

REQUEST FOR RESPONSE
Housing Placement Services for Massachusetts Prison Population
RFR# 03-Housing-M03

IN GENERAL

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Best Value Selection and Negotiation. The PMT may select the response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Costs. Costs which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Comm-PASS. If this RFR has been distributed electronically using the Comm-PASS system, RFR attachments that are referenced are available either as separate .pdf files with this RFR or in the Comm-PASS Forms and Information section: www.comm-pass.com. Bidders are solely responsible for obtaining and completing the required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

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Northern Ireland Notice and Certification. All bidders must complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Affirmative Market Program. Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, as joint venture partners, or as subcontractors.

Non-M/WBE bidders are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFR. The highest number of points may be awarded for responses that clearly illustrate how the proposed business relationship(s) will result in the development and growth of M/WBEs within these primary industries. A lesser number of points may be awarded for traditional subcontracting relationships. The least number of points may be awarded for ancillary uses of M/WBEs.

In order to satisfy this section, the bidder must submit the names, addresses, phone numbers and contact persons of each M/WBE firm; a description of each business relationship to be established; and the actual dollar amounts, or percentages, to be awarded to each M/WBE firm. MBE and WBE firms must submit a copy of their SOMWBA certification letter for the current period. A directory of SOMWBA certified firms is available via the Internet at www.state.ma.us/somwba.

A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA). Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the Internet at www.magnet.state.ma.us/somwba.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Emergency Standby Services: In a declaration of a state of emergency where the safety and well being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific services from its Contractors. Contractors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such services currently under Contract.

Such accommodations may be requested from a Contractor during an actual emergency. To accommodate such requests, Contractors may be requested and must make every effort to service these requests to the best of their ability from regular sources of supply at the rates set forth in this Contract.

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Filing Requirements. Successful bidders must have filed their Uniform Financial Statements and Independent Auditor's Report (UFR), as required for current contractors, with the Operational Services Division for the most recently completed fiscal year before a contract can be executed and services may begin. In the event immediate services are required by a department, a contract may be executed and services may begin with the approval of OSD and the appropriate secretariat. However, unless authorized by OSD and the appropriate secretariat, the contractor will not be paid for any such services rendered until the UFR has been filed.

Debriefing. Non-successful bidders may request a debriefing from the department. Department debriefing procedures may be found in the RFR. Non-successful bidders aggrieved by the decision of a department must participate in a debriefing as a prerequisite to an administrative appeal.

Administrative Appeals to Departments. Non-successful bidders who participate in the debriefing process and remain aggrieved with the decision of the department may appeal that decision to the department head. Department appeal procedures may be found in the RFR.

Administrative Appeals to OSD. Non-successful bidders who participate in the department appeal process and remain aggrieved by the selection decision of the department may appeal the department decision to the Operational Services Division. The basis for an appeal to OSD is limited to the following grounds:

1. The competitive procurement conducted by the department failed to comply with applicable regulations and guidelines. These would be limited to the requirements of 801 CMR 21.00 or any successor regulations, the *Procurement Policies and Procedures Handbook*, subsequent policies and procedures issued by OSD and the specifications of the RFR; or
2. There was a fundamental unfairness in the procurement process. The allegation of unfairness or bias is one that is easier to allege than prove, consequently, the burden of proof rests with the bidder to provide sufficient and specific evidence in support of their claim. OSD will presume that departments conducted a fair procurement absent documentation to the contrary.

Requests for an appeal must be sent to the attention of the Deputy Purchasing Agent at Room 1017, One Ashburton Place, Boston, MA 02108 and be received within fourteen (14) calendar days of the postmark of the notice of the department head's decision on appeal. Appeal requests must specify in sufficient detail the basis for the appeal. Sufficient detail requires a description of the published policy or procedure which was applied and forms the basis for the appeal and presentation of all information that supports the claim under paragraphs 1 or 2 above. OSD reserves the right to reject appeal requests based on grounds other than those stated above or those submitted without sufficient detail on the basis for the appeal.

