Due Date

The completed proposal, with all required attachments and documentation, must be received no later than **3:00 pm, on February 2, 2024**. Any proposal received after this date and time may not be accepted.

Please Note: Bidders are reminded to comply with the specific requirements related to the cost component of the proposal.

Proposal must be received in a sealed package marked "**Proposal for RFP 2023-22**" and forwarded to:

**Attn: Frank Arpey
NYS Department of Corrections and Community Supervision
Contract Procurement Unit – Support Operations
Proposal for RFP 2023-22
550 Broadway
Menands, NY 12204**

XIII. PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS

A. Proposal Evaluation and Scoring

DOCCS intends to award one contract to include the Green Haven Hub, Sullivan Hub and NYC Hub as a result of this solicitation.

DOCCS will award a contract 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. Award will go to the provider whose proposal provides the **best value** as determined by DOCCS, pursuant to New York State Finance Law §163 (1)(j). This is defined as the most beneficial **combination of quality and costs** for the services being requested. If the evaluation results in a tie, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

A committee of DOCCS personnel will evaluate proposals independently to determine which proposals are most capable of implementing DOCCS requirements based on the following criteria:

Phase 1 - Preliminary Review (Pass/Fail Criteria)

Phase 1 will consist of a review of each original proposal to ensure that all submission requirements (see Section XII, B) and mandatory requirements (see Section XI, A) are met. Failure to meet any of the submission and mandatory requirements in the original proposal may result in a proposal being considered non-responsive and may result in elimination from further evaluation. All original proposals that meet the submission and mandatory requirements will move to Phase 2. Phase 1 is not scored; it is reviewed for compliance in the pass/fail checklist (see Section XI, A):

Phase 2 - Technical Proposal Submittal (65%)

Phase 2 will consist of evaluation of your detailed technical proposal response (Part II). Proposals will be evaluated based on thoroughness in responding to each item listed in Section XI, B. All proposed services should be adequately and completely described. A paragraph-by-paragraph response in chronological order is advised to provide the Evaluation Committee with the best method to review your proposal.

The Evaluation Committee will grade each item listed in Section XI, B using a 0 – 5 rating scale. That rating will be applied to the item's weight to determine the item's points. Phase 2 scores are calculated by adding the total points of each evaluator and dividing that number by the total number of evaluators. This will create an average score of all evaluators.

Phase 3 – Diversity Practices (5%)

Respondents must complete Attachment G - Diversity Practices Questionnaire, as described in this RFP herein. The responses will be evaluated using a separate predetermined rating scale. The resulting scores assigned for diversity practice will be worth up to 5%. The Diversity Practices response is to be packaged in a **separate envelope** labeled as RFP 2023-22 Diversity Practices Questionnaire.

Phase 4 - Part IV Cost Proposal Submittal (30%)

Phase 4 will consist of an evaluation of the overall cost (Part IV) of each proposal. Bidders are required to submit pricing using Attachment C – Cost Proposal Form. Each proposal will be scored as follows:

The cost proposal with the lowest total fee will be awarded the maximum possible points. All other bidders will receive a proportionate number of points using the following formula: low bid/bid being evaluated X category weight.

B. Final Composite Score (100%)

The scores for the Technical submittal, Diversity Practices Questionnaire, and Cost submittal will comprise the final composite score. The bid having the highest final composite score will be ranked number one; the bid with the second highest score will be ranked number two and so on. If the evaluation results in a tie, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

C. Notification of Award

After the evaluation, the successful Bidder will be notified in writing of a tentative award and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract. Contract awards are not final until approved by the Offices of the Attorney General and the State Comptroller.