

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

PROCUREMENT NOTICE DATE: June 29, 2021

**REQUEST FOR PROPOSAL
No. PSD 22-ID/MB-02**

SEALED PROPOSALS
FOR

**PRISON CONTRACT COMPLIANCE MONITORING SERVICES
FOR
SAGUARO CORRECTIONAL CENTER, ELOY, ARIZONA
& OUT OF STATE FACILITIES THAT PROVIDE CONFINEMENT, CARE
AND CUSTODY OF HAWAII INMATES**

WILL BE RECEIVED UP TO 2:00 P.M. (HST)

ON

AUGUST 2, 2021

MAILED TO THE DEPARTMENT OF PUBLIC SAFETY, ADMINISTRATIVE SERVICES
OFFICE—PROCUREMENT AND CONTRACTS, 1177 ALAKEA STREET, HONOLULU,
HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MR. MARC S.
YAMAMOTO, TELEPHONE (808) 587-1215, FACSIMILE (808) 587-1244 OR E-MAIL AT
PSD.BIDS@hawaii.gov.

Max N. Otani, Director
Department of Public Safety

Name of Company

June 29, 2021

**REQUEST FOR PROPOSALS
FOR
PRISON CONTRACT COMPLIANCE MONITORING SERVICES
FOR
SAGUARO CORRECTIONAL CENTER, ELOY, ARIZONA
& OUT OF STATE FACILITIES THAT PROVIDE CONFINEMENT, CARE AND CUSTODY OF
HAWAII INMATES
RFP No. PSD 22-ID/MB-02**

The Department of Public Safety, Institutions Division, Mainland Branch, is requesting proposals from qualified Applicants to secure the services of a person(s) or firm to provide on-site compliance monitoring services of the department's contract with Core Civic (formerly Corrections Corporation of America) for private prison services currently located at the Saguaro Correctional Center in Eloy, Arizona and any other out-of-state facilities that provide confinement, care and custody of Hawaii inmates. The contract term will be for a twenty-four month period beginning on September 1, 2021, or the start date on the Notice to Proceed, with possible extensions, as mutually agreed upon by both parties, for an additional three (3) twelve months or portions thereof. Funding for this contract will be allocated from the State's Fiscal Year 2022-24 funds, and approximately \$70,000.00 to \$80,000.00 each year of funding is available for this RFP.

The Administrative Services Office—Procurement and Contracts will conduct a non- mandatory orientation on July 6, 2021 from 9:00 a.m. to 10:00 a.m. HST, or upon its adjournment, via an online Zoom meeting. All prospective applicants are encouraged to attend the orientation. The link to the meeting is

<https://zoom.us/j/93031987360?pwd=KzZsbG1vc28yRTI5emFaVXVmTUJvdz09>

Meeting ID: 930 3198 7360

Passcode: 3M6N8C

The deadline for submission of written questions is 4:30 p.m., HST, on July 12, 2021. All written questions will receive a written response from the State on or about July 16, 2021.

Proposals (submitted as four (4) separate flash drives) shall be accepted no later than **August 2, 2021, 2:00 pm, HST**, at the Department of Public Safety, Administrative Services Office – Procurement and Contracts Section, 1177 Alakea Street, Honolulu, Hawaii 96813. The proposal and copies must be physically received by our office prior 2:00 pm, HST deadline, **NOT** postmarked.

Proposals received after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

Inquiries regarding this RFP should be directed to the RFP contact person, Mr. Marc Yamamoto via email: PSD.BIDS@hawaii.gov.

PSD 22-ID/MB-02

Bid Submittal Format

The proposals shall be in an electronic format, on a flash drive (4 separate flash drives) mailed to the Department of Public Safety, Procurement and Contracts Office, 1177 Alakea Street, Honolulu, Hawaii 96813 (Attn: Marc Yamamoto). The applicant bears full responsibility for assuring that the documents contained within the flash drive are complete, correctly formatted, and legible. There will be no allowances for re-submittal after the due date of proposals if flash drives are received damaged, or contents are not readable. Applicants are encouraged to submit flash drive proposals early, and may send an email to PSD.BIDS@hawaii.gov to confirm receipt.

