

**COMMONWEALTH OF KENTUCKY**

**DEPARTMENT OF CORRECTIONS (DOC)**

**HALFWAY HOUSE STANDARDS and REQUIREMENTS DOCUMENT**

**Issued by**

**The Department of Corrections (DOC) – Using Agency**

**and**

**The Finance and Administration Cabinet – Procurement Agency**

**List of Addendums to this Solicitation**

<b>Modification Number</b>	<b>Date</b>	<b>Description</b>
1	2-18-2008	Modification to sections 30.100, 30.110, remove section 40.126 and 40.180. Modification to add sections 10.010, 10.040, 40.070 to change Buyer's name
2	10-15-2008	Modification to sections 10.010, 10.040 and 40.070 to change Buyer's name
3	10-21-2008	Modification to section 70.000 to change per diem rates
4	4-29-2010	Modification to section 30.150
5	10-11-2010	Modification to change Buyer's name and contact information.
6	2-23-2011	Modification to add Access to Records Clause to section 40.175
7	3-21-2011	Modification to add section 30.095 regarding federal housing requirements regarding sex offenders to the Recovery Kentucky Program.
8	4-14-	Modification to add section 30.105 regarding Community Substance

	2011	Abuse Program Compliance
9	9-29-2011	. Add language regarding secretary of state registration to section 50.175. Update Section 40.175-Access To Records Clause. Add Secretary's Order 11-004. Change Finance and Administration Cabinet Secretary's name from Jonathan Miller to Lori H. Flanery

## TABLE OF CONTENTS

### **Section 10—Administrative Overview**

- Section 10.000—Purpose
- Section 10.010—Restrictions on Communications
- Section 10.020—Document Terminology
- Section 10.030—Document Organization
- Section 10.040—Questions Regarding this Document
- Section 10.050—Access to Document and Addenda
- Section 10.060—Procurement Requirements

### **Section 20—Background and Present System Summary**

### **Section 30—Scope of Work and System Requirements**

- Section 30.000 – Administration Management
- Section 30.010 – Fiscal Management
- Section 30.020 – Personnel
- Section 30.030 – Physical Plant
- Section 30.040 – Security Control
- Section 30.050 – Safety and Emergency Procedures
- Section 30.060 – Sanitation and Hygiene
- Section 30.070 – Medical Services
- Section 30.080 – Food Service
- Section 30.090 – Admission and Release
- Section 30.095 - Federal housing requirements for sex offenders-Recovery Kentucky
- Section 30.100 – Inmate Resident Programs and Services
- Section 30.105 - Community Substance Abuse Program Compliance
- Section 30.110 – Inmate Resident Rights
- Section 30.120 – Inmate Furloughs
- Section 30.130 – Requests for Marriage
- Section 30.140 – Monitoring and inspections
- Section 30.150 – Assignment of Resident
- Section 30.160 – Work Assignments
- Section 30.170 – Transfer of Residents upon Termination
- Section 30.180 – Payment
- Section 30.190 – Invoices

### **Section 40—Terms and Conditions**

Section 40.000—Beginning of Work  
Section 40.010—Contract Components and Order of Precedence  
Section 40.015—Final Agreement  
Section 40.016—Agencies to Be Served  
Section 40.020—Contract Provisions  
Section 40.025—Type of Contract  
Section 40.030—Term of Contract and Renewal Options  
Section 40.040—Multiyear Contracts  
Section 40.050—Changes and Modifications to the Contract  
Section 40.055—Changes in Scope  
Section 40.060—Contract Conformance  
Section 40.065—Assignment  
Section 40.070—Notices  
Section 40.075—Payment  
Section 40.080—Contractor Cooperation in Related Efforts  
Section 40.085—Subcontractors  
Section 40.090—Contractor Affiliation  
Section 40.100—Commonwealth Property  
Section 40.105—Insurance  
Section 40.110—Confidentiality of Contract Terms  
Section 40.115—Confidential Information  
Section 40.120—Advertising Award  
Section 40.125—Patent or Copyright Infringement  
Section 40.126 – Limitation on Liability  
Section 40.130—Permits, Licenses, Taxes and Commonwealth Registration  
Section 40.135—Contract Claims  
Section 40.140—Rights and Remedies  
Section 40.145—EEO Requirements  
Section 40.150—Provisions for Termination of the Contract  
Section 40.160—Bankruptcy  
Section 40.170—Conformance with Commonwealth & Federal Laws/Regulations  
Section 40.175 --Access to Records Statement  
Section 40.180— Attorneys' Fees  
Section 40.190—Recycling  
Section 40.200—Funding Limitations  
Section 40.210—Accessibility

## **Section 50—Procurement Process and Requirements**

Section 50.000—Rules of Procurement  
Section 50.010—Approach  
Section 50.030—No Contingent Fees  
Section 50.040—Cancellation of This Document  
Section 50.050—Cost of Preparing Proposal  
Section 50.060—Waiver of Minor Irregularities  
Section 50.070—Clarifications of Proposals  
Section 50.080—Best and Final Offers  
Section 50.090—Rules for Withdrawal of Proposals

Section 50.100—Disposition of Proposals  
Section 50.110—Commonwealth’s Right to Use Proposal Ideas  
Section 50.120—Protest  
Section 50.130—Proposal Submission Requirements  
Section 50.140—Format of Technical Proposal  
Section 50.150—Transmittal Letter  
Section 50.160—Prohibitions of Certain Conflicts of Interest  
Section 50.170—Certification Regarding Debarment and Suspension  
Section 50.175- Secretary of State Registration for Foreign Business Entities  
Section 50.180—Disclosure of Violation of Statutes  
Section 50.190—Vendor’s Exceptions to Terms and Conditions of the Document  
Section 50.200—Deviations to Other Provisions of the Document  
Section 50.210—Vendor Response and Proprietary Information

**Section 60—Technical Proposal**

Section 60.000—Technical Proposal Response Review  
Section 60.010—Technical Proposal Response Requirements

**Section 70—Cost**

Section 70.000—Level Beds and Per Diem

**Section 80—Negotiations**

Section 80.000—Negotiations  
Section 80.010—Items to Be Negotiated

**Section 90—Ranking of Proposals and Award of Contract**

Section 90.000—Best Interest of the Commonwealth

## **Section 10.000—Purpose**

The purpose of this Document is to obtain fully operational halfway house(s). The facility or facilities provided by the vendor may be new, renovated, or existing structure(s). In either event, **it must comply with all applicable federal, state and local land use, building and zoning codes, Corrections Policies and Procedures, special terms and conditions as set forth by the Kentucky Parole Board, as well as other requirements specified in this Community Service Center standard.**

The issuance of this Document does neither constitute a commitment by the Commonwealth of Kentucky to award a contract nor a commitment to pay any costs incurred in the preparation of a response to this Document.

The Kentucky Department of Corrections (DOC) will fill halfway house beds based on the current needs of the Department. There is **no quantity guarantee** for any contract awarded as a result of this Document.

The basis for which the services shall be provided are contained in Kentucky Revised Statutes (KRS) 439.590 (Community Residential Correctional Centers).

Any contract awarded from this Document is invalid until properly approved and executed by the Finance and Administration Cabinet, Office of Procurement Services (OMPS).

## **Section 10.010— Restrictions on Communications**

The Commonwealth Buyer named below shall be the sole point of contact throughout this procurement process. All communications, oral and written (regular, express, or electronic mail or fax), concerning this document shall be addressed to:

**Cassandra Weiss**  
**COMMONWEALTH OF KENTUCKY**  
**FINANCE AND ADMINISTRATION CABINET**  
**Office of Procurement Services**  
**New Capitol Annex**  
**702 CAPITOL AVE RM 096**  
**FRANKFORT KY 40601**  
**(502) 564-5952**  
**Fax: (502) 564-6013**  
**[Cassandra.Weiss@ky.gov](mailto:Cassandra.Weiss@ky.gov)**

## **Section 10.020—Document Terminology**

For the purpose of this Document, the following terms may be used interchangeably:

Proposer, Offeror, Contractor, Provider, or Vendor  
Commonwealth Buyer, Buyer, Purchaser, or Contract Officer  
Document, Solicitation, or Procurement  
Bid, Proposal, or Offer  
Commonwealth of Kentucky, Commonwealth, or State  
*Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30*  
*Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year*

**Section 10.030—Document Organization**

This Document is organized in the following manner:

Section 10--Purpose--General information on the objectives and overview of this Document.

Section 20--Present System Summary--Summary information on the history of the program and the current system of operation.

Section 30--Scope of Work--Description of tasks to be performed, contractor responsibilities, deliverables, performance criteria, technology standards, and system requirements.

Section 40--Terms and Conditions--Terms and Conditions under which the Contractor shall perform under this document.

Section 50--Procurement Process and Requirements--Procurement requirements and general format and submission requirements.

Section 60--Technical Proposal - Technical Proposal response review

Section 70--Cost

Section 80--Negotiations--Elements of the Document that may be negotiable.

Section 90--Review of proposals and award of Contract.

This Document and any Addenda thereto shall become part of the Contract. It shall be incorporated into the Contract by reference.

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

**Section 10.040—Questions Regarding this Document**

Vendors are encouraged to submit written questions regarding this Document. Written questions shall be submitted to the Commonwealth Buyer via email at [Cassandra.Weiss@ky.gov](mailto:Cassandra.Weiss@ky.gov) or via fax at (502) 564-6013.

### **Section 10.050—Access to Document, and Addenda**

The Commonwealth wants each prospective Vendor to have full and complete information on which to base a proposal response. Only information presented or referred to in this Document and any additional written information that is supplied by the Commonwealth Buyer shall be used by Vendors in preparing their response.

The Document and Attachments, and any Addenda shall be posted to the Kentucky Department of Corrections website at <http://corrections.ky.gov/>.