The decision of the Deputy Purchasing Agent shall be rendered, in writing, setting forth the grounds for the decision within sixty (60) calendar days of receipt of the appeal request. Pending appeals to the Deputy Purchasing Agent shall not prohibit the department from proceeding with executing contracts.

Electronic Funds Transfer (EFT). The Commonwealth encourages contractors to use EFT for payments. This is a benefit to the contractors as well as the Commonwealth. EFT ensures quick payment directly to contractors and saves both parties the cost of processing checks. Bidders may enroll in EFT by completing the *Authorization for Electronics Funds Payment Form* included in this RFR.

Environmentally Preferable Products and Services. The department and contractor (s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the department's performance needs.

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Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

Purchasing Department:	Department of Correction
Address:	50 Maple Street – Suite 3, Milford, MA 01757
Telephone Number:	508-422-3314
Fax Number:	508-422-3383
E-Mail:	dcbens@doc.state.ma.us
RFR File Name/Title:	Housing Placement Services for Massachusetts Prison Population
RFR File Number:	03-Housing-M03
Procurement Contact Person:	Darcy C. Bens, Contract Manager
Procurement Category:	Human & Social Services / Counseling / Case Management

1. Description Or Purpose Of Procurement:

The Massachusetts Department of Correction (Department) is committed to providing comprehensive reentry services to offenders who are released from custody and will reside in communities throughout the Commonwealth. A key component of reentry planning is the identification and development of housing options that lead to the securing of housing prior to release. Recognizing the public safety concerns related to the need for appropriate housing for released offenders, the Department is seeking responses for the provision of direct housing placement services and administration of a loan program for rent and related employment expenses. Responses shall reflect a direct service delivery model utilizing a case management approach. The contractor will be located in a facility owned or leased by the contractor to which offenders may report for services.

2. Acquisition Method:

Fee for Service

3. Whether Single Or Multiple Contractors Are Required for Contract:

Single Contractor

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4. Whether Single Or Multiple Departments Will Be Able To Use:

Single Department Procurement/Single Department User Contract

5. Expected Duration Of Contract (Initial Duration and any Options to Renew):

Initial Duration: Up to one year

Renewal Options: 3 options to renew, up to one year each

6. Anticipated Expenditures, Funding Or Compensation:

Estimated Value of Procurement: To Be Negotiated

Contract will NOT have a Maximum obligation Amount - Rate Contract

Federal funds will be used to fund part of this contract.

This RFR is being procured in compliance with the World Trade Organization for procurements in which the value over the entire duration of the procurement may exceed \$483,000.

7. Instructions For Submission of Response:

Responses must be sent to the issuing Department at, 50 Maple Street – Suite 3, Milford, MA 01757 Attention, Darcy C. Bens, Contract Manager, with the following:

7.1 Required Forms

Responses that are submitted without completed required forms may be disqualified as unresponsive. The PMT advises all Bidders that the one individual indicated as your authorized signatory on the Contractor Authorized Signature Verification Form should sign all the Standard Forms referenced below. If more than one individual signs the Standard Forms (e.g. one person signs the Massachusetts Substitute W-9 and another signs the Commonwealth Terms and Conditions), then they must complete a Contractor Authorized Signature Verification Form for both individuals. All the Standard Forms referenced below can be found on the Comm-PASS website at www.comm-pass.com under the link entitled "Forms". If a Bidder should encounter difficulty in locating or downloading any of these forms, please contact the Comm-PASS Helpdesk at 1-888-627-8283.

- **Commonwealth Terms & Conditions for Human and Social Services** is a required form. All Bidders must complete, execute and return the Commonwealth Terms and Conditions. Complete all blanks and required information fully and accurately. This form must be executed without modification.
- **Request for Taxpayer Identification Number & Certification (Massachusetts Substitute W-9 Form)** is a required form. This form must be executed without modification. Please ensure that the legal address listed on the Commonwealth Terms and Conditions is the same legal address indicated on this form.

