

State of Hawaii  
Department of Public Safety  
Institutions Division  
Mainland/Federal Detention Center Branch

## **Addendum A**

**March 23, 2011**

**To**

**Request for Proposals**

**RFP No.: PSD 11-ID/MB-19**  
**A MULTI-CUSTODY LEVEL CORRECTIONAL FACILITY**  
**FOR**  
**THE CONFINEMENT, CARE AND CUSTODY**  
**OF**  
**HAWAII MALE OFFENDERS**  
Date Issued: March 1, 2011

March 23, 2011

**ADDENDUM NO. A**

To

**REQUEST FOR PROPOSALS  
A MULTI-CUSTODY LEVEL CORRECTIONAL FACILITY FOR  
THE CONFINEMENT, CARE AND CUSTODY  
OF  
HAWAII MALE OFFENDERS  
RFP No.: PSD 11-ID/MB-19**

The Department of Public Safety, Institutions Division, Mainland/Federal Detention Center Branch is issuing this addendum to RFP Number: PSD 11-ID/MB-19, A MULTI-CUSTODY LEVEL CORRECTIONAL FACILITY FOR THE CONFINEMENT, CARE AND CUSTODY OF HAWAII MALE OFFENDERS for the purposes of:

- Responding to questions that arose at the orientation meeting of March 10, 2011 and written questions subsequently submitted in accordance with Section 1-V, of the RFP.
- Amending the RFP.
- Final Revised Proposals

The proposal submittal deadline:

- is amended to April 7, 2011.
- is not amended.
- for Final Revised Proposals is <date>.

Attached is (are):

- A summary of the questions raised and responses for purposes of clarification of the RFP requirements.
- Amendments to the RFP.

Details of the request for final revised proposals.

If you have any questions, contact:

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Responses to Question Raised by Applicants  
For RFP No.: PSD 11-ID/MB-19, A MULTI-CUSTODY LEVEL CORRECTIONAL  
FACILITY FOR THE CONFINEMENT, CARE AND CUSTODY  
OF  
HAWAII MALE OFFENDERS

1. The RFP states that offerer's are to submit eight hard copies of their proposal. Is it correct that eight (8) copies are inclusive of one (1) original and seven (7) copies?

*Response: Yes, One original and Seven Copies.*

2. Considering that the facility's Policy and Procedures Manuals are voluminous in length, will the State allow offerors to submit one (1) hard copy of their Policy and Procedures Manual in order to conserve paper?

*Response: Yes, one hardcopy and four CD's with electronic copies.*

3. Pg. 1 -1 1 , Section 1 , paragraph XXI. (5) Subcontracting and General Condition, paragraph 3 .2. These sections provide in part that no work or services shall be subcontracted or assigned without the prior written approval of the State. Please confirm these provisions pertain 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: Yes, this pertains to only subcontractors performing an entire major area of operational management such as Food Service, Medical Services, Commissary, Treatment Services, etc. This section does not pertain to routine subcontractors that perform minor services in the facility such as Pest Control and Waste Management Services.*

4. Pg. 1-12, XXII. Cost Principles cites Form SPO-H-201. We were unable to locate this form on the referenced website; neither do we see it listed on the Proposal Application Checklist under Section 5 of the RFP. Please clarify if this form should be completed and, so, where it may be located.

*Response: Information regarding cost principles may be viewed at <http://hawaii.gov/spo/spoh/for-private-providers/forms-and->*

*instructions-for-private-providers-  
applicants/costprinciples.PDF*

5. Pg. 1-12, Section 1, paragraph XXI. (1 1) Termination, 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: The State will provide at least 90 days notice prior to terminating the contract.*

6. Pg. 1-12, Section 1, paragraph XXI. (1 1) Termination. Will the Department agree to allow the Contractor the right to terminate the Contract for convenience with 120 days notice?

*Response: No, if the Contractor terminates its contract for convenience, the Department requires at least 180 days notice as the State will need time to prepare and issue a new RFP to establish a new contract.*

7. Pg. 2-5, Section 2, paragraph III.A.(1)n. Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the State continue to reimburse the Contractor for inmate pay/workline wages?

Response: The Department will reimburse the Contractor for inmate pay/workline wages that is consistent with the current workline pay scale in Hawaii's correctional facilities.

8. Pg. 2-10, Section 2, paragraph III. A. (5) Transportation. Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree that if an inmate is transferred between the Contractor's facilities upon the written request of the Department, the State will be responsible for the related transportation costs?