***It is the Vendors' responsibility to assure they have obtained copies of all information and forms.***

#### Notice to Vendors:

Vendors are cautioned that changes shall not be made to the document other than in the designated fields for response. Any exceptions to the item description or extended description shall be indicated only in the space reserved for those exceptions.

Unless the exceptions are noted as instructed, the Vendor will be expected to deliver as specified in the Document. Responses that include terms and conditions not in conformity with the terms and conditions of the Document as issued or the Statutes of the Commonwealth of Kentucky may be rejected.

**In the event of any conflict or variation between the Document or modification as issued by the Commonwealth and the Vendor's response, the version as issued shall prevail.**

### **Section 10.060—Procurement Requirements**

Vendors should review and comply with the general procurement bidding requirements listed under "Laws, Policies, and Procedures" and "Standard Attachments and General Terms" located on the eProcurement Web page at <https://eprocurement.ky.gov> .

## **END OF SECTION 10**

### **Section 20—Background and Present System Summary**

The Department of Corrections (DOC) currently contracts with multiple vendors for the provision of various halfway houses. Halfway houses provide room and board, counseling,

educational, and recreational services on a cost per day per client basis. Halfway houses also collect twenty-five (25%) of a parolee's weekly gross salary upon employment

A description of inmates and parolees who qualify for the program is contained in the Kentucky Department of Corrections Policies and Procedures (CPP's). A copy of the CPP's may be obtained by contacting the DOC Program Coordinator listed below.

DOC clients eligible for these programs must be a convicted offender in the Commonwealth of Kentucky on felony supervision, or convicted out of a circuit court.

**DOC PROGRAM COORDINATOR**

**Eric K. Buckley, Branch Manager**  
**Kentucky Department of Corrections**  
**P.O. Box 2400**  
**Frankfort, Kentucky 40602**  
[Eric.Buckley@ky.gov](mailto:Eric.Buckley@ky.gov)

**END OF SECTION 20**

## **Section 30—Scope of Work and System Requirements for Halfway House- Operation**

### **SECTION 30.000 - ADMINISTRATION MANAGEMENT**

#### **Organizational Chart**

The director shall develop and maintain an organizational chart.

#### **Policy and Procedure Manual**

The director shall develop and maintain a Department of Corrections approved operations manual of policies and procedures. The policies and procedures shall meet or exceed those of the Kentucky Department of Corrections and must be approved prior to the arrival of any inmate and/or parolee.

- (1) The written policy and procedures manual shall be made available to employees.
- (2) The operations manual shall include but not be limited to the following aspects of the center's operation:
  - (a) Administration
  - (b) Fiscal Management
  - (c) Personnel
  - (d) Security and Control
  - (e) Sanitation and Management
  - (f) Medical Services
  - (g) Food services
  - (h) Emergency and Safety Procedures
  - (i) Resident Programs
  - (j) Admission and Release.
- (3) The operations manual shall be reviewed and updated at least annually. Each revision shall be marked with the effective date and filed with the Department of Corrections, Division of Mental Health and Substance Abuse.

#### **Public Information**

- (1) The director shall develop and implement a procedure for the dissemination of information about the center to the public, to government agencies, and to the media. The public and residents shall have access to the procedure.
- (2) With written consent of the resident, news media shall be permitted to interview and/or photograph any resident as set forth in the center's policy and procedure manual except when the safety and security of the center is affected.
- (3) Written policy and procedure shall set forth the time and length allowable for resident interviews.
- (4) All official statements to the news media, relating to center administration policy, shall be made by the director only or his designee.
- (5) Release of resident information shall comply with KRS 61.870 through 61.884.
  - (a) All requests for information shall be addressed to the director;
  - (b) Governmental agencies shall be provided with information pertinent only to their specific function and with the consent of the resident;
- (6) No information shall be released that is detrimental to another resident.

## **Information Systems**

The director shall establish and maintain an information system which shall comply with the following requirements:

- (1) Center information and resident records shall be retained in written form or within computer records.
- (2) Center information and resident records shall be stored in a secure manner so that they are protected from theft, loss, tampering, and destruction. Written guidelines shall specify the length of time a resident record shall be maintained after a resident's release from custody and the conditions under which archives are maintained.
- (3) A written report shall be made of all extraordinary or unusual occurrences within forty-eight (48) hours of the occurrence. This report shall be placed in the resident's center record. A copy shall be forwarded to the Department of Corrections, Division of Mental Health and Substance Abuse Contract Management Branch. Extraordinary or unusual occurrences shall include but not be limited to:
  - (a) Death of a resident
  - (b) Attempted suicide or suicide
  - (c) Serious injury, whether accidental or self-inflicted
  - (d) Attempted escape or escape from center Leaving against staff advise
  - (e) Fire
  - (f) Riot
  - (g) Battery, whether by a staff member or resident
  - (h) Sexual assaults
  - (i) Occurrences of contagious or infectious disease, or illness within the facility.
- (4) The center shall keep a log of daily activity.
- (5) Each center shall maintain records on the types and hours of training completed by each employee. A current and accurate personnel record shall be maintained on each employee. Each employee shall have access to his individual record.

## **Resident Records**

- (1) The information required for admission and release shall be retained for each resident. The information retained in each resident's center record shall include but not be limited to:
  - (a) Court orders, resident record cards and Pre-Sentence Investigation
  - (b) Personal property receipts and inventory
  - (c) Infraction reports
  - (d) Infraction reports
  - (e) Medical records, work record, and program involvement;
  - (f) Unusual occurrences and in the case of death of a resident, disposition of the resident's property and remains.Confidential records are kept on each resident of the center, with health records and pre-sentence investigation being kept in a separate secured location.
- (2) The director shall ensure that records are safeguarded in accordance with KRS 61.870 through 61.884.
- (3) The director shall require that residents sign a "Release of Information, Consent Form" prior to the release of information to individuals other than law enforcement or court

officials. A copy of the signed consent form shall be maintained in the resident's record. This form shall include but not be limited to:

- (a) Name of person, agency, or organization requesting information
- (b) Name of facility releasing information
- (c) Specific information to be disclosed
- (d) Purpose of the information
- (e) Date consent form is signed
- (f) Signature of resident; and
- (g) Signature of employee witnessing the resident's signature

## **SECTION 30.010—FISCAL MANAGEMENT**

### **Budgeting and Accounting.**

The center's budget shall be kept in accordance with the general records of the center.

### **Canteen**

Each center may establish a canteen to provide residents with approved items not supplied by the center. All profits from the canteen shall be used exclusively for the benefit of the residents.

## **SECTION 30.020—PERSONNEL**

### **Staffing**

- (1) Each center shall provide twenty-four (24) hour awake supervision by staff. Each center shall have a director, resident monitors, and counselors, monitors, SOS coordinator, and phase 1 coordinator.
- (2) Centers holding female residents shall have a female staff on duty twenty-four (24) hours a day seven (7) days a week.

### **Compensation**

Prior to employment, all employees of the center shall receive salaries at least equal to the State Minimum Wage Law except where Federal Minimum Wage Law has to be applied.

### **Age Requirement**

All security employees of the center shall be at least **eighteen (18)** years of age.

### **Training**

Staff whose jobs require supervision of residents shall receive a minimum of sixteen (16) hours annual in service training provided by the Vendor. All training curriculums shall have prior approval of the Department of Corrections.

### **Policy and Procedures**

Written policy shall specify that equal employment opportunities exist for all positions.

### **Code of Ethics**

- (1) The director shall make available to all employees a written code of ethics.

- (2) The written code of ethics shall be incorporated in the center's policy and procedures manual and shall include but not be limited to the following:
- (a) Employees shall not:
1. Exchange personal gifts or favors with residents, their family, or friends;
  2. Accept any form of bribe or unlawful inducement;
  3. Perform duties under the influence of intoxicants or consume intoxicants while on duty;
  4. Violate or disobey established rules, regulations, or lawful orders from a superior;
  5. Discriminate against any residents on the basis of race, religion, creed, gender, national origin, disability, charge/offense or other individual characteristics;
  6. Employ corporal punishment or unnecessary physical force;
  7. Subject residents to any form or unwarranted physical or mental abuse;
  8. Intentionally demean or humiliate residents;
  9. Bring any type of weapon or item declared as contraband into the center without proper authorization;
  10. Engage in critical discussion of staff members or residents in the presence of residents;
  11. Divulge confidential information without proper authorization;
  12. Withhold information which, in so doing, threatens the security of the center, its staff, visitors, or the community;
  13. Through negligence, endanger the well-being of self or others;
  14. Engage in any form of business or profitable enterprise with residents;
  15. Inquire about, disclose, or discuss details of a resident's crime other than as may be absolutely necessary in performing official duties.
- (b) Employees shall:
1. Comply with all established rules, regulations, and lawful orders from superiors;
  2. Treat all residents in a fair, impartial manner;
  3. Report all violation of the code of ethics to the director.
- (3) Any employee violation of this code of ethics shall be made a part of that employee's personnel file.

## **SECTION 30.030— PHYSICAL PLANT**

### **Facility Design**

- (1) Halfway houses must be in compliance with local ordinances as stipulated in KRS 439.590 and state and local fire codes.
- (2) Halfway houses housing Level IV parolees must meet or exceed all current laws, regulations required by the Commonwealth of Kentucky.
- (3) In addition to designated sleeping areas, halfway houses should have areas for counseling, group meetings, indoor recreation, visiting, dining, and lounge space.
- (4) Each center shall have two (2) separate entrances, a resident entrance and a service entrance. The Department of Corrections may permit these entrances to be combined:
  - (a) Resident's entry. The purpose of this entrance is to provide secure and controlled access to the center for residents.
  - (b) Service entrance. The purpose of this entrance is to provide access to service vehicles and deliver trucks with minimum security risks and to provide secure and

controlled access to the center. It should be located in close proximity to storage rooms and the kitchen area.

