

Legal Notice

REQUEST FOR PROPOSAL

The Connecticut Department of Correction is soliciting proposals from governmental and private vendors to provide housing and care outside the State of Connecticut for up to 2500 male inmates committed under sentence to the Department of Correction. The intent of this request is to identify governmental and private organizations with the expertise to provide care and secure custody for high and medium security inmates. A non-binding Letter of Intent is due to the address below no later than February 17, 2004, 4:00 p.m.

Copies of the Request for Proposal may be obtained from:

Joel R. Ide
Grants and Contracts Manager
Department of Correction
24 Wolcott Hill Road
Wethersfield, CT 06109-1152
860-692-7757
JoelR.Ide@po.state.ct.us

Copies may also be obtained from the following web sites: www.doc.state.ct.us or www.das.state.ct.us.

Completed bid applications will be due on May 3, 2004 at 4:00 p.m. Bids received after that time will not be accepted.

1. Project Overview

As authorized under Public Act 03-06, the Connecticut Department of Correction is soliciting proposals from governmental and private vendors to provide housing and care outside the State of Connecticut for up to 2500 male inmates committed under sentence to the Department of Correction. The Department projects a need for housing level 3 (medium security) and 4 (high security) inmates aged 19 and above. Based on Department needs, vendor responses and costs, the Department may enter into one or more contracts with one or more contractors for the confinement and supervision of inmates. The minimum number of inmates to be governed by a single contract shall be 500. It is anticipated that the Department will enter into contracts in June 2004 and begin to transfer inmates to facilities within 45 days thereafter.

Services to be provided include the confinement and supervision of inmates; care and treatment, including subsistence and all necessary routine medical care; providing for physical needs; programs of education and training consistent with individual needs; safe, supervised custody; maintaining proper discipline and control; executing the sentences and orders of the committing court; providing due process; complying with applicable federal, state and local laws and conforming with ACA standards.

Bidders shall specifically agree in their proposals to be bound by the provisions of the Interstate Corrections Compact. Any governmental or privately operated facility to which Department inmates are transferred must be located in a state which has enacted and entered into an Interstate Corrections Compact with the State of Connecticut. The states with which Connecticut has an Interstate Corrections Compact are listed on Attachment A.

Contract facilities must have ACA accreditation or be in candidate status for ACA accreditation. Failure to receive accreditation and retain it during the life of the contract may result in the assessment of penalties, liquidated damages or contract termination.

2. Definitions

2.1 - ACA shall mean the American Correctional Association.

2.2 - ACA Standards shall mean the Standards for Adult Correctional Institutions, fourth edition (as it may be modified, amended or supplemented) published by ACA.

2.3 – Contract shall mean one or more agreements resulting from this RFP.

2.4 - Contract Monitor shall mean the person(s) designated by the Department who will serve as official liaison between the Department and the contractor(s) on all matters pertaining to the contract.

2.5 - Department shall mean the Connecticut Department of Correction.

2.6 - Facility shall mean an institution for providing the housing and care of incarcerated offenders.

2.7 - Inmate shall mean a person in the custody of the Commissioner of the Connecticut Department of Correction. Such person may be transferred by the Commissioner to another governmental or privately operated facility and shall at all times be subject to the authority of the Commissioner of the Department.

2.8 - Per diem cost per inmate shall mean the per day cost per inmate for housing and care. The rate shall include start-up expenses and all operation and administration costs, indirect costs, overhead and profit.

2.9 - RFP shall mean Request for Proposal.

3. Term and Minimum Number of Beds

3.1 - The Department is seeking proposals, which offer one of two options for the term of a future contract.

3.1.1 - The Department is seeking proposals which project a program for two years, with two, 1-year renewal options.

3.1.2 - The Department is seeking proposals, which project a program for a term of five (5) years.

The Department will begin to transfer inmates to facilities within 45 after the execution of a contract. Any contract(s) would be subject to annual appropriation and may be terminated by the Department with 90 days prior written notice or upon default by the contractor.

3.2 – Proposals shall describe care and custody for no less than 500 inmates.

4. Project Specifications

4.1 Administration

4.1.1 – The Facility and its correctional services shall be managed by a single executive officer employed by the Bidder. Bidders shall set forth the minimum qualifications for the position.

4.1.2 – Proposals shall describe the procedures by which the Bidder shall monitor the operation of the facility and adherence to Contract provisions.

