

ITEMS IN **GREEN**=AGENCY COMPLETE
ITEMS IN **YELLOW**=OPS WILL COMPLETE

ATTACHMENT A

COVERSHEET

Commonwealth of Kentucky

Request for Proposal (RFP)

For

TITLE/DESCRIPTION OF RFP

RFP 758 16xxx

Release Date: XX, 2016

Closing Date: XX, 2016

Written Questions Due: XX, 2016 at XX EST

Issued by

The Finance and Administration Cabinet

On Behalf Of

Department of Corrections

Commonwealth Buyer:

Mike Gustafson

FINANCE AND ADMINISTRATION CABINET

Office of Procurement Services

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SECTION 1 – INTRODUCTION AND OVERVIEW

1. Purpose

The purpose of this RFP is to solicit proposals for competitive negotiations pursuant to 200 KAR 5:307. **Department of Corrections** is seeking vendors to provide a 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).

2. Issuing Office

The Commonwealth of Kentucky, Finance and Administration Cabinet, Office of Procurement Services, is issuing this RFP on behalf of the Department of Corrections. The Finance and Administration Cabinet is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

3. Access to Solicitation, RFP, 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 RFP and any additional written information that is supplied

by the Commonwealth Buyer shall be used by Vendors in preparing the response.

The solicitation, addenda, and attachments shall be posted to the Kentucky Vendor Self Service site at <https://emars.ky.gov/online/vss/AltSelfService>. It is not necessary to register to access the solicitation. Unregistered vendors can access the solicitations by clicking on public access.

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

4. RFP Terminology

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

- Proposer, Offeror, Contractor, Provider, or Vendor
- Commonwealth Buyer, Buyer, Purchaser, or Contract Officer
- RFP, Solicitation, or Procurement
- Bid, Proposal, or Offer
- Commonwealth of Kentucky, Commonwealth, or State, Agency, Department of Corrections
- 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
- Requirements that include the words "Shall", "Will", "Must" indicates a mandatory requirement

5. Restrictions on Communications

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

For violation of this provision, the Commonwealth shall reserve the right to disqualify the vendors' proposal response.

6. Written Questions Regarding this RFP

Vendors are encouraged to submit written questions pursuant to Section 1, #9 of this RFP. Written questions shall be submitted to the Commonwealth Buyer via email at buyer@ky.gov or via fax at 502-564-6013. **Vendor should submit questions on Attachment F-Vendors Question Form.** No questions shall be accepted after the date(s) listed in Section 1, #9 unless the question(s) is considered material to the procurement. The Commonwealth shall respond to

salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Kentucky Vendor Self Service site.

7. Notification of Award of Contract

The procurement process will provide for the evaluation of proposals and selection of the successful proposal 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.

All applicable statutes, regulations, policies and requirements shall become a part of an Award as well as the Information Technology requirements.

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service site at <https://emars.ky.gov/online/vss/AltSelfService>. Vendors can search for the solicitation title or number in the keyword search field, or can filter their search for only awarded solicitations by clicking on Advanced Search and changing the status to awarded. The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the "Notice of Award" tab. It is the vendor's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.

8. Protest

Pursuant to KRS 45A.285, any actual or prospective Offeror or Contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet.

9. Estimated Schedule of RFP Activities

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and contract award. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

NOTE TO AGENCY-YOU DO NOT HAVE TO ALLOW FOR 2ND SET OF QUESTIONS AND/OR VENDORS' CONFERENCE

Release of RFP	
1 st Set Of Vendors' Written Questions due by 4:30 PM EST (SUBMIT QUESTIONS ON ATTACHMENT F-VENDORS QUESTION FORM)	
Commonwealth's Response to 1 st Set of Vendors' Written Questions	
2 nd Set Of Vendors' Written Questions due by 4:30 PM EST (SUBMIT QUESTIONS ON ATTACHMENT F-VENDORS QUESTION FORM)	

Commonwealth's Response to 2 nd Set of Vendors' Written Questions	
Vendors' Conference (if Vendors' conference held then eliminate the 2nd set of questions) Location Time Attendance is highly encouraged, as this will be the only opportunity to ask oral questions. The Commonwealth shall not be bound by oral answers to the questions presented at the Conference or oral statements made at any other time by any member of the Commonwealth's staff. Salient questions asked at the Vendors' Conference and the responses will be reduced to writing and issued in an Addendum that shall be posted to the E-Procurement Page.	
Commonwealth's Response to Oral Questions Presented at Vendors' Conference	
Proposals due by 3:30 PM EST	

All bidders are cautioned to be aware of security in the Capitol Annex in Frankfort. In-person or courier delivered bids/proposals in response to a Commonwealth Solicitation should be delivered a minimum of thirty (30) minutes to one (1) hour earlier than the published closing time to allow for a security check-in. Delays due to building security checks shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged.