- (5) All exits in the security area shall be secured.
- (6) Security areas. Community area The area shall enclose all facilities and services required for or used by residents. It shall contain the following function areas: This area shall encompass all facilities and services required for or used by residents:
  - (a) Control Entrance area: This area shall be located in close proximity to the resident entrance and shall be used to monitor the movement of residents in and out of the facility
  - (b) Visitation: Adequate space shall be made available for contact visits between residents and families. Tables and chairs shall be provided. Bathroom facilities shall be available to service this area.
  - (c) Multipurpose room. The purpose of this area is to provide space for assembly of residents for specific program activities. Adequate furnishings shall be provided.
  - (d) Conference area: The purpose of this space is to provide space for clergy, etc. A table and chairs shall be provided.
  - (e) Living areas:
    - 1 All sleeping rooms shall provide a minimum of fifty (50) square feet per resident.
    - 2 Each resident has provided in the sleeping room, at a minimum: bed, mattress and pillow, supply of bed linen, chair, and closet/locker space for the storage of personal items.
    - 3 Sleeping areas shall have lighting of at least twenty (20) foot-candles in reading and grooming area with a night light capable of providing five (5) foot-candles of light.
    - 4 The facility shall have one (1) toilet for every eight (8) residents, one (1) wash basin for every eight (8) residents and a shower for every eight (8) residents.
    - 5 Phone facilities shall be available for resident use.
    - 6 Provide temperature ranges within comfort zones (65 degree F to 85 degree F).
    - 7 Provide ventilation to meet air exchange as required in the state health code.
- (7) Laundry facilities. Adequate laundry facilities to include washers and dryers shall be located at the center or a contract for such services shall be in effect.

### **Waiver of Compliance**

- (1) The Department of Corrections may grant a waiver of the implementation of the physical plant standards for an existing center if the Department determines:
  - (a) That strict compliance will cause unreasonable difficulties;
  - (b) That a waiver will not seriously affect the security, supervision of prisoners, programs, or the safe, healthful, or efficient operation of the center; and
  - (c) That compliance is to be achieved in a manner other than that which is specified, but in a manner which is sufficient to meet the intent of these standards.
- (2) A waiver, if granted by the Department of Corrections, shall apply only to the center for the specific situation cited and for the period of time specified and shall include any requirements imposed by the Department as conditions upon the waiver. No waiver shall be granted for longer than twelve (12) months. Any waiver granted for a twelve (12) month period shall be reviewed at the end of the period for re-approval.

## **SECTION 30.040—SECURITY CONTROL**

### **Policy and Procedure**

- (1) Each director shall develop a written policy and procedure governing all security aspects of the center's operations.
- (2) The Department of Corrections shall provide technical assistance to the director in efforts to formulate such written policy and procedure.
- (3) These policies and procedures shall include but not be limited to:
  - (a) Resident rules and regulations;
  - (b) Staffing;
  - (c) Searches of resident and of secure areas;
  - (d) Visitation;
  - (e) Key control;
  - (f) Resident head counts
  - (g) Movement of residents;
  - (h) Emergency situations;
  - (i) Center schedule;
  - (j) Administering medication.

### **Resident Supervision**

- (1) Center personnel House monitors shall conduct rounds of the center no less than every sixty (60) minutes and report to staff member.
- (2) There shall be at least three (3) documented resident counts every twenty-four (24) hours during which each resident's physical presence, by show of skin, or movement shall be observed or his location accounted for. At least one (1) count shall be conducted per shift.
- (3) In accordance with Corrections Policy and Procedure 25.6, a log shall be maintained listing arrivals and departures of residents assigned to work details, -school, medical appointments, furloughs, and employment interviews. A sign in and out log shall document comings and goings of all residents.

### **Security Procedures**

- (1) Each director shall establish a procedure for inspecting all facility areas accessible to residents for contraband and physical security at least weekly.
  - (a) Isolated security spot checks for contraband shall be conducted daily randomly and at the discretion of the center.
  - (b) Items considered as contraband or items permitted in the center shall be clearly defined in the center rules.
  - (c) There shall be a written procedure for reporting security irregularities and for confiscating contraband.
- (2) No weapon, ammunition, chemical agent, related security equipment, or any object which represents the potential of being used as a weapon shall be permitted in the center. unless authorized by the manager under emergency circumstances.
- (3) All tools, toxic, corrosive, and flammable substances, and other potentially dangerous supplies and equipment shall be stored in a locked area which is secure.

- (4) Tools, supplies, and equipment which are hazardous shall be used by residents only under the direct supervision of center personnel.
- (5) At no time shall any resident be assigned to a position of authority over any other resident or given the responsibility of providing resident services such as commissary, telephone calls, or deliver of meals without supervision.
- (6) Residents shall never be permitted to perform or assist in any security duties.
- (7) All centers shall have key-control procedures.
- (8) A drug surveillance regular drug screening program shall be in effect and the facility shall comply with the Department's policy for the collection of urine samples and the interpretation of results, testing a minimum of ten percent (10%) of the population per month. Costs for the program shall be born by the Department.

### **Daily Center Log**

**Special Reports.** A daily center log shall be kept current and reflect all significant occurrences within the center. Special reports shall include:

- (1) Use of force; violence or threats of violence
- (2) Disciplinary actions;
- (3) Medical or mental health treatment;
- (4) Extraordinary occurrences;
- (5) Fires;
- (6) Assaults ;
- (7) Suicide or attempted suicide;
- (8) Escape or attempted escape; Leaving against staff advise
- (9) Resident vandalism;
- (10) Destruction of center property.
- (11) Flooding of plumbing fixtures.
- (12) Staff roster for each shift;
- (13) Visitors' log;
- (14) Fire planning sessions;

### **Escapes.**

When an escape occurs, security measures shall be taken in accordance to policy and procedure 25.6.

## **SECTION 30.050—SAFETY AND EMERGENCY PROCEDURES**

### **Policy and Procedures**

- (1) Each center shall have a written policy and procedure which specifies fire prevention, regulations and practices to ensure the safety of residents, visitor, and staff. These shall include but not be limited to:
  - (a) Provision of fire emergency planning sessions for staff and residents at least quarterly;
  - (b) Written documentation of fire planning sessions;
  - (c) Smoking restrictions and regulations;
  - (d) Written evacuation plan coordinated with local fire officials.

- (2) Each center shall have written policy and procedures for emergency situations including but not limited to:
  - (a) Escapes;
  - (b) Taking of hostages;
  - (c) Riots;
  - (d) Food poisoning;
  - (e) Civil disturbances in the community;
  - (f) Natural disasters;
  - (g) Suicides; and
  - (h) Other deaths and disorder.

### **Physical Plant**

The center shall comply with local state fire regulations and applicable planning and zoning ordinances.

## **SECTION 30.060—SANITATION AND HYGIENE**

### **Procedures.**

- (1) The director shall provide for the control of vermin and pests.
- (2) The director shall provide for both solid and liquid waste disposal.
- (3) The director shall have a written preventative maintenance plan which includes but is not limited to:
  - (a) A cleaning schedule for various locations and items in the center.
  - (b) A schedule for inspections by the manager;
  - (c) A schedule for trash and garbage removal; and
  - (d) A schedule for periodic inspection and maintenance of specific mechanical equipment.
- (4) The center shall have fresh and purified air circulating within resident living and activity areas consistent with the state health code.
- (5) The center shall furnish clean sanitized bedding to residents, including but not limited to:
  - (a) One (1) mattress;
  - (b) One (1) mattress cover;
  - (c) One (1) blanket, when conditions require;
  - (d) One (1) sheet
  - (e) One (1) pillow; and
  - (f) One (1) pillowcase.
- (6) Resident bedding and linen shall be cleaned on a regular basis according to the following schedule.
  - (a) Sheets, pillowcases, and mattress cover shall be cleaned at least once per week;
  - (b) Blankets shall be cleaned upon reissue or quarterly.
  - (c) Mattresses and pillows shall be cleaned quarterly.
- (7) Each resident shall be issued a clean towel. Towels shall be laundered every fourth day.
- (8) Provisions shall be made for laundering resident clothing on a regular basis at least once a week.

- (9) All floors, toilets, showers and sinks in the center shall be washed daily or more often as necessary.
- (10) All showers shall be cleaned on at least a weekly basis.
- (11) All residents shall be issued or permitted to obtain the following hygienic items:
  - (a) Soap;
  - (b) Toothbrush
  - (c) Toothpaste;
  - (d) Toilet paper; and
  - (e) Female sanitary supplies (where applicable). Indigent residents shall be furnished these items by the center.

### **SECTION 30.070—MEDICAL SERVICES**

Inmates classified to halfway houses should be capable of functioning without a significant ongoing professional intervention for physical or psychological problems. If the need for ongoing intervention develops, the inmate may be returned to an institution. A more appropriate referral may be made

The halfway house is responsible for providing routine outpatient, medical, dental, and medication services for inmates. Health care providers in the community may be used for these services. Parolees are responsible for their individual health care needs. The Recovery Centers are responsible for helping residents access necessary outpatient medical resources.

The Department will pay for one hundred percent (100%) of the costs incurred if an inmate is admitted to the hospital for at least an overnight stay. Emergency room treatment without an admission remains the responsibility of the halfway house. The Department will only be responsible for the costs incurred during the hospital stay. Transportation to hospitals shall be the responsibility of the halfway house.

The Department will pay one hundred percent (100%) of the costs of out-patient surgery for an inmate in which general anesthesia is used. If a local anesthesia is used, the halfway house shall be responsible.

All surgical procedures, specialty consultations, and diagnostic exams must be pre-approved by the Kentucky Corrections Health Services Network, currently managed by CorrectCare, Inc. CorrectCare, Inc. shall also be notified of any hospital admission within twenty-four (24) hours.

Pharmaceutical costs may not exceed the contracted rate currently held with the Kentucky Department of Corrections. If the costs exceed, the Department of Corrections shall only be responsible for the contracted rate.