4.1.3 – Proposals shall provide an organizational chart that accurately reflects the structure of authority, responsibility and accountability within the Facility and between the Facility and Bidder’s off-site operations.

4.1.4 – Proposals shall provide a current policy and procedure manual from the subject facility(s). The manual shall describe programs, services and procedures. For facilities not yet operational, a policy and procedure manual from a comparable Bidder-operated facility shall be submitted. A manual for the Facility must be provided prior to implementation of a contract.

4.1.5 – For non-governmental Bidders, proposals shall include disclosure of corporate relationships.

4.1.6– For non-governmental Bidders, proposals shall provide legal structure and a list of shareholders holding in excess of 5 percent.

4.1.7 – Bidders shall describe their history in seeking and obtaining ACA accreditation.

4.2 Personnel and Training

4.2.1 – Proposals shall include a staffing plan addressing the administrative, custodial, program, medical and maintenance needs of the facility.

4.2.2 – Proposals must provide for background checks for potential employees at contractor expense. Conditions for refusal of employment shall be described.

4.2.3 – Proposals shall describe the Bidder's staff drug testing policies.

4.2.4 – Proposals shall include job descriptions and qualifications for all Facility positions.

4.2.5 – Proposals shall include policy and procedure for staff conduct and discipline.

4.2.6 – Proposals shall describe all employee training. Proposals shall include a detailed training curriculum that differentiates between training provided to different classes of employees. The Bidder's employees, at a minimum, shall receive the same number of hours of pre-employment and in-service training as are required by ACA Standards.

4.2.7 - Proposals shall describe how adequate numbers of bilingual (English/Spanish) staff will be provided.

4.2.8 – Proposals shall describe the Bidder's employee assistance programs.

4.2.9 – Proposals shall describe the Bidder's ability to supply a workforce representative of the racial diversity of Connecticut's inmate population. During State Fiscal year 2002-2003, Connecticut's inmate population was 28 percent white, 44 percent black, 27 percent Hispanic and 1 percent "other."

4.3 Physical Plant and Inmate Housing

4.3.1 – Proposals shall provide schematics, photographs, videotapes and/or other information which illustrate or depict siting, building construction, housing configuration, perimeter security, lighting, access and egress. Where indicated by the Bidder and consistent with Connecticut's Freedom of Information statutes, this information will be treated as confidential.

4.3.2 - Proposals shall include information regarding rated inmate capacity, current population and projected population of the facility for the next five calendar years. This information shall include (a) the number of beds available to the Department and the date the beds will be available, (b) the jurisdiction and classification of other inmates at the Facility, and (c) the capability of the Bidder to separate Department inmates from inmates from other jurisdictions, other classifications, or female inmates.

4.3.3 – The Bidder shall describe how inmates will be secured within the facility. Cells shall consist of no more than two inmates each with minimum square footage consistent with ACA standards.

4.4 Security, Safety and Emergency Procedures

4.4.1 - Post orders of custodial staff and job duties of non-custodial staff must be submitted for review.

4.4.2 – Proposals shall include details of Facility security measures, including security checks and inspections, perimeter checks, and the frequency and method of inmate counts.

4.4.3 – Proposals shall ensure that supervision is provided to inmates in accordance with ACA standards.

4.4.4 - Proposals must include a plan for monitoring security risk group (gang) and other disruptive activities. The Contractor shall share written summary of this intelligence with a designated department staff member monthly.

4.4.5 - Proposals shall provide written guidelines for fire prevention, including fire safety and inspections, maintenance of fire alarms and smoke detection systems, fire evacuation drills, and provision for testing equipment to maintain essential lighting, power and communications.

4.4.5 – Proposals shall address response to the following emergency situations: (a) riot or disturbance; (b) escape, including proposed jurisdictional and apprehension policy; (c) hostage taking; (d) bomb threats; (e) situations necessitating evacuations.

4.4.6 – Proposals shall describe how the Bidder shall provide staffing in the event of sick-outs, work stoppages or strikes.

4.4.7 – The Proposal shall describe how the Bidder will provide security at off-site activities (e.g. emergency medical care).

4.4.8 – The Contractor shall develop and implement agreements with local fire, ambulance and law-enforcement agencies in order to respond to or assist in emergency response efforts.

4.4.9 – The Proposal shall describe a plan for alternative housing, at Bidder expense, in case of a major disaster or displacement.