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- **Standard Contract Form** is a required form. All Bidders must be prepared to execute a Standard Contract Form prior to Contract execution. Failure to return a completed and executed Standard Contract Form may disqualify the Bidder's Response. By executing the Standard Contract Form, the Contractor certifies under the pains and penalties of perjury that it has submitted a Response to this Request for Response (RFR) that is the Contractor's offer as evidenced by the execution by the Contractor's authorized signatory, that the Contractor's Response may be subject to negotiation, and that the terms of the RFR, the Contractor's Response and any negotiated terms shall be deemed accepted and included as part of the Contract upon execution of the Standard Contract Form by the Commonwealth's authorized signatory.
 - **Northern Ireland Notice And Certification Form** is a required form. The Northern Ireland Statute (M.G.L. c.7 s22C) requires that Bidders state whether they employ ten or more employees in Northern Ireland.
 - **Contractor Authorized Signature Verification Form** is a required form. If Bidder is a corporation or partnership or other business entity, complete the form as indicated making sure to provide the required authorization (e.g. Corporation's Articles of Incorporation, Secretary of the Corporation's Certificate, etc.). If the Bidder is an individual, they may have their signature notarized or they may attach a copy of their Driver's license or other valid identification that contains an example of the Bidder's signature and other identification information that can be used to verify the Bidder's signature on the Commonwealth Terms and Conditions, Standard Contract Form and other documents.
 - **Authorization for Electronic Payment Form** is a strongly suggested form. All Bidders responding to this RFR are encouraged to participate in the Commonwealth Electronic Funds Transfer (EFT) for receiving payments. EFT is a benefit to both Contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to Contractors and saves both parties the cost of processing checks. Bidders should enroll in EFT by completing the *Authorization for Electronic Funds Payment Form* included in this RFR which OSD will forward to the Office of the Comptroller. If the Bidder is already enrolled in the program, the Bidder should indicate this enrollment in its Response. Bidders can monitor their payments on the Office of the Comptroller's VendorWeb website at <https://massfinance.state.ma.us/VendorWeb/vendor.asp>. The Commonwealth's policy is to pay its bills in 30 days via EFT.
 - **Affirmative Action Plan Form** is a required form for employers only.
 - **Purchase of Services Attachments** are required forms. All Bidders must complete Attachments 1 through 3 and Attachments 4 – 6 if applicable.
 - Attachment 1: Program Cover page
 - Attachment 2: Performance Measures
 - Attachment 3: Fiscal Year Program Budget
 - Attachment 4: Rate Calculation/Maximum Obligation Calculation Page
 - Attachment 5: Non-Reimbursable Cost Program Offset Schedule
 - Attachment 6: Capital Budget
 - **Business Reference Form** is a required Form. All Bidders must complete this form and provide three business references.
- 7.2 An original plus 5 copies of the response are to be submitted.
- 7.3 A budget as defined in the Scope of Services, Section 1., Fiscal Terms.

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- 7.4 A response that addresses all requirements in the Scope of Services.
- 7.5 Any submission which fails to meet the submission requirements of the RFR will be found non-responsive without further evaluation unless the evaluation team, at its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the evaluation team may allow the vendor to make minor corrections to the submission.

- 7.6 **Prequalification Requirements**
Prior to entering into a contract for human and social services, a provider must demonstrate that it meets these minimum administrative and fiscal standards or is prequalified. Prequalification is the process used by the Commonwealth to be assured that it has minimized possible risks to clients and families being served through purchased programs.

New bidders must have submitted a completed prequalification package to the Purchasing Agency no later than the due date for proposals in order for their proposals to be reviewed. Only prequalified bidders are eligible to receive contract awards. New bidders who have questions about the prequalification process should contact Darcy Bens at (508) 422-3314.

Bidders who currently hold a contract with the Department of Correction or another agency and are prequalified do not need to submit prequalification materials as part of this RFR process. That information will automatically be requested of the provider during the annual prequalification process for all current providers.

8. Deadline for Responses:

Bids are to be submitted in a sealed envelope and clearly marked "RFR File # 03-Housing-M03"

Deadline Date: February 6, 2003

Deadline Time: 2:00 PM, EST

Bidders Conference:

Date: January 9, 2003

Time: 1:00 PM, EST

Location: Yankee Conference Room
Central Headquarters
Milford, MA 01757

Written Questions must be received by: January 16, 2003
(By mail or FAX at 508-422-3383, attn: Darcy C. Bens. It is the vendor's responsibility to verify receipt of questions.)