RFP Table of Contents

Section 1 Administrative Overview

	Terms and Acronyms Used in This RFP	1-1
I.	Authority	1-1
II.	RFP Organization	1-1
III.	Contracting Office	1-2
IV.	Procurement Timetable	1-3
V.	Pre-Proposal Conference	1-3
VI.	Submission of Questions	1-4
VII.	Submission of Proposals	1-4
VIII.	Discussions with Applicants	1-5
IX.	Opening of Proposals	1-5
X.	Priority-Listed Applicants	1-5
XI.	Additional Materials and Documentation	1-5
XII.	RFP Amendments	1-6
XIII.	Best and Final Offers	1-6
XIV.	Cancellation of Request for Proposals	1-6
XV.	Costs for Proposal Preparation	1-6
XVI.	Rejection of Proposals	1-6
XVII.	Method of Award	1-6
XVIII.	Protests	1-9
XIX.	Availability of Funds	1-10
XX.	General and Special Conditions of the Contract	1-10

Section 2 – Service Specifications

I.	Introduction	2-1
A.	Overview, Purpose or Need	2-1
B.	Description of the Goals of the Service	2-1
C.	Description of the Target Population to be Served	2-1
D.	Geographic Coverage of Service	2-2
II.	General Requirements	2-2
A.	Minimum Qualifications or Requirements including but not limited to Licensure or Accreditation	2-2
B.	Multiple or Alternate Proposals	2-3
C.	Single or Multiple Contracts to be Awarded	2-3
D.	Single or Multi-Term Contracts to be Awarded	2-3
E.	RFP Contact Person	2-3
F.	Contract Administrator	2-4
III.	Scope of Work	2-4
A.	Compliance Monitoring Instructions & Other Resources	2-4
B.	Scheduled Services	2-5
C.	Written Reports	2-5
D.	Modification of Contractual Audit Compliance Checklist	2-5
E.	Inspection of Other Correctional Facilities That May House Hawaii Inmates	2-6
F.	Responsibilities of PSD	2-6
G.	Optional Services	2-6

H.	Invoicing	2-6
I.	Payment	2-6

Section 3 – Proposal Instructions

General Instructions for Completing Proposals.....	3-1
I. Applicant’s Authority to Submit an Offer.....	3-1
II. Required Review	3-1
III. Proposal Preparation Costs.....	3-2
IV. Tax Liability	3-2
V. Property of the State.....	3-2
VI. Exceptions.....	3-2
VII. Proposal Objectives.....	3-2
VIII. Proposal Forms.....	3-3
IX. Proposal Contents.....	3-3
1. Offer Form OF-1.....	3-3
2. Experience and Qualifications.....	3-3
3. Technical Proposal	3-5
4. Pricing.....	3-5
X. Receipt and Register of Proposals.....	3-6
XI. Best and Final Offer (BAFO).....	3-6
XII. Modification Prior to Submittal Deadline or Withdrawal of Offers.....	3-6
XIII. Mistakes in Proposals.....	3-6

Section 4 – Proposal Evaluation Criteria

I	Introduction.....	4-1
II	Evaluation Process.....	4-1
III	Evaluation Criteria	4-2
A.	Phase 1 – Evaluation of Proposal Requirements	4-2
B.	Phase 2 – Preliminary Evaluation of Proposal Application to Establish Priority-Listed Applicants.....	4-2
C.	Phase 3 – Presentation by Priority-Listed Applicant.....	4-4
D.	Phase 4 – Final Evaluation.....	4-4
E.	Phase 5 – Recommendation for Award.....	4-5

Section 5 – Attachments

Attachment A:	Sample Proposal Application Table of Contents
Attachment B:	Offer Form OF-1
Attachment C:	Offer Form OF-2 Pricing

Section 6 – Appendices

Appendix A:	Contractual Agreement with CoreCivic (formerly known as CCA)
-------------	--

Section 1

Administrative Overview

Section 1

Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the Applicant to understand the requirements of each RFP.

TERMS AND ACRONYMS USED IN THIS RFP

Procurement Officer	=	Director of the State of Hawaii, Department of Public Safety, 1177 Alakea Street, Honolulu, Hawaii 96813.
ACA	=	American Correctional Association.
CC	=	CoreCivic (formerly known as Corrections Corporation of America – CCA)
SCC	=	CoreCivic Saguaro Correctional Center.
Inmate / Offender	=	State of Hawaii Inmates.
CA	=	Contract Administrator
Offeror / Applicant	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.
STATE	=	State of Hawaii.
PSD	=	Department of Public Safety.
ASO/PC	=	Administrative Services Office, Procurement and Contracts Unit, 1177 Alakea Street, Honolulu, Hawaii 96813.
BAFO	=	Best and Final Offer.
HAR	=	Hawaii Administrative Rules.
HRS	=	Hawaii Revised Statutes.
RFP	=	Request for Proposals.
GC	=	General Conditions Form AG-008 Revised 10/17/2013 by the Department of the Attorney General. Viewable at: http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf
GET	=	General Excise Tax.

I. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), **Chapter 103D** and its administrative rules. All prospective Applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Applicant shall constitute admission of such knowledge on the part of such prospective Applicant.

II. RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview—Provides Applicants with an overview of the procurement process.

Section 2, Service Specifications—Provides Applicants with a general description of the tasks to be performed, delineates Applicant responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions—Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation—Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments—Provides Applicants with information and forms necessary to complete the application.

Section 6, Appendices—Provides Applicants with additional information necessary to complete the proposal.

III. Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing Contractor performance. The Contracting Office is:

Marc Yamamoto

Department of Public Safety

Administrative Services Office—Procurement and Contracts

1177 Alakea Street

Honolulu, Hawaii 96813

Telephone: (808) 587-1215

Facsimile: (808) 587-1244

E-mail PSD.BIDS@hawaii.gov

The **Contract Administrator (CA)** for this contract shall be the Mainland Branch Administrator or authorized designee, telephone number is (808) 837-8020.

IV. Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing RFP	June 29, 2021
Distribution of RFP	June 29, 2021
Pre-Proposal Orientation Conference	July 6, 2021, 9:00 a.m. H.S.T.
Deadline for submission of written questions for written responses	July 12, 2021, 4:30 p.m., H.S.T.
PSD's response to Applicants' written questions	July 16, 2021
Proposal submittal deadline	August 2, 2021 2:00 p.m., H.S.T.
Proposal evaluation period	August 3 to August 13, 2021
Determine priority-listed Applicants, and discussion, if needed	TBD
Best and Final Offer (optional)	TBD
Contractor selection	August 16, 2021
Notice of Award	August 20, 2021
Contract start date	September 01, 2021

V. Pre-Proposal Conference

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

The pre-proposal conference will be held as follows:

Date: July 6, 2021 **Time:** 9:00 A.M., H.S.T.
Location: Zoom meeting.

Topic: Request for Proposals no. PSD 22-ID/MB-02
Time: Jul 6, 2021, 9:00 A.M. Hawaii Standard Time (HST)

Join Zoom Meeting

<https://zoom.us/j/93031987360?pwd=KzZsbG1vc28yRTl5emFaVXVmTUJvdz09>

Meeting ID: 930 3198 7360

Passcode: 3M6N8C

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the PSD's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the PSD's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the next paragraph (VI. Submission of Questions).

VI. Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP, and must be submitted by the due date specified below. All written questions will receive a written response from the PSD.

Deadline for submission of written questions:

Date: July 12, 2021 **Time:** 4:30 p.m. HST

The State will respond to Applicant written questions through Addenda/Amendments by the date specified below:

Date: July 16, 2021

VII. Submission of Proposals

Applicants shall follow the format specified in Section Three and contain the following:

1. **Table of Contents** – A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
- A. **Program Specific Requirements** – Additional program specific requirements are included in Sections 2 and/or 3, Service Specifications and the Proposal Application Instructions, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist.
- B. **Multiple or Alternate Proposals** – Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and a Applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the Applicant.
- C. **Proposal Submittal** – Proposals must be received by the date and time designated. Any proposal post-marked or received after the designated date and time shall be rejected.

Proposals submitted shall be submitted on FOUR (4) flash-drive in PDF or word document. Facsimile, or e-mailed transmissions of a proposal is not acceptable and shall be rejected.

The proposals shall be in an electronic format, on a flash drive (4 separate flash drives) mailed to the Department of Public Safety, Procurement & Contracts Office, 1177 Alakea Street, Honolulu, Hawaii 98613, Attn: Marc Yamamoto. The applicant bears full responsibility for assuring that the documents contained within the flash drive are complete, correctly formatted, and legible. There will be no allowances for re-submittal after the due date of proposals if flash drives are received damaged, or contents are not readable. Applicants are encouraged to submit flash drive proposals early, and may send an email to PSD.BIDS@hawaii.gov to confirm receipt.