4.4.10 - The proposal shall describe inmate discipline, incident reporting, and grievance procedures. Policy and procedures in these areas should be included. Bidders may address whether it would be feasible to utilize the Department's Code of Penal Discipline in the facility.

4.4.11 - The Bidder shall submit copies of audits or other documentation of internal review of the inmate disciplinary and grievance procedure for the past three years.

4.5. Use of Force

4.5.1 – Proposals shall ensure that use of physical force shall be limited to that authorized by federal, state and local law and shall be consistent with relevant ACA standards.

4.5.2 – Proposals shall include all policy and procedures regarding use of force. Guidelines for the use of any electronic device, chemical agent, firearm, K-9 or any other lethal or non-lethal instrument which is authorized for use of force in the facility shall be included in the use of force policy and procedure.

4.5.3 – Proposals shall ensure that employees of the Bidder authorized to carry and use firearms have completed an approved training course. The proposal shall describe the training course provided and the methods by which training effectiveness is verified.

4.5.4 – Proposals shall include aggregate data regarding the use of force for the last three years at the Facility.

4.6. Classification

4.6.1 - The Department will retain the rights and authority for the classification of all inmates and the awarding and forfeiture of good time. Prior to transfer of inmates, the Department will furnish to the Bidder the inmate file which will consist of: documents relating to the case history, health records, judicial and administrative rulings and orders relating or pertinent to the inmate and the sentences pursuant to which he is being held; identification data, photographs and fingerprints. The Bidder shall not change, modify or in any way alter the sentence or requirements of the sentence without the prior written authority of the Commissioner of the Department. Inmates will be assigned to out of state facilities in accordance with Department procedures. Decisions to reclassify inmates

to minimum security or outside clearance shall be retained by the Department. The custodian of records and information regarding inmates shall be the Department. Requests for information regarding inmates shall be referred to the Department. For good cause, the Department will retake any inmate within sixty days after receipt of request from the Bidder.

4.6.2 – Proposals shall include policy and procedures for inmate housing, job and program classification.

4.6.3 – The Bidder shall ensure that there is a case manager/counselor to inmate ratio consistent with ACA standards. The case manager/counselor shall be responsible to maintain records of inmate’s employment, programmatic involvement or any other significant classification information.

4.6.4 - The contractor shall be responsible for providing copies of each inmate disciplinary report and grievance to the Department’s Interstate Compact Office monthly.

4.6.5 - Proposals must describe capabilities for telephone hearings or video conferencing.

4.6.6 - The Contractor shall surrender any inmate to the Department upon demand.

4.6.7 - The Contractor shall be required to maintain the inmate master files and to provide information to the Department when requested. Files shall be returned to the Department upon request or upon retaking of the inmate(s). Files shall not be duplicated or used for any purpose other than for case management.

4.6.8 - The Contractor shall be required to certify HIPAA compliance.

4.7 Delivery of Inmates

4.7.1 – The Department or its agent shall deliver inmates to and from the contract facility at Department expense.

4.7.2 - While not a requirement of this RFP, the Department will consider proposals, which contain options for inmate transport at Bidder's cost. Please include such proposal as a separate schedule or appendix describing the transportation system you are proposing and detailing the costs associated with that proposal

4.7.3 - Each inmate shall receive orientation to the facility from the Contractor upon admission. Bidders shall submit orientation materials, inmate handbook and describe the orientation process.

4.8 American Correctional Association Accreditation

The Bidder shall demonstrate that the Facility has obtained ACA accreditation or is in candidate status for ACA accreditation.

4.9 Food Service

4.9.1 - The Bidder shall provide three meals for each inmate at regular times during each 24-hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed on weekends or holidays provided that basic nutritional needs are met as certified by a nutritionist or dietician.

4.9.2 - Special diets shall be provided as required for the medical or religious needs of the inmates. The Bidder shall submit procedures to govern the provision of special diets.

4.9.3 – Proposals shall include a copy of the master menu for the Facility

4.10 Medical, Mental Health and Dental Services

4.10.1 - The Bidder will provide medical, dental and mental health care services delivered by licensed health care staff overseen by a health administrator.

4.10.2 – Proposals shall specify that all health care providers will be licensed, certified or registered as required by state and federal laws and regulations. All health services employees shall practice only within the scope of their licensor's certification.