SECTION 2 – 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.

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, Division of Probation and Parole 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. If the KDOC client is to be assigned to a recovery center a Division of Substance Abuse designee will assign them 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.

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:

- (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.

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.

DOC PROGRAM COORDINATOR

Will Knight
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Frankfort, Kentucky 40602
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SECTION 3 – COMMONWEALTH OFFICE OF TECHNOLOGY (COT) REQUIREMENTS

1. The Vendor and any subcontractors shall be required to adhere to and sign all applicable Commonwealth policies and standards related to technology use and security.
2. Commonwealth Office of Technology Standards provides guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The Vendor shall stay knowledgeable and shall abide by these standards for all related work resulting from this RFP.

<http://technology.ky.gov/governance/Pages/architecture.aspx>

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

Commonwealth Office of Technology and Commonwealth Office of Technology Enterprise IT Policies (KRS 42.726)

<http://finance.ky.gov/services/policies/Pages/default.aspx>

3. The Commonwealth is the designated owner of all data and shall approve all access to that data. The Vendor shall not have ownership of Commonwealth data at any time. The Vendor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy

statements may be developed and amended from time to time by the Commonwealth and will be appropriately displayed on the Commonwealth portal (Ky.gov). **The Vendor shall provide sufficient security to protect the Commonwealth data in network transit, storage, and cache. All sensitive data must be encrypted at rest and in-transit.**

4. Source code for software developed or modified by the Vendor specifically for the Commonwealth shall become property of the Commonwealth.
5. Software provided by the Vendor to the Commonwealth should contain a provision for perpetual licensing with all upgrade options. The Commonwealth may decide to maintain the software in escrow, therefore the agreements should also contain a provision for maintaining a version of the software in escrow in the event the Vendor is unable to continue the business for financial or other business reasons.
6. In the delivery and/or provision of Information Technology hardware, software, systems, and/or services through a contract established as a result of this solicitation, the vendor shall prevent unauthorized access to "Identity Information" (Identity Theft) of Commonwealth citizens, clients, constituents and employees. "Identity Information" includes, but is not limited to, an individual's first name or initial and last name in combination with any of the following information:
 - A. Social Security Number;
 - B. Driver's License Number;
 - C. System Access ID's and associated passwords; and
 - D. Account Information –such account number(s), credit/debit/ProCard number(s), and/or passwords and/or security codes.

The vendor shall also immediately notify the contracting agency, the Office of Procurement Services, and the Commonwealth Office of Technology within twenty-four (24) hours of breach or knowledge of breach in addition to breach under investigation or breach not yet confirmed of Commonwealth data containing "Identity Information."

For even a single knowing violation of these Identity Theft Prevention and Reporting Requirements, the vendor agrees that the Commonwealth may terminate for default the contract(s) and may withhold payment(s) owed to the vendor in an amount sufficient to pay the cost of notifying Commonwealth customers of unauthorized access or security breaches. The cost of all corrective actions after a breach will be the vendor's responsibility if the reason for the breach is confirmed to be vendor provided software/hardware and services provided by vendor.

SECTION 4 – PROCUREMENT REQUIREMENTS

1. Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <https://eprocurement.ky.gov> and <http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx> respectively. The vendor must comply with all statutes, regulations and policies.

2. **Contract Components and Order of Precedence**

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

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. The Solicitation and all attachments
4. Procurement Statutes, Regulations and Policies
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
7. The Contractor's proposal in response to the Solicitation.

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

3. **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.

4. **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.

5. **Type of Contract**

The contract proposed in response to this Solicitation shall be on the basis of a **firm fixed unit price** for the elements listed in this Solicitation. This Solicitation 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.

6. Contract Usage

As a result of this RFP, the contractual agreement with the selected Vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

7. Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, by issuing a Contract Modification, to this Contract with the consent of the Vendor. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.