•

#### **Procedure Services**

- (1) The center's medical services shall be provided by contracting with a Kentucky licensed health care provider.
- (2) The medical staff and mental health professionals shall not be restricted by the director in the performance of their duties except to adhere to the center's security requirements.

- (3) Residents shall not perform any medical functions with the center.
- (4) Residents shall be informed verbally and in writing at the time of admission the methods of gaining access to medical care within the center.
- (5) All medical procedures shall be performed according to written and standing orders issued by the responsible medical authority.
- (6) Medical screening information shall be kept at the center on each resident. The medical screening inquiry shall include but not be limited to:
  - (a) Current illnesses and health problems;
  - (b) Medications taken and special health requirements;
  - (c) Screening of other health problems designated by the medical authority;
  - (d) Behavioral observation, state of consciousness and mental status;
  - (e) Notation of body deformities, markings, bruises, lesions, jaundice, ease of movement, and other distinguishing characteristics;
  - (f) Condition of skin and body orifices, including rashes and infestations;
  - (g) Disposition and referral of residents to qualified medical personnel on an emergency basis.
- (7) Necessary medical, dental, and psychological care for residents shall be provided through referral to community providers when appropriate.
- (8) At least one (1) center staff member per shift shall be trained in first aide procedures including CPR. Medical research shall not be permitted on any resident in the center.
- (9) Access to the resident's medical file shall be controlled by the medical authority and the director. The physician-patient privilege shall apply to the medical record. The medical record is separate from custody and other administrative records of the center.
- (10) A post-mortem examination shall be conducted on all residents who die while in the custody of the director.
- (11) All center staff who administers medications to residents shall be trained in the proper procedures as outlined in the Policy and Procedures Manual.
- (12) The center shall have first-aid kits available at all times.

## **SECTION 30.080—FOOD SERVICE**

### **Procedures**

- (1) The facility shall comply with local and state food service and health codes and shall provide proof of an annual inspection by local health department staff.
- (2) The director shall provide adult residents with a nutritionally adequate diet.
- (3) The director shall provide for religious diets.
- (4) The director shall provide for medical diets where prescribed by a medical authority.
- (5) The center shall maintain accurate records of all meals served.
- (6) Food shall not be used for disciplinary or reward purposes.
- (7) A nutritionist or dietician shall approve the nutritional value of the center menu on an annual basis, due July 1<sup>st</sup> of each year.
- (8) A staff member shall directly supervise all food prepared within the center.
- (9) All food shall be served under the direct supervision of a staff member.
- (10) The center shall have sufficient cold and dry food storage facilities if food is prepared in the center.

In accordance with established federal housing requirements, (24 CFR Part 5, Subpart I – Preventing Crime in Federally Assisted Housing – Denying Admission and Terminating Tenancy for Criminal Activity and Alcohol Abuse; Subpart J – Access to Criminal Records and Information; and in HUD Handbook 4350.3 REV-1, *Occupancy Requirements of Subsidized Multifamily Housing Programs*.) The Recovery Kentucky Program prohibits the following applicants to the Recovery Kentucky Program:

- (1) Lifetime Ban for persons convicted and subject to lifetime registration program as a sex offender (includes local, state and national registration).
- (2) Any person required to register as a sex offender is prohibited from the program during the period of time the person is required to register and for three years following the completion of the requirement to register.
- (3) Lifetime Ban for persons who have ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted property.
- (4)

## **SECTION 30.090—ADMISSION AND RELEASE**

### **Policy and Procedure**

Each center shall develop written admission, orientation, and release procedures to be included in the center's policy and procedure manual.

### **Admission**

- (1) The center staff shall ensure that each resident is transferred under proper legal authority by a duly authorized officer. Clients will be screened for placement by appropriate DOC mental health staff. Each facility will then grant final approval on client placement.
- (2) Resident records shall be delivered to the center prior to at the time of admission. The monitoring social service clinician admitting officer shall make certain that all required forms are complete and that information is current.
- (3) The center staff shall conduct a search of residents and their possessions upon admission.
  - (a) Each resident shall be searched for contraband in such a manner as responsible staff reasonably determine is necessary to protect the safety of fellow residents, staff, and facility institutional security. Such search shall be conducted in a respectful private area and in a manner which protects the resident's dignity to such extent as possible in the particular center.
  - (b) The probing of body cavities shall not be done except where there is reasonable suspicion to believe that the resident is carrying contraband there and such search shall be conducted by medically trained persons (physician, emergency medical technician, registered nurse, licensed practical nurse) in a private location and under sanitary conditions.
- (4) Each center shall develop written policies and procedures, specifying the personal property that residents may retain in their possession. Personal property released to a third party must have the resident's signature of approval and the signature receipt of the third party.

## **Orientation**

- (1) As soon after assignment as possible, an oral or written orientation shall be made available to each resident. Special assistance shall be given to illiterate and non-English speaking residents.
- (2) The orientation shall provide the resident with information regarding this admission confinement including, but not limited to the following:
  - (a) Information pertaining to rising and retiring, meals, mail procedures, work assignments, telephone privileges, visitation, correspondence, commissary, medical care, and other matters related to the conditions of the resident's confinement; recovery center admission.
  - (b) Rules of resident conduct; Guidelines, contracts, and accountability;
  - (c) Disciplinary procedures;
  - (d) Information regarding programs (work, educational and vocational training, counseling, and other social services);
  - (e) Procedures for making requests or registering complaints with the center's staff, judiciary, and the Department of Corrections personnel.

## **Release Discharge**

- (1) Written authorization shall be required prior to the release or removal of any resident from confinement.
- (2) A written record shall be kept of documenting date, time and type of discharge the time, purpose, date, and authority for release or removal from confinement, and into whose custody the resident is released or removed.
- (3) Any property, not legally confiscated or retained from the resident upon admission, shall be returned to the resident at the time of release.
- (4) Each resident shall sign a receipt for property.
- (5) Any complaint regarding property returned must be submitted to the Department of Corrections, in writing, with specific detail within twenty-four (24) hours.

## **Section 30.095 –FEDERAL HOUSING REQUIREMENTS FOR SEX OFFENDERS IN THE RECOVERY KENTUCKY PROGRAM**

**Note: The requirements outlined in Section 30.095 do not apply to halfway housing.**

In accordance with established federal housing requirements, (24 CFR Part 5, Subpart I – Preventing Crime in Federally Assisted Housing – Denying Admission and Terminating Tenancy for Criminal Activity and Alcohol Abuse; Subpart J – Access to Criminal Records and Information; and in HUD Handbook 4350.3 REV-1, *Occupancy Requirements of Subsidized Multifamily Housing Programs*.) The Recovery Kentucky Program prohibits the following applicants to the Recovery Kentucky Program:

- Lifetime Ban for persons convicted and subject to lifetime registration program as a sex offender (includes local, state and national registration).
- Any person required to register as a sex offender is prohibited from the program during the period of time the person is required to register and for three years following the completion of the requirement to register.

- Lifetime Ban for persons who have ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted property.

In addition, the Recovery Kentucky program is targeted for the homeless or those in danger of homelessness and there are income restrictions based on the Tax Credit limit on income for each county. That information is posted on the Kentucky Housing Corporation website and is made available to each center, in order to evaluate eligibility of applicants to the program. A copy of this income restriction guideline will also be provided at their request, to the Department of Corrections personnel referring clients to the program. Clients exceeding the Tax Credit limit are not eligible for admission to the Recovery Kentucky Program and should be referred for recovery services elsewhere.

The preceding requirements in section 30.095 apply exclusively to The Recovery Centers. It does not impact Halfway Housing.

## **SECTION 30.100—INMATE PROGRAMS AND SERVICES**

### **Programs**

- (1) Written policy and procedure shall provide that resident programs and services are available and/or accessible. include, but are not limited to, social services, religious services, recreation and leisure time activities and library services.
- (2) Policy and procedures shall establish guidelines for residents as to acceptable means of transportation to and from work, school and programs.
- (3) There shall be written procedures for the verification and monitoring of the resident's employment status.

### **Counseling services**

Counseling services shall be provided to all residents at the time of admission. whether they are pre-release inmates or parolees. Upon admission, a An individualized recovery plan shall be done and weekly reviews of goals and plans shall be conducted. treatment plan shall be devised in consultation with the resident. Formal counseling shall be conducted on a weekly basis with review of program goals and progress noted at the same time. Informal counseling should take place as needed and should also be noted in the resident's file. Alcoholics Anonymous and Narcotics Anonymous shall be offered for all clients.

### **Religious Programs**

Written policy and procedure shall ensure the constitutional rights of residents to voluntarily practice their own religious activities, subject only to those limitations necessary to maintain the order and security of the center.

### **Recreation Programs**

Written policy and procedure shall provide all residents with the opportunity to participate in recreational activities. an average of (1) hour of recreational activity per day. Recreation programs may include but not limited to, such activities such as board games, arts and crafts, radio and television in order to relieve idleness and boredom. Any social outings shall be

submitted to the Contract Management Branch for prior approval. The proposed outing request shall be submitted in writing seven (7) days prior to the event.

### **Community Service Work Programs.**

All pre-release inmates who are not involved in educational programs or intensive substance abuse treatment and who are not on house restriction shall participate in community service work. Participating inmates must be supervised by a specific individual who will complete any training programs provided by the Department of Corrections. Inmates are not to work for private enterprise or be involved in any activity considered to be dangerous. Any work that is performed by inmates on the premises of the halfway house must be to maintain the property and not to improve its value. All work crews shall provide work clothing and equipment to inmates as needed. Any documented incidents of inmates working for a private individual or on private property may be grounds to terminate the contract. In addition, documented incidents of inmates not being properly supervised while on work projects could also lead to termination of the contract. Accurate detailed documentation of inmate work projects shall be maintained by the halfway house in order to ensure that the inmates may be paid in accordance with the Department of Corrections Policy and Procedure 19.3 (Inmate wage program). A daily work log and inmate pay distribution form shall be submitted to the Contract Management Branch. Inmates may work for non-profit organizations that benefit the general public. Prohibited work sites are any public works where an inmate would come in contact with children.