4.10.3 The Bidder's health care program will provide inmates with primary care services to include, but not necessarily be limited to, the following services at the facility.

- Medical screening performed upon an inmate's admission to the facility.
- Primary care services, including sick call to all inmates.
- Physician services.
- Nursing services.
- Infirmary services.
- Mental Health services.
- Laboratory services.
- Vision services.
- Radiology services.
- Prescription pharmacy services.
- Over-the-counter medications.
- 24-hour emergency medical, mental and dental health care services.
- Treatment, management and control of TB, HIV/AIDS and other communicable diseases.
- Special medical and dental diets.
- Durable medical supplies and equipment.
- Hearing aids.

4.10.4 – The dental program provided by the Bidder shall provide inmates with dental treatment to include, but not necessarily be limited to, the following services:

- Exams: routine and emergency
- Emergency treatment of dental abscesses.
- Amalgam and composite restoration.
- Root canal treatment on anterior teeth that are restorable.
- All necessary extractions, to include soft tissue and partial bony impaction.
- Full dentures.
- Maxillary removable partial dentures when necessary for proper mastication.
- Mandibular removable partial dentures when necessary for proper mastication.
- Oral prophylaxis.
- Access to oral surgery and specialty outpatient care to include but not limited to extractions, biopsies or other surgical procedures and the treatment of fractured jaws.

4.10.5 – The mental health program will provide access to a doctoral level mental health professional and a psychiatrist or physician for consultative and prescriptive services. The mental health person shall be responsible to screen and evaluate for major mental illnesses as defined herein, identify and manage acute problems, to include crisis intervention, and to provide for the inmate's safety. The Bidder will maintain the ability to respond to and manage inmates who present risk of self-injury to include 15 minute checks in a "suicide proof" medical observation cell.

4.10.6 - All inmates 40 years of age and older shall be offered, at their request, an annual optometric examination to include testing for glaucoma, as well as testing for near and far sightedness. Inmates less than 40 years of age may be offered a visual acuity screening test. An inmate whose vision tests as 20/50 or greater in one or both eyes (with or without glasses) is eligible to receive one optometric examination annually.

4.10.7 – The Bidder shall provide policy and procedure regarding the ability to collect nominal fees from offenders for services.

4.10.8 – The Bidder shall provide the same level of medical care to CDOC inmates as local inmate-patients receive.

4.11. Laundry and Clothing

The Bidder shall furnish inmate uniforms and provide inmate laundry services. Proposals shall specify frequency of exchange.

4.12 Sanitation and Hygiene

4.12.1 - The Bidder shall provide each inmate with bed linens to include pillowcase, sheets, blankets and towels. Proposals shall specify frequency of exchange.

4.12.2 - The Bidder shall provide each newly admitted inmate with soap, toothbrush, toothpaste, comb, toilet paper, deodorant and all other necessary sanitary supplies. The Bidder shall continue to provide these supplies as necessary if the inmate is indigent.

4.12.3 – Proposals shall include a facility housekeeping schedule, including a description of a system for vermin and pest control and garbage disposal.

4.13 Property

4.13.1 - Proposals shall include procedures concerning inmate personal property. These procedures shall include a list of items authorized to be retained by an inmate.

4.13.2 – Proposals shall include a procedure for property claim resolution.

4.14 Commissary

Proposals shall include provision for a commissary/canteen for the Facility.

4.15 Inmate Communication

4.15.1 – Proposals shall include procedures for monitoring and delivery of inmate routine mail and correspondence.

4.15.2 – Proposals shall include procedures for the handling and delivery of inmate privileged mail.

4.15.3 – Proposals shall include procedures for outgoing inmate routine telephone calls, including the monitoring and recording of inmate telephone calls.

4.15.4 – Proposals shall include procedures for the provision of outgoing inmate privileged telephone calls.

4.15.5 – Proposals shall include the Bidder's ability to provide teleconferencing services.

4.15.6 - Proposal shall include the Bidder's policy on internet access and usage.

4.16 Visitation

The Bidder shall provide the opportunity, physical space, furniture, equipment and supervision for visitation, including privileged visitation. Proposals shall include policy and procedure related to visitation, including the process by which an inmate may request individuals be approved for visitation.

4.17 Religious Services

The Bidder shall provide facilities for religious services and access to religious programs, to include a list of religious services to be offered, as well as procedures dealing with requests for access to religious services or materials from inmates of various faiths.