8. 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.

9. 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.

10. Contract Conformance

If the Commonwealth Buyer determines that deliverables due under the Contract are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the 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.

11. Assignment

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the Commonwealth has released in writing from being maintained in confidence;
- B. 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
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor.

19. 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.

20. 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:

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

21. 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 the RFP. 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.

22. 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.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>.

23. Provisions for Termination of the Contract

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

24. 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.

25. 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**.

26. Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of Section 504 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.

27. 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. (See Attachment E).

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.

28. Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

29. 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.

30. Performance Bond

Pursuant to 200 KAR 5:305, the Contractor may be requested to furnish a performance bond satisfactory to the Commonwealth in an amount to be negotiated with the successful vendor as security for the faithful performance of the Contract. The bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract is amended, the penal sum of the performance bond shall be deemed increased by like amount.

The initial bond shall be submitted to the Commonwealth Buyer within thirty (30) days of execution of this Contract. Any required amendment to the bond shall be submitted to the Commonwealth Buyer within thirty (30) days of said amendment.

31. 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.

32. Vendor Response and Proprietary Information

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 RFP as a matter of public record in accordance with the Kentucky Open Records Act, KRS 61.870 et sequitur.

SECTION 5 – SCOPE OF WORK

1. Agencies to Be Served

This contract shall be for use by the **DEPARTMENT OF CORRECTIONS**. No shipments shall be made except upon receipt by Vendor of an official Delivery Order from a using agency.

2. Extending the Contract Use to Other Agencies

The Office of Procurement Services reserves the right, with the consent of the Vendor, to offer the Master Agreement resulting from this Solicitation to other state agencies requiring the product(s) or service(s).

3. Term of Contract and Renewal Options

The initial term of the Contract shall be for a period of [months or years] from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial Contract period for additional [year or years or months] periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a Contract Modification as described in Section 4 of this RFP.

At the end of the contract the Vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency's choice. The Vendor shall cooperate to this end with the Vendor of the agency's choice, in a timely and efficient manner.

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.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

4. Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Contract resulting from this Solicitation shall remain firm for the contract period subject to the following:

A: **Price Increases:** A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The Contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the Contract holder may withdraw from the Contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the Vendor must continue service, at the Contract prices, until a new Contract can be established (usually within sixty (60) days).

B: **Price Decreases:** The Contract price shall be reduced to reflect any industry wide price decreases. The Contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: **Extended Contract Periods:** If the Contract provides for an optional renewal period, a price adjustment may be granted at the time the Contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

5. 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 during the negotiation phase of this procurement.

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

6. 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.

Halfway House Standards and Requirements

Community Confinement Facilities

Contractor shall comply with the Prison Rape Elimination Act (PREA) (42 U.S.C. §15601, et seq.) and with all applicable PREA National Standards (28 C.F.R. Part 115, Subpart C), which can also be found at <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=9c6c6a0117f6abedd9c9329e7764598a&rgn=div5&view=text&node=28:2.0.1.1.47&idno=28>. Contractor shall also comply with all Kentucky Department of Corrections (KDOC) policies related to PREA which can be found at <http://corrections.ky.gov/communityinfo/Policies%20and%20Procedures/Pages/default.aspx>. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations and KDOC PREA policies which in any manner affect performance under this Contract. Contractor agrees to self-monitor its activities and facilities for compliance with the PREA standards and KDOC policies. Contractor acknowledges that in addition to the self-monitoring requirement, KDOC will conduct announced or unannounced compliance monitoring that may include on-site monitoring visits. Contractor shall be subject to a DOJ PREA audit once every three (3) year period with the DOJ audit cycle beginning August 20, 2013. All costs associated with the PREA audit shall be borne by the Contractor. Failure to comply with PREA standards and related KDOC policies may result in termination of the contract.

If Contractor's facility is a treatment center governed by federal confidentiality laws and regulations that prohibit the release of residents' identifying information, Contractor shall, upon intake of a resident, request that the resident sign a written consent form that authorizes facility personnel to release the resident's identifying information in response to a request from a DOC employee conducting an administrative DOC PREA investigation at the facility regarding an allegation of sexual abuse or harassment.

Administration Mananagement

Organizational Chart

The Contractor 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 contractor'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.
 - (k) Inmate Rights (Including facility PREA policy and procedures)
- (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 Probation and Parole.