Written responses released on or about: January 23, 2003
(Written questions and responses will be posted on the Internet.)

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Oral Presentations:

If requested, vendors will be required to provide the Department with an oral presentation regarding their responses. Notification will be made by the Department and would be scheduled the week of February 10, 2003 or February 24, 2003.

Best and Final Offer (BAFO)

After the deadline for response submission, the Department reserves the right to extend a Best and Final Offer Opportunity to all or a select number of bidders. Bidders may be asked to submit additional information specific to program specifications and cost.

9. Evaluation Process and Criteria:

Contractors must submit responses that meet all the submission requirements of the RFR as defined in the scope of services. Only responsive proposal that meet the submission requirements will be evaluated, scored and ranked by the evaluation team according to the evaluation criteria. Additional information may be requested for evaluation purposes.

The Department is looking for the "best value" response which provides the greatest quantify of services at the highest quality.

The evaluation criteria is a separate form titled "Evaluation Criteria."

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SCOPE OF SERVICES

Program Narrative

The Massachusetts Department of Correction (Department) is committed to providing comprehensive reentry services to offenders who are released from custody and will reside in communities throughout the Commonwealth. A key component of reentry planning is the identification and development of housing options that lead to the securing of housing prior to release. Recognizing the public safety concerns related to the need for appropriate housing for released offenders, the Department is seeking responses for the provision of direct housing placement services and administration of a loan program for rent and related employment expenses. Responses shall reflect a direct service delivery model utilizing a case management approach. The contractor will be located in a facility owned or leased by the contractor to which offenders may report for services. As part of the reentry planning process, the contractor will be expected to establish aggressive in-reach services to the incarcerated offender population in all 17 Department facilities and those county facilities operated by Sheriffs with whom the Department collaborates in reentry strategies through executed Memoranda of Agreement (hereinafter referred to as "Sheriff"). Special emphasis is required to address the difficulty of locating and securing appropriate housing options for high risk, difficult-to-place offender subgroups.

I. Commitment to Reentry Services by the Department of Correction

The Department begins its reentry planning services at the start of an offender's incarceration. The process begins with assessments designed to identify offender's criminogenic need areas. Throughout the offender's incarceration, Department staff monitor compliance with the program recommendations made to address the needs identified. As the offender begins his/her final year of incarceration, more intensive interdisciplinary efforts are focused on referrals to targeted services in the community. It is at this time that the Department's Reentry Unit assumes the lead role in the offender's reentry planning process. The contractor's interface with the Department will occur primarily through the Reentry Unit.

Successful release planning depends not only upon the existence of adequate resources within the community to address offenders' identified transition needs, but also upon the effective coordination, utilization, and management of those resources. In the interest of public safety and effective management of resources, the Department is committed to preventing homelessness among its releasing offenders and is determined to limit the number of persons who access emergency homeless shelters upon discharge. In recent years, the Department has made significant progress in preparing offenders for return to their home communities. In recognition that this work cannot be done independently, the Department has entered into partnerships with local law enforcement agencies and community service providers in targeted communities to enhance the management of the reentry process for offenders returning to these communities. Some examples of partnerships between the Department and community service providers include the Veteran's Administration Outreach Program, the Massachusetts Housing and Shelter Alliance, Department of Public Health, Bureau of Substance Abuse Services, Department of Mental Health, and Workforce Investment Boards.

II. Program Requirements

A case management approach that operationalizes planning, communication, collaboration and the fostering of partnerships is essential to functioning effectively within the Department's existing reentry structures. The

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contractor will adopt this approach in its delivery of housing placement and loan administration services. The contractor must also be committed to the concept of a continuum of care and supportive services needed to prepare the offender for self-sufficiency while supporting the public safety interests of the community.