4.18 Education

4.18.1 – Proposals shall describe the provision of educational services, including Adult Basic Education, preparation for the General Equivalency Diploma examination, Vocational Education instruction.

4.18.2 – The proposal shall include a description of the mandatory educational requirements of the state in which the facility is located and the Bidder's ability to meet those, as well as federal, requirements.

4.19 Treatment Programs

4.19.1 - Proposals shall describe the treatment plans to be provided. At a minimum, these shall include substance abuse, anger management and sexual offender programs.

4.19.2 - Bidders are encouraged to propose methods to deliver treatment programs that increase the number of participants or provide the services in a more cost-effective manner.

4.20 Recreation

4.20.1 - The Bidder shall provide facilities, equipment and supplies for indoor and outdoor recreation.

4.20.2 - Proposals shall describe the indoor and outdoor recreational activities that will be provided and the amount of recreation each inmate will be entitled to in each area per day/week. The amount of recreation time shall be consistent with ACA standards.

4.21 Library Services

4.21.1 - The Bidder shall provide and manage a general library for the benefit of the inmate population.

4.21.2 - Proposals shall include a description of how the facility shall provide access to copies for legal materials at the inmate's expense. Provision shall be made for legal copies for inmates who are indigent.

4.22 Inmate Work and Pay Plan

Proposals shall include policy and procedure regarding employment, to include a number of jobs, ratio of jobs to facility population, description of jobs, payment processes and wage schedules.

4.23 Inmate Account

4.23.1 – Proposals shall contain policy and procedures for the operation of a system of inmate accounts. All inmate earnings and receipts of funds from authorized persons shall be placed in an account to be used solely by that inmate. Generally accepted accounting procedures shall be followed in the management of these accounts

4.23.2 - Proposals shall specify that any balance remaining when an inmate is returned to the Department shall be forwarded to credit the inmates Department inmate account within three business days.

4.24 Drug and Alcohol Testing

Proposals shall provide that all inmates shall be subject to routine, random and for-cause drug and alcohol testing. A minimum of five percent of the number of inmates in the Facility shall be randomly tested on a monthly basis. Results of such tests shall be provided monthly to the Contract Monitor.

4.25 Inmate Death

4.25.1 - Proposals shall require the notification of the of the Connecticut Contract Monitor and contract administrator in the case of an inmate death. This notification shall be made prior to notifying the inmate's emergency contact person.

4.25.2 - Proposals shall ensure that the local medical examiner be requested to review all death of inmates assigned to the Bidder.

4.25.3 - Proposals will ensure that the Department shall have unlimited and immediate access to the body of a deceased inmate.

4.25.4 - Proposals shall ensure that the Department receives a certified copy of the death certificate.

4.26 Photographing and Release of Information

4.26.1 - The Contractor shall not release to the public any information, records or other data concerning inmates. The Contractor shall not release to the public personal histories or photographs of inmates of information concerning inmate's delivery, removal, intra-institutional transfer or release.

4.26.2 – The Contractor shall not permit reporters or photographers to interview or photograph inmates without the express written prior permission of the Department

4.27 Monitoring

4.27.1 - Monitoring for program effectiveness and contract and policy compliance shall be the responsibility of the contract monitor. This shall be accomplished by review of inmate files and facility records, and through a review of reports submitted and facility visits by Department staff, both scheduled and unscheduled.

4.27.2 - During visits to the Facility, Department staff shall have access to inmates and staff, all areas of the facility and to all records, reports and documentation concerning the Facility's operation.

4.27.3 - The proposal shall outline the process by which all documents pertaining to Connecticut inmates will be made available to the Commissioner upon prior agreement or request, including investigation reports.

4.27.4 - The proposal shall contain provisions for access to the facility, staff and Connecticut inmates by interested Connecticut executive agencies, legislators and other interested parties identified by the Department.

4.27.5 – The Bidder shall provide secure and dedicated workspace, reasonable materials, a computer workstation and access to electronic mail for the contract monitor.

4.27.6 - In the event of non-compliance, the Bidder shall present a plan of corrective action to address the problem within 30 days. Failure to comply shall constitute default, and the Department shall have remedies available or termination of the contract.

4.28 Information Technology

The Bidder shall describe the Facility's access to up-to-date information technology, including computer, Internet, and other network capability.

4.29 Geographic Information

Proposals should include information on the location of and distance to major airports, hotels, hospitals, and major cities.

