

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
INSTITUTIONS DIVISION

MARCH 18, 2016

ADDENDUM A
TO
RFP No.: PSD 16-ID/MB-32

**A Multi-Custody Level Correctional Facility
for the
Confinement, Care and Custody of Hawaii Male Offenders**

The following are questions received as a result of the orientation meeting held on March 11, 2016:

Question No. 1: General Conditions, Paragraph 3.2 Subcontracting - This section provides in part that no work or services shall be subcontracted or assigned without the prior written approval of the State.

Please confirm this requirement pertains only to subcontractors performing an entire major area of potential operational management (*e.g.*, food service, medical services, commissary, etc.) and does not include more routine subcontractors subject to perform minor services in the facility (*e.g.*, pest control, waste management services, etc.).

Response No. 1: Yes, this applies only to entire area(s) of potential operational management.

Question No. 2: Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree that the Contractor may subcontract or assign the Agreement, in whole or in part, to an affiliate of Contractor, such that no further approval is required?

Response No. 2: Yes.

Question No. 3: Page 1-10, Section 1.22, General and Special Conditions of Contract - This section provides that Special Conditions may be imposed by the State Purchasing Agency, as deemed necessary. Please confirm that any additional terms will be subject to the Applicant's review and approval.

Response No. 3: Yes.

Question No. 4: Page 1-11, Section 1.22, Termination - This section of the RFP provides that the State will provide at least 90 days' notice prior to terminating the contract. Section 4.2 and 4.3 of the General Conditions indicate that the State may terminate the contract upon only ten days' notice. Will the RFP termination provision take precedence over Sections 4.2 and 4.3 of the General Conditions?

Response No. 4: Page 1-11, Section 1.22, Termination – Provision for Ninety (90) days prior written notice from the State shall take precedence.

Question No. 5: Page 1-11, Section 1.22, Termination - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, and in the interest of fairness, will the Department agree to allow the Contractor the right to terminate the Contract for convenience with 180 days' notice?

Response No. 5: Yes, the Contractor shall provide One Hundred Eighty (180) calendar days prior written notice to the State to exercise its right to terminate the contract for convenience.

Question No. 6: Page 2-12, Section 2.4, paragraph A(3)f. - This section indicates that Hormone therapy shall be provided to transsexual inmates at no cost. Will the Department agree to revise this section to be consistent with other sections of the RFP (p. 3-9, paragraph F) and with Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, which provide that such therapy shall be provided at the inmate's expense and only to inmates authorized by the State?

Response No. 6: "Hormone therapy shall be provided to transsexual inmates at no cost to the patient/inmate. The State shall cover these costs.

Question No. 7: Pages 2-13 and 2-14, Section 2.4, paragraph A(6) (Also p. 3-10, § 3.5A and p. 4-12, §4.3.B.6) Cost - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree to reimburse the Contractor for the hourly security costs incurred beginning on the sixth day of any cancer hospitalization?

Response No. 7: Yes.

Question No. 8: Pages 2-13 and 2-14, Section 2.4, paragraph A(6) (Also p. 3-10, § 3.5A and p. 4-12, §4.3.B.6) Cost - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree to reimburse the Contractor for the hourly security costs

incurred beginning on the 15th day that an inmate is hospitalized for any reason other than cancer treatment?

Response No. 8: Yes.

Question No. 9: Pages 2-13 and 2-14, Section 2.4, paragraph A(6) (Also p. 3-10, § 3.5A and p. 4-12, §4.3.B.6) Cost - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department be responsible for the cost of immunizations?

Response No. 9: Yes.

Question No. 10: Pages 2-13 and 2-14, Section 2.4, paragraph A(6) (Also p. 3-10, § 3.5A and p. 4-12, §4.3.B.6) Cost - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department be responsible for the cost of preventive screenings?

Response No. 10: Yes

Question No. 11: Pages 2-13 and 2-14, Section 2.4, paragraph A(6) (Also p. 3-12, §3.5A(6) and p. 4-12, §4.3.B.6.f) Cost - Consistent with, paragraph III.A.(3)c. on page 2-11, will the Department agree to include eyeglasses among the health care related items that inmates may be required to pay for?

Response No. 11: Yes.

Question No. 12: Pages 2-13 and 2-14, Section 2.4, paragraph A.(6) (Also p. 3-11, §3.5A(5) and p. 4-12, §4.3.B.6.d) Cost - Will the Department agree to revise subparagraph e. to read as follows?

"The State shall be responsible for Inmate workline wages provided that the Applicant follows the State's workline wage rate, which is currently of \$.25 per hour for all jobs. Any additional wages shall be the responsibility of the Applicant."

Response No. 12; Yes.

Question No. 13: Page 2-15, Section 2.4, paragraph B Management Requirements - Decisions concerning the removal of key personnel are made for a variety of reasons, including the personal reasons of the individual involved. Will the Department agree that the Department's approval is not required prior to the removal of any key personnel, as long as the Contractor gives the Department reasonable notice under the circumstances of the change?

Response No. 13: Yes.

Question No. 14: Page 2-15, Section 2.4, paragraph B Management Requirements - Will the Department agree that under certain circumstances, substitute personnel may be used on an interim basis prior to receiving the State's approval as long as a resume of individual who is filling the key position on an interim basis has been forwarded to the State for approval?

Response No. 14: Yes.

Question No. 15: Page 2-15, Section 2.4, paragraph B Management Requirements - Will the Department agree that the State shall not unreasonably withhold approval of the Contractor's substitute or replacement key personnel?

Response No. 15: Yes

Question No. 16: Page 2-15, Section 2.4, paragraph B Management Requirements - This section provides that "Personnel changes that are not approved by the State may be grounds for the Applicant's termination." Please confirm that this provision applies only to substitution for or replacement of key personnel. Will the State agree to revise the third sub-paragraph to read as follows?

"The State shall have the right, and the Applicant will comply with any request, to remove any key personnel from all work on this project effective immediately upon notification by the State if the key personnel is not complying with the terms of this contract."

Response No. 16: Yes

Question No. 17: Page 2-16, Section 2.4, paragraph 1.c. Management Requirements/Personnel – Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree to revise the first sentence of this sub-paragraph to read as follows?

"Have provided correctional staff with a minimum 160 hours of basic correctional training within 3 months of employment at the Facility, and provide a minimum of 40 hours of annual supplemental correctional training."

Response No. 17: Yes

Question No. 18: Page 2-17, Section 2.4.B.2, the RFP requests Offerors' Policy and Procedures Manuals on CD-ROM; may the offerors also provide their Audited Financial Statements on a CD in .pdf format rather than in hard copy format? May that CD be the same CD that the Offeror's Policies and Procedures Manual is on?

Response No. 18: Yes.

Question No. 19: Page 4-12 states that the maximum number of points allocated to cost is 20 points. However, pages 4-1 and 4-13 list the possible points for cost as 25 points. Please clarify.

*Response No. 19: The maximum points allocated to cost is **25** points.*

Department of Public Safety
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Director