



February 28, 2013

ADDENDUM #1

Re: PEAK (Pathways to Excellence, Achievement and Knowledge)
Negotiated Acquisition
PIN: 78113N0001

Dear Prospective Proposer:

The Department of Probation (DOP) is issuing **Addendum #1** to the PEAK (Pathways to Excellence, Achievement and Knowledge) Negotiated Acquisition (PIN: 78113N0001).

ADDENDUM ITEMS

1. Section I- General Information, page 2: The second paragraph:

Any organization with an existing LTW contract or organization(s) that can demonstrate similar relevant experience⁵ may apply for PEAK in partnership with a school where the majority of students are over-age and under-credited, in middle and/or high school, including but not limited to the transfer school with which they have an existing LTW contract, campus schools and schools serving grades 6-12. Organizations may apply to work with more than one school; however a separate application would be required for each school proposed⁶.

is deleted and replaced with the following:

Any organization with an existing LTW contract or organization(s) that can demonstrate similar relevant experience⁵ may apply for PEAK in partnership with a school where the majority of students are over-age and under-credited, in middle and/or high school, including but not limited to the transfer school with which they have an existing LTW contract, campus schools and schools serving grades 6-12. If the partner school does not serve all grades 6-12, proposers should indicate the age range served. Organizations may apply to work with more than one school; however a separate application would be required for each school proposed⁶.

2. Section I- General Information, page 5, Regulatory Requirements: The following paragraph:

Subcontracting is permissible under the following conditions:

- **The applicant is encouraged to identify any proposed subcontractor and/or partner in the proposal**
- **Agency assumptions regarding provider approach as set out in the Scope of Services and other sections of this solicitation apply equally to any proposed subcontractor**
- **All contractors and subcontractors shall be subject to DOP/CEO approval before expenses are incurred and payments made**
- **No more than 40 percent of the total value of the contract may be subcontracted**

is added.

3. Section II- Scope of Services, page 9, Key Programmatic Elements, Collaboration with the School: The following is added below the first paragraph:

PEAK participants would be initially placed on the register of the District 79 teacher while participating in the program. All referred participants must be accepted into the PEAK program, including those who may not meet school specific entrance requirements at the time of referral. Any remediation needed to meet school specific entrance requirements should be addressed as part of the program design to ensure participants meet these requirements by the time of program completion. After the successful completion of PEAK, participants should be eligible for inclusion on the partner school's register.

4. **Section II- Scope of Services, page 10, 3. Key Programmatic Elements, Probation Supervision:** The following paragraph:

Contractors must subscribe to a “no reject, no eject” philosophy. Contractors would not be able to reject referred participants, nor shall they eject any participants from the program without conferencing the case with DOP.

is added.

5. **Section II- Scope of Services, page 11, 6. Program Hours/Schedule:** The first sentence of the second paragraph:

When school is on summer recess, PEAK must maintain a full day schedule, from 8:00 AM until 8:00 PM²⁵.

is deleted and replaced with the following:

When school is on summer recess, PEAK must maintain a full day schedule, for at least 8 hours per day. Applicants should specify the hours of operation that will be maintained during the summer program.

6. **Section II- Scope of Services, page 11, 6. Program Hours/Schedule:** Footnote 25:

Summer is defined as the period between the end of one school year and the beginning of the next. PEAK must operate Monday through Friday from 8AM to 8PM each week during the summer.

is deleted and replaced with the following:

Summer is defined as the period between the end of one school year and the beginning of the next. PEAK must operate Monday through Friday for at least 8 hours per day each week during the summer.

7. **Section II- Scope of Services, page 11, 6. Program Hours/Schedule:** The following sentence is added to the third paragraph:

Applicants should provide a plan for program operation in an alternate location in case of school closure for inclement weather.

8. **Section II- Scope of Services, page 11, 8. Snacks and Meals:** The first paragraph:

Contractor(s) shall provide a healthy after school snack for participants as well as a nutritious dinner meal every day of program operation²⁷.

is deleted and replaced with the following:

Contractor(s) shall provide a healthy after school snack for participants as well as a nutritious dinner meal every day during school year program operation²⁷. Contractor(s) would provide 2 to 3 meals daily depending on proposed hours of operation on days where the program is running but school is not in session.