4.30. Ability to Contract

For facilities that are publicly owned or privately owned by a party other than the operating firm, evidence of the operator's ability to contract facility space to the Department must be provided.

5. Submittal Instructions

5.1 - A non-binding Letter of Intent is due to the address below no later than February 17, 2004, 4:00 p.m.

5.2 - The Department of Correction will accept questions and comments in writing, received either by mail, e-mail, or facsimile, regarding this RFP. Questions must be addressed to Department of Correction, Joel R. Ide, 24 Wolcott Hill Road, Wethersfield, CT 06109. They may be faxed to (860) 692-7772 or e-mailed to: JoelR.Ide@po.state.ct.us. The deadline for submitting questions is April 8, 2004, at 2:00 p.m. All questions and/or comments will be addressed in writing within 3 working days and provided to all on the Department's website. Questions will not be accepted or addressed by telephone.

5.3 – The following is an outline of tasks and due dates:

Release Date:	January 31, 2004
Letter of Intent:	February 17, 2004
Questions Due:	April 8, 2004
Questions Answered by:	April 12, 2004
Bid Due Date:	May 3, 2004
Vendor Selection Period:	May 10, 2004 through May 24, 2004
Vendor Negotiations:	June 1 through June 22, 2004
Contract Signing:	June 28, 2004

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

5.4 - Bidders will submit one (1) original proposal marked "MASTER" and five (5) identical copies to:

Joel R. Ide
State of Connecticut
Department of Correction
24 Wolcott Hill Road
Wethersfield, CT 06109

Proposals will be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL NO: OOS-KL-0405
Out of State Correctional Services

In addition, Bidders shall supply one electronic version of their proposal. The format must be MS Word compatible and can be submitted on either a 3.5" disc or CD. The disc or CD provided must contain the entire proposals and must be organized in a manner to

facilitate review and duplication. Bidders shall state in the proposal that the disc or CD is a complete and exact proposal.

5.5 - Proposals must be received by 4:00 p.m. local time, May 3, 2004. Proposals that do not arrive by this time and date will not be accepted. Bidders may submit their proposal any time prior to the above stated deadline.

5.6 - The State is not responsible for proposals mishandled as a result of the envelope not being properly prepared. Facsimile or e-mail proposals will **NOT** be considered.

5.7 - Until a final selection of a vendor has been made, only the names and addresses of the Bidders submitting proposals will be available. Full copies of all proposals will be available through the Freedom of Information process, after vendor selection has been completed.

5.8 - If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER COPY," the State may reject the proposal. However, the State may, at its sole option, select one copy to be used as the master copy.

5.9 - Proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.

5.10 - If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found. However, generally well-known documents (i.e., Title XIX) need not be attached. References to these documents should be specific, stating section/subsection, etc. If other, less known, large documents are referenced, only applicable section(s) need be attached. These must be clearly labeled and identifiable.

5.11 - Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on **completeness and clarity** of content.

5.12 - Descriptions on how any esoteric equipment and/or services will be used to meet the requirements of this RFP should be given, in detail, along with any additional information documents that are appropriately marked. Do not assume that all reviewers will be familiar with all equipment/programs and their applicability to the proposal.

5.13 - The proposal must be signed by the individual(s) legally authorized to bind the vendor.

5.14 - Electronic copies of the RFP are available in the following formats: MSWord (Office 97) via e-mail or diskette, or in PDF format at www.doc.state.ct.us or www.das.state.ct.us. When requesting a copy via e-mail, vendors should contact JoelR.Ide@po.state.ct.us.

Alternatively, vendors may send a blank 3.5" formatted diskette to the contact identified in Section 5.3. Unless vendors provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.

5.15 - The sole contact for questions concerning this RFP will be the Department's designee, Mr. Joel R. Ide. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives, unless specifically instructed to do so by Commissioner Theresa C. Lantz. Failure to observe this restriction will result in disqualification for this and any subsequent proposal.

5.16 - Proposals will be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The evaluation committee will review the narrative/technical proposal first and then the cost proposal. While Technical and Cost proposals may be shipped together (i.e., in the same box/envelope), each part must be packaged separately.

5.17 - Bidders will be proactive in verification of licensing or certification requirements prior to proposal submittal.

5.18 - If a Bidder changes any RFP language, it will result in immediate disqualification.