### **Volunteers**

The policy and procedure manual shall establish guidelines for the selection and use of volunteers in the facility.

### **Academic and Vocational Education**

Adult education classes are made available when necessary. Halfway houses shall provide GED classes and vocational training. Available resources in the community may be used to provide services in these areas. Halfway houses may allow pre-release inmates and parolees to attend colleges or universities providing precautionary security measures are taken for reporting to and from classes. However, college programs are not required and participating residents are responsible for tuition and other related costs.

### **Mental Health Services**

Mental Health treatment is made available when necessary. Referrals will be made to appropriate community resources. Treatment will be provided by available community resources and the Department of Corrections community staff. Any and all treatment must meet the approval of the Department of Correction's Director of Mental Health.

## **SECTION 30.105—Community Substance Abuse Program Compliance**

All Community Service Centers that provide a Community Substance Abuse program shall comply with all DOC SAP Policy Guidelines (Guidelines and updated revisions can be found at <http://corrections.ky.gov>).

## **SECTION 30.110—INMATE RESIDENT RIGHTS**

### **Policy and Procedure**

- (1) Each center shall have a written statement of resident right which shall include, but not be limited to:
  - (a) Access to courts;
  - (b) Access to attorney;
  - (c) Mail;
  - (d) Telephone;
  - (e) Grievances;
  - (f) Search and seizure;
  - (g) Disciplinary procedure;
  - (h) Racial segregation;
  - (i) Medical care;
  - (j) Counseling, if available; and
  - (k) Religion.

The statement of resident rights shall be posted in a conspicuous place in the booking and living areas of the center and a copy shall be made available to the resident as soon after assignment as possible.

Under no circumstances may a state resident be subject to corporal punishment or other cruel or inhuman treatment nor to control or abuse by other residents. No resident shall on the basis of race, religion, disability, or national origin, be subjected to discrimination in any matter relating to his/her confinement.

No resident shall be used as an informant by any law enforcement agency unless unusual circumstances exist. Under such circumstances, written justification must be submitted to the Commissioner of the Department of Corrections for approval.

- (1) The facility shall provide access to a law library and legal supplies.
- (2) The director shall not prohibit a resident's right of access to the judicial process.
- (3) The director shall ensure the right of residents to have confidential access to their attorney and their authorized representative.

### **Visiting**

The director shall have a written policy which defines the center's visitation rules and regulations and shall comply with Corrections Policy & Procedure 16.1.

A visiting schedule shall be posted in a common area in view of all residents.

### **Mail**

- (1) The director shall have a written policy and procedure for receiving and sending mail that protects the resident's personal rights and provides for reasonable security practices consistent with the operation of the center.

- (2) Residents shall be allowed to correspond with anyone so long as such correspondence does not violate any state or federal law except that caution shall be taken to protect the resident's rights in accordance with court decisions regarding correspondence.
- (3) Incoming mail may be inspected for contraband items prior to delivery unless such mail is received from the courts, attorney of record or public officials, then it may be opened and inspected in the presence of the resident.

### **Telephone**

- (1) Written policy and procedure shall permit each resident to complete at least one (1) telephone call each week. Any expense incurred for calls shall be borne by the resident or the party called.
- (2) Telephone calls shall not be routinely monitored. If calls are monitored, the resident shall be notified.
- (3) Telephone privileges may be suspended for a designated period of time if telephone rules are violated.

### **Religion**

- (1) Residents shall be granted the right to practice their religion within limits necessary to maintain institutional order and security.
- (2) Residents shall be afforded an opportunity to participate in religious services and receive religious counseling within the center.
- (3) Residents shall not be required to attend or participate in religious services or discussions.

### **Access to Programs**

The director shall ensure equal access to programs and services for all residents provided the security and order of the center are not jeopardized.

### **Grievance Procedure**

The director shall have a written resident grievance procedure which shall be available to all residents. These procedures shall include provision for:

- (1) Responses, within a reasonable time limit, to all grievance complaints;
- (2) Equal access to all residents;
- (3) Guarantee against reprisal;
- (4) Resolving legitimate complaints.

### **Searches**

- (1) Corrections Policy and Procedure 9.8 shall be followed.
- (2) Each search of a resident for contraband shall be done in such a manner as the staff member in charge determines necessary. manager determines is necessary to insure the safety of residents, staff and security of the center.
- (3) Each search shall be conducted in a respectful and professional manner. private area and in a professional manner which protects the resident's dignity to the extent possible.

### **Disciplinary Procedures**

Each center shall have a written policy and procedure for maintaining discipline which is consistent with constitutional requirements for due process. Inmates who violate halfway

house rules and regulations shall be dealt with in accordance with the disciplinary procedures outlined in Policy and Procedure 25.6. Parolees who violate house rules will be subject to disciplinary action deemed appropriate by his/her probation and parole officer.

### **Medical**

Each resident shall be afforded access to necessary medical care.

### **Parole Board Review**

- (1) The center is responsible for preparing a pre-parole progress report in accordance with the Department of Corrections Policy and Procedure 18.10 for each inmate before his/her parole review date.
- (2) The Department of Corrections, Division of Probation and Parole will provide transportation to parole board hearings.

## **SECTION 30.120—INMATE FURLOUGHS**

### **Furloughs and Temporary Release of Residents**

Furloughs for inmates shall be given in compliance with Policy and Procedure 25.6. Parolees and inmates may also be released from the halfway house for work, school, medical care, and employment interviews. When such releases take place, proper security measures must be taken for reporting to and from the destination. A log must indicate arrival and departures times.

## **SECTION 30.130—REQUESTS FOR MARRIAGE**

### **Requests for Marriage**

Written requests for marriage of an inmate shall be forwarded for approval/disapproval to the Department of Corrections' Contract Management Branch in accordance with Corrections Policy and Procedure 14.3.

## **SECTION 30.140—MONITORING AND INSPECTIONS**

Facilities will be subject to inspections at least twice a year. One (1) inspection shall be announced (scheduled) and one (1) shall be unannounced. These inspections shall be conducted by the staff of the Department of Corrections' Contract Management Branch. (See attached Policy and Procedure 25.6)

Periodic scheduled and unannounced inspections/audits of the facility and all records may be conducted during the term of the contract by employees of the Kentucky Corrections Department or its agents. Any questions concerning the scope of the inspections shall be addressed to the Community Program Administrator.

## **SECTION 30.150—ASSIGNMENT OF RESIDENT ELIGIBILITY**

If the resident has been classified as “community custody” by the Department, the Contractor cannot refuse to accept that resident. If a person has been granted parole by the Kentucky Parole Board, the Contractor cannot refuse to accept that person. All current sex offender laws shall apply.

The vendor may appeal to the Department of Corrections, Contract Management Branch the assignment of a parolee’s assignment to the vendor’s facility. The appeal must be specific to the parolee and must articulate the reason(s) the vendor cannot accept the parolee and the impact to the facility or its operations. The Department will process the appeal internally as appropriate and make a final determination. If the appeal is upheld the parolee will be reassigned by the Department.

DOC clients eligible must be convicted in the Commonwealth of Kentucky on felony supervision or convicted out of a circuit court. They are assigned to recovery centers by a Division of Mental Health designee based on regional proximity and bed availability.

During the term of the contract, additional residents may be assigned to the contractor over the maximum number of residents originally planned for each facility. Assignment of additional residents shall require the mutual agreement of both parties. The rate per day for additional residents shall not exceed the current contracted rate.

The Contractor shall be prohibited from entering into a contract with another private or governmental unit for the housing of residents at the sites specified in this contract without the prior written consent of the Commonwealth.

### **SECTION 30.160—WORK ASSIGNMENTS**

All residents are assigned jobs while in the recovery center. These jobs change as the residents move through the program and would entail increased responsibility as a resident progresses through the program. Work assignments shall be of the same or similar types as provided within the Department’s state-operated facilities, subject to restrictions of the Kentucky Constitution.

Each facility must comply with the following conditions:

Work on grounds and property of facility: Only residents involved in OJT shall participate in work projects involving the grounds and buildings at the correctional facility. Appropriate OJT work consists of activities necessary to maintain the present facilities in good working order and to maintain operations at the facility. Work projects which are prohibited include renovation and construction work. The latter includes work which would significantly alter the structure of an existing building and which would confer substantial long-term benefit to the Contractor.

Work outside of facility: Residents may perform community service work for a county, a city or a special district or any agency thereof. Residents shall not work on any project which confers a private benefit to any person or private organization.

**SECTION 30.170—TRANSFER OF RESIDENTS UPON TERMINATION**

A minimum of thirty (30) days shall be allowed for transfer of residents upon contract termination.

**SECTION 30.180— PAYMENT**

Payments will be made monthly, within thirty (30) days after receipt of an itemized invoice, detailing the names and identification numbers of the residents assigned and the number and listing of the calendar days in which they resided in the facility. Payments for residents shall not be made for absence from the facility for any reason which exceeds three (3) days (seventy-two (72) consecutive hours) including the day of departure and day of return. No payment for any resident on extended furlough leave from the program, including day of departure, shall be made. Payment will be made for inmate/parolee for date of arrival to the facility. The Commonwealth shall not be responsible for payment for inmate/parolee date of departure. A resident may move from a Level II and III to a Level V however this is subject to Department of Corrections' Medical Department approval.

**SECTION 30.190—INVOICES**

Invoices for payment shall be in a format approved by the Department of Corrections prior to the first submission. All invoices shall be submitted to:

**Kentucky Department of Corrections  
Contract Management Branch  
Post Office Box 2400  
Frankfort, Kentucky 40602**

**END OF SECTION 30**

## **Section 40—Procurement Terms and Conditions**

Any Vendor who has concerns regarding any terms and conditions in this Document should submit written questions to the Commonwealth Buyer as stated in Section 10.010 of this Document. After reviewing the questions and answers, it will become a business decision on the part of the Vendor on whether or not to proceed with the expense of preparing a response.