Public Information

- (1) The contractor 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 contractor's policy and procedure manual except when the safety and security of the contractor's facility 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 contractor administration policy, shall be made by the contractor's 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 contractor's 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 contractor's director shall establish and maintain an information system which shall comply with the following requirements:

- (1) Facility information and resident records shall be retained in written form or within computer records.
- (2) Facility 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 facility record. A copy shall be forwarded to the Department of Corrections, Division of Probation and Parole. 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
 - (e) Leaving against staff advise
 - (f) Fire
 - (g) Riot
 - (h) Battery, whether by a staff member or resident
 - (i) Sexual assaults
 - (j) Occurrences of contagious or infectious disease, or illness within the facility.
 - (k) PREA Incidents (The timeline for submission of PREA EOR's shall be by close of business or by the end of the shift. The EOR shall reference submission of the Sexual offense Allegation Reporting form.
- (4) The facility shall keep a log of daily activity.
- (5) Each facility 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 facility 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) Medical records, work record, and program involvement;
 - (e) 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 facility, with health records and pre-sentence investigation being kept in a separate secured location.
- (2) The Contractor shall ensure that records are safeguarded in accordance with KRS 61.870 through 61.884.

- (3) The contractor 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

FISCAL MANAGEMENT

Budgeting and Accounting.

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

Canteen

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

PERSONNEL

Staffing

- (1) Each facility 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) Facilities 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 contractor 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 contractor 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 contractor. 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 Contractor shall make available to all employees a written code of ethics.
- (2) The written code of ethics shall be incorporated in the contractor'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.
 16. Develop a relationship with a resident other than that necessary in performing official duties. An employee shall not become romantically involved with a resident, engage in sexual relations with a resident, or develop a sexual relationship with a member of a resident's immediate family.
 - (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.

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 and 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 facility 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 facility 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 facility. 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: the area shall enclose all facilities and services required for or used by residents. It shall contain the following function areas:
 - (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 facility 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 contractor 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 facility; 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 facility 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.

SECURITY CONTROL

Policy and Procedure

- (1) Each contractor 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 contractor 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) Contractor personnel House monitors shall conduct rounds of the facility 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, court appearances, and employment interviews. A sign in and out log shall document comings and goings of all residents.

Security Procedures

- (1) Each contractor 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 facility shall be clearly defined in the facility 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 facility, unless authorized by the contractor 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 contractor 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 delivery of meals without supervision.
- (6) Residents shall never be permitted to perform or assist in any security duties.
- (7) All facilities 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 that shall be born by the Department.

Daily Center Log

Special Reports. A daily facility log shall be kept current and reflect all significant occurrences within the facility. 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 with Corrections Policy and Procedure 25.6.

SAFETY AND EMERGENCY PROCEDURES

Policy and Procedures

- (1) Each facility shall have a written policy and procedure which specifies fire prevention, regulations and practices to ensure the safety of residents, visitors, 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 facility 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 facility shall comply with local and state fire regulations and applicable planning and zoning ordinances.

SANITATION AND HYGIENE

Procedures

- (1) The contractor shall provide for the control of vermin and pests.
- (2) The contractor shall provide for both solid and liquid waste disposal.
- (3) The contractor 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 contractor;
 - (c) A schedule for trash and garbage removal; and
 - (d) A schedule for periodic inspection and maintenance of specific mechanical equipment.
- (4) The facility shall have fresh and purified air circulating within resident living and activity areas consistent with the state health code.
- (5) The contractor 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 facility 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 resident's access necessary outpatient medical resources.

The Department of Corrections 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 contractor. The Department will only be responsible for the costs incurred during the hospital stay. Transportation to hospitals shall be the responsibility of the contractor.

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

All surgical procedures, specialty consultations, and diagnostic exams must be pre-approved by the Kentucky Department of Corrections Medical Service Provider. The Kentucky Department of Corrections Medical Service Provider 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.