- A. Housing Placement Services** – will include a full range of services to include, but not limited to, the following:
1. The contractor will identify all housing options for releasing offenders and facilitate coordination among community based service providers to promote a continuum of care in meeting housing needs.
 2. The contractor will develop and articulate an understanding of the frequent obstacles and significant barriers offenders' experience in their efforts to secure appropriate housing. In response to these constraints, the contractor must be prepared to employ effective housing placement strategies to include extensive knowledge of federal and state laws and regulations governing public housing.
 3. The contractor will develop automated information resources detailing housing options and requirements which will be developed into a manual specifically for offenders.
 4. The contractor will continue active case management for target offenders released from custody with short-term transitional housing plans until permanent housing is secured.
 5. The contractor will be capable of effectively responding with appropriate housing solutions to unanticipated, time sensitive placement needs.
 6. The contractor will collaborate with federal, state and local public policy agencies including the Massachusetts Housing and Shelter Alliance towards establishment and advancement of new initiatives aimed at preventing homelessness and generating housing opportunities for offenders who are especially difficult to place.
 7. The contractor will research and identify affordable transitional and permanent housing for low-income families and individuals.
 8. The contractor will participate in established Department triage meetings with Department staff involved with reentry planning to ensure effective in-reach and information sharing.
 9. In conjunction with the Department's Reentry Unit, the contractor will work directly with offenders in the development of realistic, concrete housing options/placements.

The contractor will define in detail housing placement services for offenders in their response, including all staff positions and a comprehensive description of the services to be provided.

- B. Loan Administration** - The Commonwealth and the Department are committed to promoting social and economic self-sufficiency. With this in mind the Department is also cognizant that offenders

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may release with funds inadequate to obtain appropriate housing. In response to this barrier, the contractor shall administer a low interest loan program for offenders to include, but not limited to, the following provisions:

1. Loans will be made available to only those offenders referred and approved by the Department for such loans.
2. Loan and interest repayments will be made by the recipient monthly for up to twenty four (24) months until the full amount owed is repaid.
3. The interest rate for loans will be set at a fixed rate equal to one half of one percent (.50 %) below the prime rate as reported by the Wall Street Journal at the time of loan execution.
4. The amount of each loan shall not exceed the amount that the offender would receive in financial assistance under the Resource Model component of the Individual Self-Sufficiency Program (ISSI) administered by the Commonwealth's Regional Non-Profit Housing Agencies if the offender was determined to be ISSI-eligible.
5. The purpose of these loans is to subsidize the payment of "up front" money (first month's/last month's rent and security deposit when applicable) that may be required by a prospective landlord. Therefore, the contractor will have in place a process to verify that the loan is used for this purpose.
6. All money received through loan repayments shall be re-deposited in the account (loan program account) maintained specifically for this loan program. The intent in doing so is to maintain an amount of money in that account sufficient to continue the loan program over the life of the contract.
7. The Department will provide the funds to open the loan program account and all funds in the account shall remain the property of the Department. The funds will be audited by the Department on a regular basis.

The contractor will define in detail in their response the loan administration program and process to include internal controls and risk assessment for the loan program account.

C. Target Population

The target population to receive housing placement and/or loan administration services are those offenders presently in the custody of the Department who are projected for release within one year, plan on residing within the Commonwealth and are without permanent housing options (i.e., are at risk for homelessness). Those offenders who are being admitted to a community residential treatment program whose range of services include permanent housing placement assistance are not to be considered among the target population.

It is estimated that approximately 400 inmates a year are released who are at risk for homelessness and would meet the eligibility requirement for housing placement services and the loan administration program.

The Department's facilities and centers are described on the Department's web site at

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www.state.ma.us/doc/facility/index.

D. Referral Process

Offenders must be referred by Department staff involved in the reentry process.

E. Intake/Assessment Process

The contractor is required to define in detail the intake and assessment processes, including all assessment instruments that may be utilized. In developing these tools the contractor will research recognized best practices in housing placement services targeted for releasing offenders. Additionally, the contractor will use intake data collection content consistent with the Department's data collection efforts.

The selected contractor will come to a mutual agreement with the Department and partnering community service providers regarding information sharing required to aid in successful housing placements and reentry efforts. The contractor shall adhere to all applicable confidentiality requirements. The Department reserves the right to approve the intake and assessment processes.