Proposals that take exception/deviations to Section 40 may be deemed non-responsive and rejected from further consideration.

### **Section 40.000—Beginning of Work**

The Contractor shall not commence any billable work until a valid Contract has been executed as discussed in Section 40.010.

### **Section 40.010—Contract Components and Order of Precedence**

The Commonwealth's acceptance of the Contractor's offer in response to this Document, indicated by the issuance of a Contract Award shall create a valid Contract between the Parties consisting of the following:

- Any written Agreement between the Parties;
- Any Addenda to the Document;
- The Document and all attachments thereto, including Section 40--Terms and Conditions of a Contract with the Commonwealth of Kentucky;
- General Conditions contained in 200 KAR 5:021 and Office of Procurement Services' FAP110-10-00;
- Any Best and Final Offer;
- Any clarifications concerning the Contractor's proposal in response to this Document;
- The Contractor's proposal in response to this Document.

**In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.**

### **Section 40.015—Final Agreement**

The Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

### **Section 40.016—Agencies to Be Served**

This contract shall be for use by the following agencies of the Commonwealth of Kentucky:

## ***Kentucky Department of Corrections***

### **Section 40.020—Contract Provisions**

If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

### **Section 40.025—Type of Contract**

The contract proposed in response to this Document shall be on the basis of a **firm fixed unit price** for the elements listed in this Document. This Document is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

### **Section 40.030—Term of Contract and Renewal Options**

The initial term of the Contract shall be for a period of **two (2) years** from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial Contract period for **four (4) additional two (2) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of an addendum to the Contract under Section 40.050—Changes and Modifications to the Contract.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

### **Section 40.040—Multiyear Contracts**

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance of the Contract beyond the biennium, the Contract for such subsequent year(s) may be canceled and the Contractor shall be reimbursed in accordance with Section 40.150—Provisions for Termination of the Contract.

### **Section 40.050—Changes and Modifications to the Contract**

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to the Contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

#### **Section 40.055—Changes in Scope**

The Commonwealth may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of the Commonwealth through the process described in Section 40.050—Changes and Modifications to the Contract.

#### **Section 40.060—Contract Conformance**

If the Commonwealth Buyer determines that deliverables due under the Contract resulting from this Document are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Commonwealth Buyer may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

#### **Section 40.065—Assignment**

The Contractor shall not assign the Contract in whole or in part or any payment arising there from without the prior written consent of the Commonwealth Buyer. Any purported assignment is void.

#### **Section 40.070—Notices**

After the Award of Contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the Agency technical contact(s) identified below:

**Eric K. Buckley, Branch Manager  
Contract Management Branch  
Kentucky Department of Corrections  
P.O. Box 2400  
Frankfort, Kentucky 40602**

502-564-7023  
[Eric.Buckley@ky.gov](mailto:Eric.Buckley@ky.gov)

After the Award of Contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer identified below:

**Cassandra Weiss Commonwealth Buyer**  
**Finance and Administration Cabinet**  
**Office of Procurement Services**  
**New Capitol Annex**  
**702 Capitol Ave., Room 096**  
**Frankfort, KY 40601**  
**(502) 564-5952**  
**Fax: (502) 564-6013**  
[Cassandra.Weiss@ky.gov](mailto:Cassandra.Weiss@ky.gov)

#### **Section 40.075—Payment**

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the Agency Contact Person or his representative.

#### **Section 40.080—Contractor Cooperation in Related Efforts**

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

#### **Section 40.085—Subcontractors**

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be **solely responsible** for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

### **Section 40.090—Contractor Affiliation**

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the Contractor shall take any action that, if done by the Contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

### **Section 40.100—Commonwealth Property**

The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Contractor's use in connections with the performance of this Contract. The Contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

### **Section 40.105—Insurance**

The Contractor shall provide professional liability insurance for its professional employees, public liability, property damage, and workers' compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all claims which may arise out of the Contractor's operations under the terms of this Contract. In the event any carrier of such insurance exercises cancellation, notice of such cancellation shall be made immediately to the Commonwealth Buyer.

### **Section 40.110—Confidentiality of Contract Terms**

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

### **Section 40.115—Confidential Information**

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the

Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

- Information which the Commonwealth has released in writing from being maintained in confidence;
- Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
- Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

#### **Section 40.120—Advertising Award**

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

#### **Section 40.125— Patent or Copyright Infringement**

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.

The Contractor shall have no liability for any infringement based upon:

- the combination of such product or part with any other product or part not furnished to the Commonwealth by the Contractor
- the modification of such product or part unless such modification was made by the Contractor
- the use of such product or part in a manner for which it was not designed

### **Section 40.126 – Limitation on Liability**

After contract award, circumstances may arise where, because of default on Vendor's part or other liability, the Commonwealth is entitled to recover damages from Vendor. In each such instance, regardless of the basis on which the Commonwealth is entitled to claim damages from Vendor (including breach, negligence, misrepresentation, or other contract or tort claim), Vendor is liable for no more than:

- damages for violation or infringement of any copyright or trademark;
- damages for bodily injury (including death) to persons and damages for physical injury to tangible personal property or real property; and
- the amount of any other actual direct damages up to the greater of \$500,000, or three times the value of the Product or Service that is the subject of the claim, up to a maximum of \$25,000,000, unless a court of competent jurisdiction deems this provision to be an unconstitutional indemnification or assumption of the legal risk of another party by the Commonwealth. For example, if the Product or Service that is the subject of the claim were valued at \$15,000,000, Vendor would be liable for no more than \$25,000,000.

In no event will the measure of damages payable by Vendor include, nor will Vendor be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, unless a court of competent jurisdiction deems this provision to be an unconstitutional indemnification or assumption of the legal risk of another party by the Commonwealth.

### **Section 40.130—Permits, Licenses, Taxes and Commonwealth Registration**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Contract is performed.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to this Document. Additional local registration or license may be required.

The Contractor shall pay any sales, use, and personal property taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

#### **Section 40.135—Contract Claims**

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

#### **Section 40.140—Rights and Remedies**

The rights and remedies of the Commonwealth provided in Section 40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **Section 40.145—EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act. A copy of the EEO forms may be obtained by downloading them from the E-Procurement website at <https://eprocurement.ky.gov>. Select **STANDARD ATTACHMENTS AND GENERAL TERMS** and scroll down the page to **Attachment #4**. (See Section 50.140 of this DOCUMENT for the forms that must be completed and submitted with Technical Proposal). Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. The EEO office's telephone number is (502) 564-2874 and fax (502) 564-1055.

The Commonwealth will review the EEO Forms (or equivalent, if applicable) upon receipt. If a Vendor is under-utilized or in non-compliance, the Vendor shall receive notification from the Commonwealth. The Vendor shall have five (5) days from receipt of such notice to submit an affirmative action plan. Failure to submit an affirmative action plan within the timeframe specified may result in the disqualification of the Vendor's response. In any event, **a Vendor shall not be eligible for an award of contract without being in compliance with the EEO requirements.**

If the Vendor is exempt from submitting the EEO Forms, the Vendor must state such in its transmittal letter (Section 50.150 of this Document. Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

#### **Section 40.150—Provisions for Termination of the Contract**

Any Contract resulting from this Document shall be subject to the termination provisions set forth in 200 KAR 5:312.

#### **Section 40.160—Bankruptcy**

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the

rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under this Contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

#### **Section 40.170—Conformance with Commonwealth & Federal Laws/Regulations**

This Contract is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this Contract shall be brought in state or federal court in **Franklin County, Kentucky**.

#### **Access to Records**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment 2 at the end of section 90)

#### **Section 40.180—Attorneys' Fees**

In the event that either Party deems it necessary to take legal action to enforce any provision of the Contract, and in the event the Commonwealth prevails, the Contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation as set by the court or hearing officer.

#### **Section 40.190—Recycling**

The Contractor is required to comply with the recycling requirements of 200 KAR 5:330.

#### **Section 40.200—Funding Limitations**

If response received exceeds the amount of funding available, then the Finance and Administration Cabinet, Office of Procurement Services, reserves the right to cancel this Document.

**Section 40.210—Accessibility**

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

**END OF SECTION 40**

## **Section 50—Procurement Process and Requirements**

### **Section 50.000—Rules of Procurement**

To facilitate this procurement, various rules have been established. They are described in the following paragraphs.

**Vendors shall review and comply with the general procurement bidding requirements listed under “Laws, Policies, and Procedures” and “Standard Attachments and General Terms” located on the eProcurement Web page at <https://eprocurement.ky.gov>.**

### **Section 50.010—Approach**

The procurement process will provide for the evaluation of proposals and contract award in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies.

### **Section 50.030—No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

### **Section 50.040—Cancellation of This Document**

In accordance with KRS 45A.105, this Document may be canceled at any time and for any reason, or proposals rejected, if it is determined in writing that such action is in the best interest of the Commonwealth. Receipt of proposal materials by the Commonwealth or submission of a proposal to the Commonwealth confers no rights upon the Proposer nor obligates the Commonwealth in any manner.

### **Section 50.050—Cost of Preparing Proposal**

Costs for developing the proposals are solely the responsibility of the Offerors. The Commonwealth of Kentucky shall not provide any reimbursements for such costs.

### **Section 50.060—Waiver of Minor Irregularities**

The Commonwealth reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the Commonwealth.

Where the Commonwealth may waive minor irregularities, such waiver shall in no way modify this Document requirements or excuse the Offeror from full compliance with the Document specifications and other contract requirements if the Offeror is awarded the contract.

#### **Section 50.070—Clarifications of Proposals**

The Commonwealth reserves the right to request clarification of proposals pursuant to 200 KAR 5:306, Section 6.

#### **Section 50.080—Best and Final Offers**

The Commonwealth reserves the right, at its discretion, to request Best and Final offers for technical proposals. However, Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical offer.