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Procedure Services

- (1) The contractor'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 contractor in the performance of their duties except to adhere to the facility's security requirements.
- (3) Residents shall be informed verbally and in writing at the time of admission the methods of gaining access to medical care within the facility.
- (4) All medical procedures shall be performed according to written and standing orders issued by the responsible medical authority.
- (5) Medical screening information shall be kept at the facility 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.
- (6) Necessary medical, dental, and psychological care for residents shall be provided through referral to community providers when appropriate.
- (7) At least one (1) facility staff member per shift shall be trained in first aid procedures including CPR. Medical research shall not be permitted on any resident in the facility.
- (8) Access to the resident's medical file shall be controlled by the medical authority and the contractor. The physician-patient privilege shall apply to the medical record. The medical record is separate from custody and other administrative records of the facility.
- (9) A post-mortem examination shall be conducted on all residents who die while in the custody of the contractor.
- (10) All facility staff who administer medications to residents shall be trained in the proper procedures as outlined in the facility's Policy and Procedures Manual.
- (11) The facility shall have first-aid kits available at all times.

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 contractor shall provide adult residents with a nutritionally adequate diet.
- (3) The contractor shall provide for religious diets.
- (4) The contractor shall provide for medical diets where prescribed by a medical authority.
- (5) The facility 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 1st 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 facility shall have sufficient cold and dry food storage facilities if food is prepared in the facility.

ADMISSION AND RELEASE

Policy and Procedure

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

Admission

- (1) The facility staff shall ensure that each resident is transferred under proper legal authority by a duly authorized officer. Residents will be screened for placement by appropriate Department of Corrections staff.

- (2) Resident records shall be delivered to the center prior to at the time of admission. The admitting officer shall make certain that all required forms are complete and that information is current.
- (3) The facility 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 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.
 - (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 facility 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, deaf 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 facility'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 documenting the date, time, type of discharge, purpose, 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.

INMATE PROGRAMS AND SERVICES

Programs

- (1) Written policy and procedure shall provide that resident programs and services are available and/or accessible. These programs and services 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, an individualized recovery plan shall be done and weekly reviews of goals and plans shall be conducted.

Treatment plans 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 residents.

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 facility.

Recreation Programs

Written policy and procedure shall provide all residents with the opportunity to participate in recreational activities for an average of (1) hour of recreational activity per day. Recreation programs may include but not limited to, 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 Division of Probation and Parole for prior approval. The proposed outing request shall be submitted in writing seven (7) days prior to the event.

Community Service Work Programs/Work Assignments

Community Services 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 Division of Probation and Parole. 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.

Work assignments shall be of the same or similar types as provided within the Department of Corrections' 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 On the Job Training (OJT) shall participate in work projects involving the grounds and buildings at the 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.

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 shall be made available when necessary. The contractor shall provide GED classes and vocational training. Available resources in the community may be used to provide services in these areas. The contractor may allow pre-release inmates and parolees to attend colleges or universities provided 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 shall be made available when necessary. Referrals shall be made to appropriate community resources. Treatment will be provided by available community resources and the Department of Corrections community mental health staff. Any and all treatment must meet the approval of the Department of Correction's Director of Mental Health.

Community Substance Abuse Program Compliance

Program Guidelines

1. Housing and treatment of inmates participating in SAP shall be in compliance with all Kentucky Revised Statutes and the Kentucky Jail Standards.
2. Facility requirement: Separate SAP participant living area, classroom and recreation time segregated from the general population.
3. Course will be administered in accordance with the Therapeutic Community model as approved by KYDOC Substance Abuse Division. Elements of the program must include, but are not limited to, cognitive behavioral counseling, 12-step intervention and relapse prevention.
4. Program must comply with DOC SAP Policy Guidelines (Guidelines and updated revisions can be found at <http://corrections.ky.gov> and Department of Corrections Policy and Procedure 13.8.
5. SAP Staff Credentials Standard SAP clinical staff must have a Bachelor Degree or equivalent years of clinical experience is required.
6. SAP Staff Credentials Standard—SAP Program Director must meet requirements for licensure as specified in 908 KAR1 :370.
7. All JSAP staff is required to comply with DCC training protocol. Some training may include webinars.
8. All JSAP staff must meet minimum criteria and be approved by DCC prior to hiring.
9. SAP staffing requirement A minimum of one (1) SAP staff per every twenty (20) inmate participants.
10. Jail Provider meetings are a requirement and the entire meeting must be attended by Jail SAP Program Directors or designee. Any absences must be approved by the DCC Jail SAP Program Administrators.
11. All new participants shall be drug tested upon arrival.
12. Must follow drug testing guidelines. At least 10% of the SAP program population must be tested each month. Drug testing results shall be forwarded to the assigned DCC Program Administrator.
13. The Jail Substance Abuse Program Administrator will provide names of approved SAP inmates to fill SAP vacancies. Vacancies filled in any other manner will be considered a violation of the terms of the contract and not subject for payment.
14. Inmate qualifications:
 - a. Female adult felony offender currently residing in a prison or county jail.
 - b. Verified history of substance abuse