D. Data Collection/Tracking

The contractor shall be responsible for the data collection and tracking of all program service delivery. The contractor shall maintain individual case records on each offender receiving housing placement and/or loan administration services. The individual case records shall detail the contractor's progress with an offender and all relevant documentation utilized in obtaining transitional and/or permanent housing services.

For those offenders who access loan administration services, individual case records must also include documentation of eligibility for services and an organized and comprehensive financial record detailing the loan requirements and obligations.

The contractor will participate in and cooperate with the Department's overall data collection effort related to the evaluation of its reentry strategies. In addition to the reporting requirements described below, the contractor may be required to participate in the Department's post release tracking efforts via periodic telephone communication.

The contractor is to include a sample case record with their response and define the data collection and tracking systems that will be utilized for housing placement services and the loan administration program.

G. Reports

Data collection for the housing and/or loan administration services shall be shared with the Department's Reentry Unit and Research Division. The contractor shall forward by the fifteenth of every month, monthly reports to the Department's Reentry Unit with the following data, at a minimum, in aggregate numbers of those offenders receiving services.

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Number of intakes and assessments completed for housing placement only.
Number of intakes and assessments completed for loan administration only.
Number of intakes and assessments completed for both housing placement and loan administration services.
Number of placements in transitional housing.
Number of placements in permanent housing.
Number of offenders on waiting lists for transitional housing.
Number of offenders on waiting lists for permanent housing.
Number of housing placement denials.
Listing of housing placement denial reasons.
Number of payment defaults on loans administered
Amount of interest earned.

The reporting format will be developed and mutually agreed upon by the Department and the selected contractor. The Department reserves the right to request information/reports at its discretion.

H. Hours of Operation/Schedule of Service Delivery

Housing placement and loan administration services shall be available during both business and non-business hours to include Saturdays, to accommodate the varied needs of the offenders who may need to access those services.

Contractors are to submit the hours of operation for the designated site for service delivery with their response.

I. Fiscal Terms

The contractor shall provide a complete detailed budget defining all staff positions, direct and indirect costs using Purchase of Service – Attachment 3: Fiscal Year Program Budget.

This will be a cost reimbursement contract. General office supplies shall be provided by the contractor. The contractor is to utilize hardware and software that is compatible with the Department's

J. Staffing Requirements

The contractor shall describe in detail their supervision model and staffing for these services. The contractor shall provide job descriptions for each staff person to include: position title, supervisor, supervision exercised, general description of duties, specific tasks and responsibilities, required education, certification and work experience. Staffing changes may be necessitated from time to time by the mutual agreement of the contractor and the Department.

Contractor employees must comply with all Department rules and regulations. Contractor employees shall be subject to a background check, inclusive of a Criminal Justice Information System criminal record check.

Vacancies shall be filled within thirty consecutive days. A personnel position shall be deemed vacant when it is not filled with a permanent incumbent. The contractor shall notify the Department, in writing, when a vacancy occurs and when said vacancy is filled.

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The contractor is to include a staffing matrix and staff schedule with their response.

K. Contractor Profile

The contractor must provide a profile highlighting previous correctional/criminal justice experience and capability to provide these services. The contractor must also provide documentation of experience in providing services as defined in this RFR.

L. Performance Measures

The Department will work with the Contractor to refine and modify performance measures throughout the duration of this contract. The performance measurements will be a combination of process data with defined results and output measurements to develop outcome data for the defined scope of services and goals for treatment services. Performance measurements will be reviewed twice per year, at a minimum, and adjusted or amended accordingly.

The performance measurements defined in the attached form entitled Purchase of Service – Attachment 2: Performance Measurements are the minimum mandatory performance measurements required by the Department.