#### **Section 50.090—Rules for Withdrawal of Proposals**

A submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Commonwealth Buyer.

#### **Section 50.100—Disposition of Proposals**

All proposals become the property of the Commonwealth of Kentucky. The proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Commonwealth Buyer.

#### **Section 50.110—Commonwealth's Right to Use Proposal Ideas**

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to this Document. Selection or rejection of the proposal will not affect this right.

#### **Section 50.120—Protest**

The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Offerors in connection with the Documents or selection for award of a contract.

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with this Document or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event **within two (2) calendar weeks** after such aggrieved person knows or should have known of the facts giving rise thereto. (See Section 10.090 of this Document). All protests or notices of other controversies must be in writing and shall be addressed to:

**Lori H, Flanery, Secretary  
Finance and Administration Cabinet  
702 Capital Avenue, Room 383  
Frankfort, Kentucky 40601  
Telephone: (502) 564-4240  
Fax: (502) 564-6785**

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

### **Section 50.130—Proposal Submission Requirements**

Each qualified Offeror shall submit only **one (1) proposal**. Alternate proposals shall not be allowed. Failure to submit as specified may result in a non-responsive proposal.

The Vendor must complete the "**Vendor**" **box** on the face of the Document. **(see Attachment A)**. An authorized representative of the Vendor shall **sign** where indicated on the face of the Document. ***If the Document is not signed the proposal may be deemed non-responsive.***

The format and content of the Technical Proposal is specified in Sections 50, 60, and 70.

Proposals shall include **one (1) marked original** and **three (3) copies** of the Technical Proposal. Any information submitted in accordance with Section 50.220—Vendor Response and Proprietary Information shall include **three (3) copies** and be sealed separately and included with the Technical Proposal. Additional copies of Proprietary Information will be requested if deemed necessary by the Commonwealth Buyer. The Vendor shall provide two (2) CDs containing the Technical Proposal response in Microsoft Word 7.0 or higher format. Should differences be determined to exist between the hardcopy proposal and the electronic version, the hardcopy shall prevail. **DO NOT INCLUDE PROPRIETARY INFORMATION IN THE ELECTRONIC COPIES.**

**Vendor must complete the following certified statement and  
submit with Technical Proposal:**

I, \_\_\_\_\_, representing \_\_\_\_\_  
(print name) (Company name)

certify that the diskettes/CDs submitted have been properly scanned for infected viruses. The virus software and version used was \_\_\_\_\_.

---

**Signature / Date**

**Proposals shall be submitted to:**

**Cassandra Weiss  
COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
Office of Procurement Services  
702 CAPITOL AVE RM 096  
FRANKFORT KY 40601**

The outside cover of the package containing the Technical Proposal shall be marked:

**DOC Halfway House Response  
S-06089820  
TECHNICAL PROPOSAL  
Name of Offeror**

The Commonwealth shall accept all proposals properly submitted. However, the Commonwealth reserves the right to request necessary amendments, reject any or all proposals in whole or in part, reject any proposal in whole or in part that does not meet mandatory requirements or cancel this Document, according to the best interest of the Commonwealth.

All submitted Technical Proposals shall remain valid for a minimum of six (6) months after the proposal is submitted.

#### **Section 50.140—Format of Technical Proposal**

The Technical Proposal must be arranged and labeled in the manner set forth below. Failure to sign the face of the Document may result in a non-responsive proposal.

- Transmittal Letter (see Section 50.150 of this Document);
- Completed and signed face of the Document;
- Signed face of all Addenda, if applicable;
- EEO Documents if applicable;
- Required Affidavit for Bidders or Offerors
- Response to technical portion of this Document (See Section 60 of this Document)

Note to Vendors: Go to <https://eprocurement.ky.gov>, “**Laws, Policies, and Procedures**” and “**Standard Attachments and General Terms**” to download and complete the following forms

1. **Attachment 2** - Required Affidavit for Offerors (Updated 8/18/09-must be notarized)
2. **Attachment 4** - EEO-1, EEO Employee Data Sheet and EEO, Subcontractor Report Form
3. **Attachment 5** – Revenue Form 10A100 Kentucky Tax Registration Application

### **Section 50.150—Transmittal Letter**

The Transmittal Letter shall be on the **Vendor’s letterhead, notarized and signed** by an agent authorized to bind the Vendor. If the Transmittal Letter is not sign and notarized, the proposal may be deemed non-responsive. The transmittal letter shall include the following:

1. -A statement that deviations are included, if applicable;
2. -A statement that proprietary information is included, if applicable;
3. -A sworn statement that, if awarded a contract as a result of this Document, the Vendor shall comply in full with all requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640;
4. -A sworn statement pursuant to KRS 11A.040 that the Vendor has not knowingly violated any provisions of the Executive Branch Code of Ethics;
5. -A sworn statement of that the Vendor is in compliance with Section 50.170—Prohibitions of Certain Conflicts of Interest;
6. -A statement of certification in accordance with Section 50.180—Certification Regarding Debarment, Suspension, and Proposed Debarment;
7. -The name, address, telephone number, fax number, and email address of the contact person for this Document. The address shall be one in which the major overnight delivery services will deliver; and
8. -The name, address, telephone number, fax number and email address of the contact person to serve as a point of contact for day-to-day operations.
9. -Subcontractor information to include name of company, address, telephone number and contact name, if applicable.
10. Halfway houses must be in compliance with local ordinances as stipulated in KRS 439.590 and state and local fire codes. Vendor shall submit proof of an annual inspection by local state fire safety authorities and proof of complying with applicable planning and zoning ordinances.
11. A sworn statement that the Vendor agrees to the per diem costs listed in Section 70 of this Document.

### **Section 50.160—Prohibitions of Certain Conflicts of Interest**

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest

and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040(4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

### **Section 50.170—Certification Regarding Debarment and Suspension**

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, in the Transmittal Letter (Section 50.150 of this Document), that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

### **Section 50.175 Registration with the Secretary of State by a Foreign Entity.**

An agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the submission of their proposal. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response.

**If a copy of the certificate or justification for the foreign entity's claim that it is not required to obtain a certificate is not received by the contracting agency within the time frame identified above, the foreign entity's proposal will not be considered.**

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx> .

### **Section 50.180—Disclosure of Violation of Statutes**

Required Report of Prior Violations of Tax and Employment Laws information and forms can be found at <https://eprocurement.ky.gov>, "Laws, Policies, and Procedures" and "Standard Attachments and General Terms".

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the Vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws with the Technical Proposal.

### **Section 50.190—Vendor's Exceptions to Terms and Conditions of the Document**

An offer in response to this Document that includes terms contrary to the terms and conditions in Section 40 of the Document or takes any exceptions to the terms and conditions of Section 40 may be considered non-responsive. Purchase or Sales Agreements, supplied by the Vendor making an offer, in reply to the Document, shall not be accepted.

### **Section 50.200—Deviations to Other Provisions of the Document**

The provisions appearing elsewhere in this Document shall become part of any resulting contract. Any deviations from the provisions of the Document must be specifically identified by the Vendor in its proposal, which if successful, shall become part of the Contract. Such deviations shall not be in conflict with the basic nature of Technical and Cost requirements of this Document. Deviations must be submitted as stated in Section 50 of this Document. The Commonwealth reserves the right to reject any and/or all deviations in whole or in part.

**Deviations to the Terms and Conditions set forth in Section 40 of this Document may not be accepted.**

### **Section 50.210—Vendor Response and Proprietary Information**

The Document specifies the format, required information, and general content of proposals submitted in response to the Document. The Finance and Administration Cabinet shall not disclose any portions of the proposals prior to contract award to anyone outside the Finance and Administration Cabinet, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this Document as a matter of public record. Although the Commonwealth recognizes the Vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary **shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors.** If a proposal contains information in these areas that a Vendor declares proprietary in nature and not available for public disclosure, **the Vendor shall declare in the Transmittal Letter (Section 50.150) the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information.** Proprietary information shall be

submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the Document and may be rejected.

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this Document. Selection or rejections of the proposal will not affect this right.

**END OF SECTION 50**

## **Section 60—Technical Proposal**

### **Section 60.000—Technical Proposal Response Review**

The Commonwealth shall review Technical Proposal responses in two (2) phases:

1. The Commonwealth shall review each response to determine responsiveness to procurement laws, regulations and policies. A response that includes terms contrary to the terms and conditions in Section 40 of this Document shall be considered non-responsive and not considered for further review.
2. If a response is deemed responsive according to #1 above, further review will be made to determine if the response is in compliance with the Department of Corrections' requirements and policies and procedures.

Vendor(s) who pass both phases listed above as well as agree to the per diem costs listed in Section 70 of this Document will be awarded a contract(s). The Commonwealth reserves the right to reject all proposals.

Each vendor is responsible for submitting all relevant, factual and correct information with their offer.