5.19 - Proposals should be formatted, using a font size of 12 points, single-spaced.

5.20 – Proposals shall be free of superfluous materials.

6. Proposal Evaluation and Award Process

6.1 - Proposals will be evaluated and scored in accordance with the following criteria, listed in order of importance from highest to lowest:

- Bidder's ability to meet the Project Specifications (Section 4) and how the Bidder intends to meet each of the State's needs in the areas of
 1. Security.
 2. Offender Services.
 3. Offender Programs.
 4. Human Resources.
 5. Facilities.

- Demonstrated competence in similar projects.
- Reasonableness of cost.
- Conformance with the terms of this RFP.

6.2 - The evaluation committee will also contact references provided in Section 10.2; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information pertinent to the evaluation process. Submission of a proposal signifies authorization for release of pertinent information by all provided references.

6.3 - Discussions may, at the State's sole option, be conducted with responsible Bidders who submit proposals determined to be reasonably eligible for selection for an award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders will be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing vendors.

6.4 - A Notification of Intent to Award will be sent to the Bidder selected. Any award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State, upon written notice to all vendors, may negotiate a contract with another eligible Bidder or withdraw the RFP.

6.5 - Any contract resulting from this RFP will not be effective unless and until approved by the Connecticut Office of the Attorney General.

7. Terms, Conditions and Exceptions

7.1 - The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

7.2 - The State reserves the right to waive minor irregularities in proposals received.

7.3 - The State will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Connecticut after all factors have been evaluated.

7.4 - Irregularities or lack of clarity in the RFP should be brought to the Department's attention as soon as possible so corrective addenda may be furnished to prospective Bidders.

7.5 - Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

7.6 - Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

7.7 - Proposals from employees of the State of Connecticut will NOT be considered.

7.8 - Proposals may be withdrawn by written or facsimile notice received prior to the proposal due date and time. Withdrawals received after such time will not be considered.

7.9 - The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to another Bidder, vendor or prospective vendor. Complimentary proposals are prohibited.

7.10 - No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

7.11 - Prices offered by Bidders in their proposals are an irrevocable offer for the term of the contract. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees will be payable to the awarded vendor for implementation of their proposal, unless specifically agreed to during contract negotiations.

7.12 - The State is not liable for any costs incurred by Bidders prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Bidder in responding to the RFP, are entirely the responsibility of the Bidder, and will not be reimbursed in any manner by the State.

7.13 - The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Bidder may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Bidder thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any information that is released by the State will constitute a complete waiver of any and all claims for damages caused by any release of the information. If a public record request for labeled information is received by the State, the State will notify the Bidder of the request and delay access to the material until seven working days after notification to the Bidder. Within that time delay, it will be the duty of the Bidder to act in protection of its labeled information. Failure to so act will constitute a complete waiver.

7.14 - A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Bidder and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal

submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

7.15 - The Contractor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor will not be relieved for the non-performance of any or all subcontractors.

7.16 - The Contractor must maintain, for the duration of its contract, insurance coverage as set forth in the contract. Work on the contract will not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. The State will be the sole and final judge as to the adequacy of any form of insurance coverage.

7.17 - Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal, Bidders affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Bidder's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any Bidder on the grounds of actual or apparent conflict of interest.

7.18- Bidders must include a complete disclosure of any alleged prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Bidder or in which the Bidder has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The State reserves the right to reject any proposal based upon the Bidder's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

7.19 - The State reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents will control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

7.20 - No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.

7.21 - Any unsuccessful Bidder may file an appeal in compliance with applicable law.

7.22 - The awarded vendor must agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose including the following:

- (a) any federal, state, county or local agency, legislature, commission, counsel, or board;
- (b) any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- (c) any officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.

Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities: The contractor agrees to comply with provisions of section 4a-60 of the Connecticut General Statutes (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation of physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this

section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. (b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. (c) Determinations of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts. (e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to an such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Non-discrimination Regarding Sexual Orientation: Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the contractor agrees to the following provisions required pursuant to § 4a-60a of the Conn. Gen. Stat: (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this

section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Conn. Gen. Stat.; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and § 46a-56 of the Conn. Gen. Stat. (b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. the contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Conn. Gen. Stat provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Americans with Disabilities Act of 1990: This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS Sections 12101-12189 and Sections 12101-12213)(Supp. 1993); 47 USCS Sections 225, 611 (Supp. 1993). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the contractor to be in compliance with this Act.