MASSACHUSETTS DEPARTMENT OF CORRECTION

RFR STANDARD PROVISIONS

1. Definitions

"Contractor"	Provider Agency
"Department"	The Massachusetts Department of Correction, the Purchasing Agency.
"Facilities"	The institutions of the Department of Correction, including all prisons, correctional centers, pre-release centers, the Bridgewater State Hospital, the Addiction Center, the Boot Camp, and the Treatment Center for Sexually Dangerous Persons.
"Inmates"	All persons, male and female, adult and minor, residing in Facilities or admitted or committed to the care and custody of the Department of Correction.
"Personnel"	Employees of the Contractor or any subcontractor or independent contractor of the Contractor. Employees of the Contractor or subcontractor shall not be deemed State Employees.
"Program"	The services provided under this contract.

2. Licensure and Credentialing

The Contractor shall insure that all Personnel shall be licensed, certified or registered to the extent required

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by the Commonwealth of Massachusetts and as necessary for the Contractor to fulfill its obligations under this contract. The Contractor shall conduct any credentialing required of any professional employees, as may be required by the pertinent regulatory authorities. The Contractor shall provide to the Personnel any continuing education, on the job training and clinical instruction and supervision as deemed appropriate by the Contractor. The Department shall not bear financial responsibility for the cost of any required education.

3. Security Clearance
All Personnel must receive security and background clearance by the Department prior to provision of services. This includes a probation check and FBI background check. The Department will not unreasonably withhold or delay such clearance.

4. Application of Department Rules
Personnel shall be subject to all rules and standards of conduct of the Department, including the rules set forth in the "Rules and Regulations Governing All Employees of the Massachusetts Department of Correction," i.e., the "Blue Book." Personnel shall receive and sign for copies of "Blue Books."

5. CHSB Nondisclosure Agreement
The Contractor and all Personnel shall complete and execute the Agreement of Non-Disclosure form prescribed by the Criminal History Systems Board ("CHSB"). All completed forms shall be retained by the Department.

6. Hiring and Firing and Subcontractor Termination
The Contractor shall have the sole and exclusive right to hire and fire or terminate the subcontracts with Personnel. The Department may deny entrance of any Personnel to any or all Facilities, provided, however, that the Department shall notify the Program Director of such denial and the reasons therefor as soon as reasonably practicable.

7. Bilingual Personnel
The Contractor whose Personnel provide direct services to inmates shall ensure that a sufficient number of Personnel are bilingual in English and Spanish, so as to meet the needs of the increasing Hispanic component of the inmate population.

8. Compensation and Benefits of Personnel
The Contractor shall have the sole and exclusive responsibility for determining the compensation, terms and conditions of employment or engagement and benefits of, and for paying all compensation and other benefits to the Personnel.

9. Department Access to Personnel Records
Upon reasonable prior notice, the Department may review at the Contractor's offices the employment applications, resumes and personnel files of the Personnel during regular business hours. At the request of the Department, the Contractor shall provide a list of the names and home addresses and telephone numbers of all Personnel.

10. Media Releases
Personnel shall not issue press or media releases regarding the Program, the Department or the contract.

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except through the Department's Director of Public Affairs or the Contractor's designated media coordinator.

11. Publications

The Contractor shall not disseminate, reproduce, display or publish any report, map, information, data or other materials or documents expressly required or produced in whole or in part pursuant to the Contract, nor shall any such report, map, information, data or other materials or documents be the subject of an application for patent or copyright by or on behalf of the provided, without the prior written consent of the Department, which shall not be unreasonably withheld or delayed.

If the Contractor prepared, publishes or distributes any brochure, periodical or other publications describing any programs the costs of which are funded at least in part by this Contract, then any such publication shall, unless the Department directs other wise, contain a prominently displayed statement to that effect [e.g., "This agency and its programs are funded, in whole or in part, by contract with the Department].

12. Staff Meetings

The Contractor shall ensure that Personnel attend all staff meetings as required by the mutual agreement of the Contractor and the Department.

13. Department Access to Subcontracts and Payroll Hours

At the request of the Department the Contractor shall provide copies of subcontracts and payroll hours by Facility or period.

14. Prison Records

Personnel shall have access to Inmate six-part folders and other prison records on a need-to-know basis. Unless determined otherwise by the Department, Personnel shall not have access to Department investigative reports, except for such reports generated and provided by the Department for the purposes of quality assurance and risk management.