9. **Section II- Scope of Services, page 12, 10. Staffing and Other Program Responsibilities:** The first sentence of the first paragraph:

Contractor(s) will be responsible for hiring PEAK staff, including but not limited to: a program director, staff for after school/evening and summer/school break educational enrichment and therapeutic/behavioral interventions, and advisors/counselors in the schools.

is deleted and replaced with the following:

Contractor(s) will be responsible for hiring PEAK staff, including but not limited to: a full-time program director, staff for after school/evening and summer/school break educational enrichment and therapeutic/behavioral interventions, and advisors/counselors in the schools.

10. **Section II- Scope of Services, page 13-14, Performance Measures:** Under Outcomes, the fifth bullet and sixth bullet:

- *Students will earn a minimum of five credits for every semester in the program*
- *75 percent of students will pass all NYS Regent Exams which they are qualified to take*

is deleted and replaced with the following:

- **Students will earn a minimum of three credits for every semester in the program**
- **75 percent of students will take all NYS Regent Exams for which they are qualified**

11. **Section III- Format and Content, page 16, 3. Program Application Narrative, c. Program Approach:** Under Key Program Elements, the following is added below the eighth bulleted item:

- **Explain how the proposed program would address any referred participants who may not meet school specific eligibility requirements at the time of referral to ensure that the participant will be eligible for inclusion on the school's register by the time of successful program completion**

12. **Section III- Format and Content, page 17, 3. Program Application Narrative, c. Program Approach:** Under Key Program Elements, the following bullet:

- *Describe how PEAK participants will attend summer school, either by demonstrating that the partner school has a summer school designation or by describing how the Applicant/partner school will self-fund summer school or partner with a designated summer school in the same community district*

is deleted and replaced with the following:

- **Describe how PEAK participants will attend summer school, including the proposed hours of operation, either by demonstrating that the partner school has a summer school designation or by describing how the Applicant/partner school will self-fund summer school or partner with a designated summer school in the same community district.**

13. **Section III- Format and Content, page 17, 3. Program Application Narrative, c. Program Approach:** Under Program/Hours Schedule: The following sentence is added:

Describe the plan for providing the PEAK program in an alternate location in case of school closure for inclement weather.

14. **Section III- Format and Content, page 17, 3. Program Application Narrative, c. Program Approach:** Under Snacks/Meals, the following bullet:

- *Describe the plan for providing daily nutritious after school snacks and dinner meals*

is deleted and replaced with the following:

- **Describe the plan for providing daily nutritious after school snacks and dinner meals, as well as the plan for providing 2-3 daily meals, depending on hours of operation, during the summer program**

15. **Section IV- Application Evaluation and Contract Award Procedures, page 20:** In the second paragraph, the last two sentences:

Furthermore, DOP/CEO reserves the right to make awards to ensure appropriate distribution of services across different geographic areas within the City and/or to ensure program diversity. DOP/CEO also reserves the right to award less than the full amount of funding requested and to modify funding allocations across geographic areas in the best interest of the City.

is deleted and replaced with the following:

Furthermore, DOP/CEO reserves the right to make awards to ensure appropriate distribution of services across different geographic areas within the City and/or to ensure program diversity, including the range of ages served. DOP/CEO also reserves the right to award less than the full amount of funding requested and to modify funding allocations across geographic areas in the best interest of the City.

16. **Attachment 1: Application Summary Form, page 21:** Attachment 1 is deleted and replaced with Revised Attachment 1 which is affixed to this addendum and posted on the DOP website.

CLARIFICATIONS

1. Contractor(s) would not be required to provide follow-up services. DOP would provide follow-up services to participants who are still on probation after program completion.
2. The District 79 teacher would be available to supplement the contractor's summer program for a 30 day period for 3 hours per day.

3. The District 79 teacher would serve as an “academic resource” for the contractors PEAK Program. The District 79 teacher could provide team teaching, resource room, 8th grade core classes or services agreed upon with the principal.



Eileen Parfrey-Smith
Acting Agency Chief Contracting
Officer