- c. Within twenty-four (24) months of a Parole Board hearing
 - d. Sixty (60) days of no Category 3-11 or Category 4 or above disciplinary action prior to admission
 - e. No active Psychosis diagnosis
 - f. Must be classified by the KYDOC and assigned a custody level. (There are some occasions where medical limitations may hinder participation.)
15. Inmates in the Substance Abuse Program must be identified with clothing that distinguishes them from non-SAP inmates.
16. Duration of inmate's SAP participation-Minimum of six (6) months.
17. Progress measurement -Inmates progress is determined by successful completion of respective program phases based on classroom testing, consistent behavioral change and active participation. The Program Administrator ultimately determines inmate progress.
18. Participate in KYDOC sponsored follow-up study to determine effectiveness of services.
19. Provide through its clinical staff a monthly performance report to the KYDOC. Content to be determined by KYDOC Substance Abuse, Program Administrator.
20. Pursue licensure status as explained in 908 KAR 1:370 Licensure Procedures and Standards.

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 facility and a copy shall be made available to the resident as soon after assignment as possible.

Under no circumstances may a resident be subject to corporal punishment or other cruel or inhumane treatment nor to be controlled or abused 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 contractor shall not prohibit a resident's right of access to the judicial process.
- (3) The contractor shall ensure the right of residents to have confidential access to their attorney and their authorized representative.

Visiting

The contractor shall have a written policy which defines the facility'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 contractor 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 facility.
- (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 a licensed attorney, a government official, state or federal courts, the Department of Corrections, or the Department of Public Advocacy, 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 contractor shall ensure equal access to programs and services for all residents provided the security and order of the facility are not jeopardized.

Grievance Procedure

The contractor 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 or contractor determines is necessary to insure the safety of residents, staff and security of the facility.
- (3) Each search shall be conducted in a private area and in a respectful and professional manner which protects the resident's dignity to the extent possible.

Disciplinary Procedures

Each facility shall have a written policy and procedure for maintaining discipline which is consistent with constitutional requirements for due process. Inmates who violate facility rules and regulations shall be dealt with in accordance with the disciplinary procedures outlined in Corrections 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.

Parole Board Review

- (1) The facility 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 facility is responsible for transporting residents to parole board hearings.

INMATE FURLOUGHS

Furloughs and Temporary Release of Residents

Furloughs for inmates shall be given in compliance with Corrections Policy and Procedure 25.6. Parolees and inmates may also be released from the facility for work, school, court, 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.

REQUESTS FOR MARRIAGE

Requests for Marriage

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

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' Division of Probation and Parole. (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.

TRANSFER OF RESIDENTS UPON TERMINATION

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

PAYMENT

Payments will be made monthly, within thirty (30) days after receipt of a correct invoice per KRS 45.453. The invoice to be used shall be provided by the Kentucky Department of Corrections. Payments will be made for the day of arrival but not the day of departure. Payments for residents out on medical shall not be made for an absence from the facility which exceeds three (3) consecutive days including the day of departure and day of return. No payments shall be made for residents who are out for court that results in an overnight stay away from the facility. No payments shall be made for inmates or parolees on extended, overnight furlough, including date of departure. For all Level 1(B)/SAP Offender Participants, the Department of Corrections shall pay for a maximum of 192 days.

INVOICES

Invoices for payment shall be provided by the Kentucky Department of Corrections to include but not limited to:

- Offender Name
- DOC Number
- Social Security Number
- Type of Offender
- Number of days at facility for the current billing month

All invoices shall be submitted to:

**Kentucky Department of Corrections
Division of Administrative Services
Post Office Box 2400
Frankfort, Kentucky 40602**

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:

**William Knight
Division of Probation and Parole
Kentucky Department of Corrections
P.O. Box 2400
Frankfort, Kentucky 40602
William.Knight@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:

**Mike Gustafson, Commonwealth Buyer
Finance and Administration Cabinet
Office of Procurement Services
New Capitol Annex
702 Capitol Ave., Room 096
Frankfort, KY 40601
(502) 564-5945
Fax: (502) 564-6013
Mike.Gustafson@ky.gov**

SECTION 6 – PROPOSAL SUBMISSION

1. Disposition of Proposals

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

2. Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Commonwealth Buyer.