The provisions of this section shall survive the expiration or termination of this contract.

15. Workers' Compensation

The Contractor shall provide Workers' Compensation Insurance for Personnel to the extent required by applicable law, and shall provide the Department with evidence of insurance. The Contractor shall also provide the Department with such evidence of insurance for any subcontractor of the Contractor.

16. Independent Status

It is expressly understood and agreed by the parties that, in the performance of their obligations hereunder, neither the Department and the Contractor shall act as an employee or agent of the other. Neither the Contractor nor any of the Personnel shall represent themselves as employees or representatives of the Department, nor shall the Department or any of the Department's employees represent themselves as employees or representatives of the Contractor.

17. Force Majeure

Notwithstanding any other provision, and without relieving the Department of any of its payment obligations under this contract, the Contractor shall not be entitled to invoke Section 4 of the Commonwealth Terms and Conditions for Human and Social Service contracts or the provisions of this section in the event of any strike or job action brought by the Personnel against the Contractor. Further, in the event of other causes for

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failure or delay in rendering performance, as described in Section 4 of the Commonwealth Terms and Conditions for Human and Social Services contracts, or in the event of riots, lock-downs, disturbances, utility failures or any other emergency or cause beyond the reasonable control of the party, the Contractor shall make all reasonable efforts to continue providing Services to the best extent possible under the circumstances. In the event that any reduction of Services is unavoidable, the parties shall meet as soon as practicable to prioritize the Services to be provided.

18. Cooperation Upon Termination

The Contractor shall cooperate with the Department in event of termination so as to ensure that Department can provide continuity of services. Such cooperation shall include the provision to the Department of the names, addresses and telephone numbers of Personnel, salaries, organizational charts, certifications, lists of subcontractors with names and addresses and telephone numbers, inventory lists of supplies, equipment lists and condition by facility, and copies on 3.5 inch computer disk of any policies, procedures, manuals and forms developed by the Contractor not previously provided to the Department. Said information shall be provided within ninety (90) days of the termination of this contract, or upon issuance of a notice of termination by the Department. The Contractor shall not, by utilization of so-called "non-compete" clauses in contracts with Personnel, or by any other means whatsoever, prevent or restrict in any manner the ability of Personnel to enter into any contractual or employment relationship with any person or organization which may provide services of the nature described in this contract to the Department at any time following the termination of this contract or of any part thereof. At the termination of this contract, any funds remaining which are held in escrow by the Contractor, or which had been designated for expenditure by the Contractor, shall be returned to the Department forthwith.

19. Third Party Beneficiaries

Nothing contained in this contract is intended or shall be construed to evidence an intent to confer any rights or remedies upon any person other than the parties hereto and their respective agents and representatives.

20. Cooperation in Litigation

The Commonwealth, including the Department or any other division, agency or office, shall not be responsible for representing or defending, or for any costs incurred by the Contractor or Contractor's personnel, agents or subcontractors, in connection with any lawsuit or claim, including, but not limited to any claim brought pursuant to the Massachusetts Tort Claims Act, G.L. c. 25B.

The Contractor agrees to make all reasonable efforts to cooperate with the Department in the defense of any litigation brought by any person not party to this Agreement, including suits that concern Services, the Program, or this contract.

21. Indemnification.

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agency or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriate and applicable law."

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EVALUATION CRITERIA**

<u>Criteria</u>	<u>Maximum Points Available</u>
<u>Contractor Profile:</u>	
Demonstrated experience in the field of housing and loan administration	15
Demonstrated experience with referrals and community linkages	15
Demonstrated experience with offender population	<u>10</u>
Sub Total	40
<u>Services:</u>	
Housing Placement Services program	20
Sample of on-line housing manual	10
Loan Program	20
Intake and Assessment process	10
Sample case record	10
Tracking system	05
Hours of operation	05
Staffing:	
Supervision model	10
Staffing matrix	15
Staff schedule	<u>05</u>
Sub Total	110
<u>Fiscal Terms:</u>	
Budget	50
W/MBE	<u>10</u>
Total without added value:	210

Added Value:

Up to 10 points per added value as determined by the evaluation committee.