### **Section 60.010—Technical Response Requirements**

The Technical Proposal shall include the following sections:

1. **Title Page**
2. **Table of Contents**
3. **Schedule for Startup of Operations** – Offeror shall propose a startup schedule for the facility with milestones relative to the requirements in Section 30.
4. **Facility Description** – Offeror shall include a floor plan, square footage, blueprints (or drawings) of the building(s) and anticipated completion date.
5. **Staffing Pattern** – Offeror shall include an organizational chart, classification of employees and number for each; minimum qualifications for each classification; number and classification of staff for each shift. The staffing pattern must address the program, transportation and security needs of the facility. In determining security needs, the proximity of the facility to neighborhoods, schools, etc., shall be considered.
6. **Program Descriptions** – Offeror shall include the level of programming in the following areas:
  - a. Vocational
  - b. Educational
  - c. Work programs
  - d. Recreational

7. **The number of inmates** targeted for such programs shall be specified. A description of recreational programs to be made available as well as the proposed schedule for such programs must be provided.
8. **Experience** – Offerors are to describe their experience in the field of Corrections. The Offeror must list all past and present contracts, services provided, year(s) in which the services were provided, number and classification of residents under supervision and the name and telephone number of contract monitor for each contract. Offerors must identify those management contracts which have been terminated, the reason for the termination and the name and telephone number of a contact person for the former contracting agency. Contractors shall describe the organization structure and history of the company as well as qualifications and experience of management staff that will be utilized to carry out the terms of the contract, including but not limited to, their correctional experience.
9. **Security** – Offeror shall outline policies and procedures which shall be used to insure the safety of both facility and community residents.
10. **Response to Minimum Requirements** – Offerors shall respond to the minimum requirements set forth in Section 30. The response shall indicate in detail the manner in which each requirement shall be satisfied. The response should be sufficient in detail to indicate the Offeror's understanding of steps necessary to accomplish the requirements. A blanket statement from the Offeror indicating agreement to all minimum requirements shall not be accepted.
11. **The response shall** indicate the Offeror's plan to monitor and evaluate compliance with the terms of the contract.
12. **Physical Plant** - Offerors shall provide documentation (drawings, blueprints, license's, etc.) of compliance with physical plant requirements as required in Section 30.030.
13. **Offerors** shall state which level bed(s) are being proposed. **(See Section 70).**

**END OF SECTION 60**

**Section 70—Cost**

**Section 70.000—Level Beds and Per Diem**

**The Commonwealth shall pay the following:**

<b>Level Beds</b>	<b>Per Diem Per Day</b>
Level 1-Parolee Halfway House beds (Male and Female)	\$27.62
Level 1(A)-Male Parolee and Probationer Halfway House beds.	\$38.36812
Level 1(B)-Recovery Kentucky Treatment supportive housing to assist offenders with addiction recovery (Male)	\$31.61
Level 1(B)-Recovery Kentucky Treatment supportive housing to assist offenders with addiction recovery (Female)	\$32.64
Level 2 – Standard Inmate Halfway House Beds (Male)	\$31.61
Level 2 – Standard Inmate Halfway House Beds (Female)	\$32.64
Level 3 – Substance Abuse Program Inmate Halfway House beds	\$31.61
Level 4 – Sex Offender Parolee beds	\$36.87
Level 5 – Medical Inmate Halfway House Beds	\$31.61

The Kentucky Department of Corrections (DOC) will fill halfway house beds based on the current needs of the Department. There is **no quantity guarantee** for any contract awarded as a result of this Document.

**END OF SECTION 70**

## **Section 80—Negotiations**

### **Section 80.000—Negotiations**

The Commonwealth reserves the right pursuant to KRS 45A.085 to negotiate a contract. It is the Commonwealth's intent to award a contract to the Vendor with whom successful negotiations are completed.

### **Section 80.010—Items to Be Negotiated**

Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limit to issues related to the Technical and/or Cost Proposals.

**END OF SECTION 80**

**Section 90—Review of Proposals and Award of Contract**

**Section 90.000—Best Interest of the Commonwealth**

The Commonwealth will review the proposal in the manner set forth within this Document. However, the Commonwealth reserves the right to reject any or all proposals in whole or in part based on the best interest of the Commonwealth.

**END OF SECTION 90**

**END OF DOCUMENT**



# Commonwealth of Kentucky SOLICITATION

**TITLE:** S-06089820-Attachment A-Halfway Hse. Stds. & Requirements

<b>DATE ISSUED</b>		<b>SOLICITATION CLOSSES</b> Date: Time:	<b>SOLICITATION NO.</b>
<b>I S S U E D  B Y</b>	OMPS Capitol Annex Kathy Robinson		<b>A D D R E S S  T O</b>
<b>V E N D O R</b>			<b>R E M I T  T O</b>

Please see the Terms and Conditions  
For Information on where to submit  
Your Bid/Proposal.

**FOR INFORMATION CALL:**

Kathy Robinson  
502-564-4510

**ONLINE BIDDING PROHIBITED**

No

**OWNERSHIP TYPE:**

Sole Proprietorship  Partnership  Corporation

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY  
FAILURE TO SIGN SHALL RENDER THE BID INVALID.**

Signature X \_\_\_\_\_ FEIN# \_\_\_\_\_ DATE \_\_\_\_\_

*All offers subject to all terms and conditions contained in this solicitation.*

Line Items

Line Group: Default

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
------	----------------	----------	----------	------------	-----------	----------------------------

1 Level 1 EA

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
95249	Halfway Housing			

**Extended Description**

Parolee Halfway House beds (Male and Female).  
Per Diem: \$26.87

B I L L  T O		S H I P  T O	
--------------------------------	--	--------------------------------	--

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
------	----------------	----------	----------	------------	-----------	----------------------------

2 Level 1(A) EA

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
95249	Halfway Housing			

**Extended Description**

Male/Female Parolee and Probationer Halfway House beds - Halfway House beds for male/female parolees and probationers who are in danger of probation and parole revocation; providing an additional sanction for drug and alcohol involved offenders as an alternative to incarceration.  
Per Diem: \$38.37

B I L L  T O		S H I P  T O	
--------------------------------	--	--------------------------------	--

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
------	----------------	----------	----------	------------	-----------	----------------------------

3 Level 1(B) EA

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
95249	Halfway Housing			

**Extended Description**

Recovery Kentucky Treatment supportive housing to assist offenders with addiction recovery (Male).  
Per Diem: \$30.75

B I L L T O		S H I P T O	
----------------------------	--	----------------------------	--

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
------	----------------	----------	----------	------------	-----------	----------------------------

4 Level 1(B) EA

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
-----------	------------------	--------------	---------	------------

95249 Halfway Housing

**Extended Description**

Recovery Kentucky Treatment supportive housing to assist offenders with addiction recovery (female).  
Per Diem: \$31.75

B I L L T O		S H I P T O	
----------------------------	--	----------------------------	--

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
------	----------------	----------	----------	------------	-----------	----------------------------

5 Level 2 EA

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
-----------	------------------	--------------	---------	------------

95249 Halfway Housing

**Extended Description**

Standard Inmate Halfway House Beds (Male)  
Per Diem: \$30.75

B I L L T O		S H I P T O	
----------------------------	--	----------------------------	--

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
------	----------------	----------	----------	------------	-----------	----------------------------

6 Level 2 EA

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
-----------	------------------	--------------	---------	------------

95249 Halfway Housing

**Extended Description**

Standard Inmate Halfway House beds (Female)  
Per Diem: \$31.75

B I L L T O		S H I P T O	
----------------------------	--	----------------------------	--

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
------	----------------	----------	----------	------------	-----------	----------------------------

7 Level 3 EA

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
-----------	------------------	--------------	---------	------------

95249 Halfway Housing

**Extended Description**

Substance Abuse Program Inmate Halfway House beds.  
Per Diem: \$30.75

B I L L T O		S H I P T O	
----------------------------	--	----------------------------	--

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
------	----------------	----------	----------	------------	-----------	----------------------------

8 Level 4 EA

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
-----------	------------------	--------------	---------	------------

95249 Halfway Housing

**Extended Description**

Sex Offender Parolee beds to include Sex Offenders conditionally discharged whose releasing authority is the sentencing court.  
Per Diem: \$36.87

B I L L T O		S H I P T O	
----------------------------	--	----------------------------	--

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
------	----------------	----------	----------	------------	-----------	----------------------------

9 Level 5 EA

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
95249	Halfway Housing			

**Extended Description**

Medical Inmate Halfway House Beds.  
Per Diem: \$30.75

<b>B I L L T O</b>		<b>S H I P T O</b>	
--	--	--	--



Steven L. Beshear  
Governor

Commonwealth of Kentucky  
Finance and Administration Cabinet  
**OFFICE OF THE SECRETARY**  
Room 383, Capitol Annex  
702 Capital Avenue  
Frankfort, KY 40601-3462  
(502) 564-4240  
Fax (502) 564-6785

Lori H. Flanery  
Secretary

**SECRETARY'S ORDER 11-004**

FINANCE AND ADMINISTRATION CABINET

**Vendor Document Disclosure**

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a formal review process should be created whereby the Finance and Administration Cabinet would provide oversight and direction to an agency of the Commonwealth that is in a dispute with a vendor regarding documents that it believes are being improperly withheld by the vendor and are necessary to conduct a thorough review of the vendor's activities pursuant to said contract; and

**WHEREAS**, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

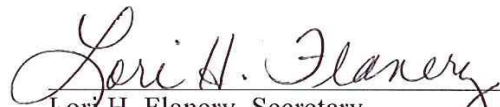
**NOW, THEREFORE**, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, 45A.230, and 200 KAR 5:314, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the filing of a Petition for Determination with the Finance and Administration Cabinet by an agency of the Commonwealth, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the filing of a Petition for Determination from an agency of the Commonwealth, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits,

investigations or any other formal inquiry and a dispute has arisen as to what documents are necessary to conclude the inquiry.

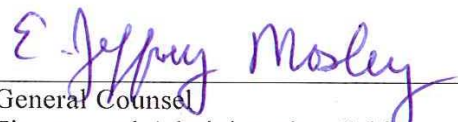
- III. Upon the filing of a Petition for Determination by an agency of the Commonwealth pursuant to Section I or Section II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall pursue any and all options that it possesses to obtain the documents in question, including, but not limited to the following:
  - a. Initiating discussions with the vendor to obtain the documents determined to be necessary for the inquiry;
  - b., Terminating the vendor's contract; or
  - c. Filing an action jointly or singularly against the vendor in a court of appropriate jurisdiction to obtain a court order mandating the disclosure of the documents determined to be necessary for the inquiry.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

THIS ORDER SHALL BECOME EFFECTIVE UPON EXECUTION.

  
Lori H. Flanery, Secretary  
Finance and Administration Cabinet

Dated: August 25, 2011

APPROVED FOR FORM AND LEGALITY:

  
General Counsel  
Finance and Administration Cabinet