3. **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 the RFP. Selection or rejection of the proposal will not affect this right.

4. **SUBMISSION**

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

The Vendor should complete the "**Vendor**" box on the face of the Solicitation. An authorized representative of the Vendor **shall sign** where indicated on the face of the Solicitation. If the solicitation is not signed the proposal shall be deemed non-responsive.

It is the Vendor's responsibility to check the web site for any modifications to this Solicitation. If modifications have been made, the Vendor's signature is required on the latest addendum. Failure to acknowledge the latest addendum of this Solicitation shall cause the bid to be deemed non-responsive if the latest addendum is material to the procurement. Acknowledgment shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgment shall not be accepted.

5. **Format**

A. Proposals shall be submitted in **two (2) parts**: the **Technical Proposal** and the **Cost Proposal**.

1. The **Technical Proposal** should include one (1) marked original, 3 copies, and 3 CDs (in Microsoft Word or Excel).
2. The **Cost Proposal** should include (1) marked original, 3 copies, and 3 CDs (in Microsoft Word or Excel)

The Technical Proposal shall be sealed separately from the Cost Proposal. If the proposals are not **under separate sealed cover**, the **vendor shall be deemed non-responsive and the submission shall be rejected**.

Should differences be determined to exist between the hardcopy proposal and the electronic version, the hardcopy shall prevail. Pricing shall only be provided in the Cost Proposal.

B. Proposals shall be submitted to the Commonwealth Buyer by the RFP Closing Date (both are identified on the Cover Page of this RFP). ANY

PROPOSAL RECEIVED AFTER THE CLOSING DATE SHALL BE REJECTED AND RETURNED UNOPENED TO THE VENDOR.

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

NAME/TITLE OF RFP
RFP 758 13 XXX
TECHNICAL PROPOSAL
Name of Offeror

The outside cover of the package containing the Cost Proposal should be marked:

NAME/TITLE OF RFP
RFP 758 13 XXX
COST PROPOSAL
Name of Offeror

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

C. TECHNICAL PROPOSAL CONTENT

1. Transmittal Letter

The transmittal letter should be on the Vendor's letterhead, notarized and signed by an agent authorized to bind the Vendor. The transmittal letter should include the following:

- a. A statement that **deviations** are included, if applicable; *(Any deviations from the provisions of the Solicitation 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 Solicitation. Deviations must be outline in the Transmittal Letter. The Commonwealth reserves the right to reject any and/or all deviations in whole or in part. Proposals that take exception/deviations to procurement requirements may be deemed non-responsive.)*
- b. A sworn statement that, if awarded a contract as a result of this Solicitation, 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;
- c. A sworn statement pursuant to KRS 11A.040 that the Vendor has not knowingly violated any provisions of the **Executive Branch Code of Ethics**;
- d. A sworn statement of that the Vendor is in compliance with Prohibitions of Certain **Conflicts of Interest**;

- e. A statement of certification in accordance with In accordance with Federal Acquisition Regulation 52.209-5, Certification Regarding **Debarment, Suspension, and Proposed Debarment** 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.
- f. The name, address, telephone number, fax number, and email address of the **contact person** for this RFP. The address shall be one in which the major overnight delivery services will deliver; and
- g. 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.
- h. **Subcontractor** information to include name of company, address, telephone number and contact name, if applicable

2. **Disclosure of Violation of Statutes**

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 (See Attachment C) of this RFP.

3. **State Vendor Eligibility Request Form**

Revenue Form 10A100, "State Vendor Eligibility Request Form", effective July 2008, is a form to be completed by any person or entity wishing to contract with the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at this web-link as Attachment 5:

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

In accordance with administrative regulation 200 KAR 5:390, this form has to be completed and submitted, before a contract can be awarded. Section 2 of the regulation also notes: "Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550 throughout the duration of the contract shall constitute a material breach of the contract and the contract may be terminated."

4. **Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), 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](#), **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. Foreign entity is defined within [KRS 14A.1-070](#).