Where applicable, the contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Executive Orders Nos. 3 & 17: This contract is subject to the provisions of Executive Order No. three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of executive Order No. Seventeen of Governor Thomas J. Meskill promulgated

February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

7.2 Subcontractor Information

7.2.1 – The Bidder must state whether the Facility shall utilize subcontractor(s) for any services described in this RFP. If so, the Bidder shall:

7.2.1.1 - Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services. If specific subcontractors have not been identified, provide a description of the types of organizations anticipated to provide the contracted services and the types of services to be contracted.

7.2.1.2 - Provide the same information for any subcontractors as are indicated in Section 10.1 for the Bidder as primary contractor.

7.2.1.3 - References as specified in Section 10.2 below must also be provided for any proposed subcontractors.

7.2.1.4 - Primary contractor will not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

8. Liquidated Damages

In addition to the general and special damages that may result from a breach, the measure of damages to daily state operations in the event of a default or breach by the awarded vendor may be difficult or impossible to calculate, depending on the nature of the default. In the event the awarded vendor fails to perform services in accordance with this RFP and subsequent contract, the State intends assessing liquidated damages.

Notwithstanding that intent, should any condition continue, however; the State intends to pursue recovery of actual losses resulting from the awarded vendor's failure to perform and expressly reserves the right to do so. The State's failure to assess liquidated or actual damages in one or more of the particular events relating to the contracted Scope of Work will in no way modify or waive the State's right to assess additional liquidated or actual damages relating to it. The State will have the right to offset amounts assessed under this section against charges then due and owing to the vendor.

9. Cost Proposal

9.1 - The Bidder shall quote a per diem, per inmate price that shall include all costs which shall be associated with services outlined in this RFP

9.2 – All prices, costs and conditions outlined in the proposal shall remain fixed and valid for acceptance for 180 days from the due date for proposals.

10. Company Background and References

Bidders who do not provide complete documentation for the information requested in this section may be disqualified.

10.1 - Bidders must provide a company profile. The profile should include the Bidder's relevant past experience and qualifications and experience of key project personnel. Additionally, the following must be provided:

10.1.1 - A detailed summary of all lawsuits, settled and pending, including outcomes for residents and staff and settlement amounts paid or received. Include information on all subsidiaries.

10.1.2 - Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. Bidders must be duly qualified to perform all aspects of their proposed program.

10.1.3 - Locations of company offices and location of office servicing relevant accounts.

10.1.4 - Number of employees locally, nationally and internationally.

10.1.5 - Location(s) from which employees will be assigned.

10.1.6 - Name, address and telephone number of the Bidder's point of contact for a contract resulting from this RFP.

10.1.7 - Length of time Bidder has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.

10.1.8 - Audited financial reports for the two most recent years and other information that will assist evaluators in determining financial stability.

10.1.9 - Accreditation history.

10.2 - Bidders will provide a complete list of all contracts and subcontracts the potential provider has received during the past five (5) calendar years that imposed an obligation on the potential provider to provide services of any kind to children and youth. The information provided will include the effective dates of performance, the amount and

duration of the contract, the contracting entity, the name, address and telephone number of the responsible contract officer or contract monitor, and a brief description of the service(s) provided. Vendors are asked to verify current contacts. Information provided will include:

10.2.1 - Client name;

10.2.2 - Project description

10.2.3 - Project amount;

10.2.4 - Project dates (starting and ending);

10.2.5 - Client project manager name, telephone number, fax number and e-mail address.

10.2.6 - Affidavit - Contracts resulting from this RFP will include the requirement that each contractor sign affidavits attesting to the integrity of the bid and contract process.

ATTACHMENT A

ALABAMA	MARYLAND	OHIO
ARIZONA	MASSACHUSETTS *	OKLAHAMA
COLORADO	MINNESOTA	OREGON
DELAWARE	MISSOURI	PENNSYLVANIA
FLORIDA	MONTANA	TENNESSEE
HAWAII	NEBRASKA	TEXAS
IOWA	NEVADA	VERMONT
KANSAS	NEW HAMPSHIRE	VIRGINIA
KENTUCKY	NEW JERSEY	

* Currently Connecticut and MASSACHUSETTS have entered into a New England Interstate Correction Compact agreement. It is anticipated that this will be revised pursuant to the Interstate Corrections Compact.