*Response: The Department will assume responsibility for the related transport costs if the Department requests to have an inmate transferred between the Contractor's facilities.*

9. Pg. 2-10, Section 2, paragraph III. A. (6)a. 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: The Department will reimburse the Contractor for the hourly security costs incurred beginning on the 6<sup>th</sup> day of any cancer hospitalization.*

10. Pg. 2- 1 1 , Section 2, paragraph III. A. (6)e. Cost and Page 3- 1 0, Section 3 , paragraph VII. E. Consistent with paragraph III.A. (3)c. on page 2-8, will the Department agree to add new subparagraphs 2.III. A. (6)e. 5) and 3 .VII. E. 5) to include eyeglasses among the health care related items that inmates may be required to pay for?

*Response: Refer to Page 2-8, Section 3 "Health Care", Subsection c "Optometric Care". The Contractor is expected to provide the eyeglasses at the State's expense provided that the State approves of the purchase and the Inmate agrees in writing to reimburse the State for the cost. The eyeglasses shall be limited to a small number of basic generic styles.*

*To be consistent, the Department agrees to add new subparagraphs to include eyeglasses to this list of what inmates may be required to pay for.*

11. Pg. 2-12, Section 2, paragraph III.B(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 three (3) months of employment at the Facility, and provide a minimum of 40 hours of annual supplemental correctional training."

*Response: The Department agrees to revise the first sentence of this sub-paragraph to clarify that correctional staff will be provided a minimum 160 hours of basic correctional training within three (3) months of employment at the Facility.*

12. Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the commingling of Hawaii inmates with inmates from other jurisdictions be permitted within the contract facility?

*Response: Commingling of inmates from different jurisdictions shall be permitted but no inmates from different jurisdictions shall be housed in the same cell.*

13. Pg. 2-12, Section 2, paragraph III.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: The Department agrees that its approval is not required prior to the removal of any key personnel as long as the Contractor gives the Department reasonable notice.*

14. Pg. 2-12, Section 2, paragraph III.B Management Requirements. Will the Department agree that under certain circumstances, substitute personnel may be used on an interim basis prior to receiving the CA's approval as long as a resume of individual who is filling the key position on an interim basis has been forwarded to the CA for approval?

*Response: The Department agrees that under certain circumstances, substitute personnel may be used on an interim basis provided that a resume of that individual who is filling the key position on an interim basis has been forwarded to the CA for approval.*

15. Pg. 2-12, Section 2, paragraph III.B Management Requirements. Will the Department agree that the CA shall not unreasonably withhold approval of the Contractor's substitute or replacement key personnel?

*Response: The Department agrees that the CA shall not unreasonably withhold approval of the Contractor's substitute or replacement key personnel.*

16. Pg. 2-12, Section 2, paragraph III.B Management Requirements. This section provides that "Personnel changes that are not approved by the CA may be grounds for the Applicant's termination." Please confirm that this provision applies only to key personnel.

*Response: This provision applies only to key personnel.*

17. Pg. 2-12, Section 2, paragraph III.B Management Requirements. This section provides that "The State shall have the right, and the Applicant will comply with any request, to remove any personnel from all work on this project effective immediately upon notification by the State." Will the State agree that requests made pursuant to this provision will not be made arbitrarily and that the Contractor will have an opportunity to appeal any such request with which the Contractor disagrees?

*Response: The State agrees that all requests will not be made arbitrarily and the Contractor will have an opportunity to appeal any such request with which the Contractor disagrees.*

18. Pg. 3-7, V.F. Hormone Therapy, states that such therapy "shall be provided at the inmate's expense and only to inmates authorized by the State." Please advise what are the intended circumstances involved and scope of therapy for this requirement.

*Response: The Department provides the initial authorization for any inmate on hormone therapy upon intake. If an inmate is on hormone therapy while he was out in the community, he will remain on hormone therapy while he is in prison at his expense. There are Departmental guidelines that make the inmate ineligible to continue hormone therapy while in prison and it is the responsibility of the Department to make those decisions.*

19. Pg. 4-3, III.B.1)g. Experience and Qualifications. This section specifies the allocation of points awarded for a facility's rated capacity based on a maximum of 1,800 beds to less than 1,399 beds. The RFP's General Requirements section (pg. 2-2, II.A.3) states that the facility "shall have a rated capacity of no less than 1,800 beds in one location..." Please clarify.

*Response: The maximum points awarded will be given to a larger facility that has the rated capacity of 1,800. Any facility with a lower rated capacity will still be considered but will receive less points in this section.*