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

5. **Required Affidavits (see Attachments)**
6. **Completed and signed face of solicitation (See Section 6 (#4) of this RFP)**
7. **Signed face of latest addendum of the solicitation (See Section 6 (#4) of this RFP)**
8. **EEO Forms if applicable (See Section 4 (#22) of this RFP)**
9. **Response to technical portion of this document**

A.) The Technical Proposal shall include the following sections:

- i. **Title Page**
- ii. **Table of Contents**
- iii. **Schedule for Startup of Operations** – Offeror shall propose a startup schedule for the facility with milestones relative to the requirements.
- iv. **Facility Description** – Offeror shall include a floor plan, square footage, blueprints (or drawings) of the building(s) and anticipated completion date.
- v. **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.

- vi. **Program Descriptions** – Offeror shall include the level of programming in the following areas:

1. Vocational
2. Educational
3. Work programs
4. Recreational

- vii. **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.

- viii. **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.

- ix. **Security** – Offeror shall outline policies and procedures which shall be used to insure the safety of both facility and community residents.

- x. **Response to Minimum Requirements** – Offerors shall respond to the minimum requirements. 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 accepted.

- xi. **The response shall** indicate the Offeror's plan to monitor and evaluate compliance with the terms of the contract.
- xii. **Physical Plant** - Offerors shall provide documentation (drawings, blueprints, license's, etc.) of compliance with physical plant requirements.
- xiii. **Offerors** shall state which level bed(s) are being proposed.

DO NOT INCLUDE ANY COST IN THE TECHNICAL RESPONSE

D. Format of the Cost Proposal

The Commonwealth of Kentucky is Tax Exempt. Do not include Federal Excise Tax, Kentucky Sales or Use Tax in proposed costs.

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

1. A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor. In addition, the Offeror is prohibited from making multiple proposals in a different form.

Should conflict of interest be detected any time during the contract, the contract shall be null and void and the Contractor shall assume all costs of this project until such time that a new Contractor is selected.

Vendor should complete the following certified statement and submit it with Cost Proposal.

I, _____, representing _____
(print name) (Company name)

certify that the price in this proposal was arrived without any conflict of interest, as described above.

Signature / Date

2. The Vendor should provide its costs for the proposed solution/system on Attachment B, Cost Proposal Form. **PLEASE PROVIDE AN ITEMIZED LIST OF THE PROPOSED COST ON A SEPARATE SHEET OF PAPER.**

Cost

Level Beds and Per Diem

The Commonwealth shall pay the following:

Level Beds	Per Diem Per Day
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

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

SECTION 7 –PROPOSAL EVALUATION

The Commonwealth shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The Commonwealth may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The Commonwealth reserves the right to reject all proposals.

The Commonwealth has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the Offeror.

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor.

Technical and Cost 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 may 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 8 –PROPOSAL SUBMISSION CHECKLIST

- ☐ TRANSMITTAL LETTER
- ☐ REPORT OF PRIOR VIOLATIONS OF TAX AND EMPLOYMENT TAXES FORM
- ☐ REVENUE FORM 10A100 "STATE VENDOR ELIGIBILITY REQUEST FORM
- ☐ CERTIFICATE OF AUTHORITY (REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY)
- ☐ REQUIRED AFFIDAVIT(S)
- ☐ SIGNED AND COMPLETED SOLICITATION
- ☐ LATEST ADDENDUM SIGNED
- ☐ EEO FORMS IF APPLICABLE
- ☐ PROPOSED SOLUTION (TECHNICAL UNDER SEALED COVER)
- ☐ PROPOSED SOLUTION (COST UNDER SEPARATE SEALED COVER)

SECTION 9 –ATTACHMENTS

Attachments indicated below may be downloaded by accessing the "Attachment" link found on the Solicitation Details View page where this RFP was downloaded. Once the Attachment link is accessed, select the file name you wish to download, and select the "Download Attachment" hyperlink. For assistance with downloading these attachments please contact the Commonwealth Buyer.

ATTACHMENT A – This RFP Document
ATTACHMENT B – Cost Proposal Form
ATTACHMENT C – Report of Prior Violations of Tax and Employment Laws
ATTACHMENT D – Affidavits
ATTACHMENT E – Secretary's Order 11-004
ATTACHMENT F – Vendors Question Form