- D. **Wages and Labor Law Compliance** – Before a Contractor enters into a service contract in excess of \$25,000, the Contractor shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS may be obtained from the Hawaii State Legislature website at <http://www.capitol.hawaii.gov/>. Or go directly to:
http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm
- E. **Confidential Information** – If an Applicant believes any portion of a proposal contains information that should be withheld as confidential, the Applicant shall request in writing nondisclosure of designated proprietary data to be confidential

and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

VIII. Discussions with Applicants

A. Prior to Submittal Deadline. Discussions may be conducted with potential Applicants to promote understanding of the purchasing agency's requirements.

B. After Proposal Submittal Deadline – Discussions may be conducted with the priority-listed Applicants (refer to Section 1, paragraph X – Priority-Listed Applicants), but proposals may be accepted without discussions.

IX. Opening of Proposals

Upon receipt of proposal by the PSD at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and time-stamped. All documents so received shall be held in a secure place by the PSD and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded.

X. Priority-Listed Applicants

The evaluation committee will review and score the proposals on a preliminary basis. Up to three (3) of the highest scoring proposals will be designated as priority-listed Applicants. Only those designated as priority-listed Applicants shall be eligible to deliver oral presentations, and/or host a site visitation of the proposed facility, if requested.

XI. Additional Materials and Documentation

Upon request from the PSD, each Applicant shall submit any additional materials and documentation reasonably required by the PSD in its evaluation of the proposals.

XII. RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

XIII. Best and Final Offers

The Applicant's Best and Final Offer (BAFO), *as applicable* to this RFP, must be received by the date and time specified by the PSD. Any final revised proposal post-

marked or received after the designated date and time shall be rejected. If a final revised proposal is not submitted, the previous submittal shall be construed as their final revised proposal. *The Applicant shall submit only the section(s) of the proposal that are amended.* After final revised proposals are received, final evaluations will be conducted for an award.

XIV. Cancellation of Request for Proposal

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, if it is determined to be in the best interest of the State.

XV. Costs for Proposal Preparation

Any costs incurred by Applicants in preparing and/or submitting a proposal are the Applicants' sole responsibility.

XVI. Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

XVII. Method of Award

Award, if made, will be to the responsive, responsible Offeror receiving the highest evaluation score and deemed in the best interest of the State.

REQUIREMENT FOR AWARD:

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE. For all other Offerors, registering on HCE is recommended but not mandatory. Valid hardcopies of the tax clearance, LIR #27 and Certificate of Good Standing are acceptable.

To facilitate award it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

Hawaii Compliance Express. The Hawaii Compliance Express (HCE), allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310©, HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

Alternatively, for Offerors who elect not to register on Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying to paper certificates at the various state agencies as follows:

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, all awarded Offerors shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the PSD-ASO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2012) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-4242
1 (800) 222-3229
IRS: (808) 566-2748

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 524-5950

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the PSD-ASO. However, the tax clearance certificate shall be submitted to the PSD-ASO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Pursuant to §103D-31 O©, HRS, all awarded Offerors shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the PSD-ASO. A photocopy of the certificate is acceptable to the PSD-ASO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form UR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the PSD-ASO.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the PSD-ASO. However, the certificate shall be submitted to the PSD-ASO.

Compliance with Section 1030-310©, HRS, for an entity doing business in the State.

All awarded Offerors shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the PSD-ASO. A photocopy of the certificate is acceptable to the PSD-ASO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractors registered on the HCE are required to submit a valid "Certificate of Vendor Compliance" for final payment of the contract.

Contractors not electing to register on HCE, are required to submit a valid tax clearance and an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.hawaii.gov/spo. Select "Forms for Vendors/Contractors" from the Procurement of Goods. Services. & Construction – Chapter 103D. HRS, menu.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the PSD-ASO as soon as possible. If a valid certificate is not submitted on a timely basis as required by the Procurement Officer for award of a contract, an offer otherwise responsive and responsible may not receive the award.

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within ninety (90) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the ninety day period.

NOTICE OF AWARD

A notice of award shall be provided to all APPLICANTS by mail upon completion of the evaluation of proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

XVIII. Protests

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award(s), if any, resulting from this solicitation shall be posted on the DAGS-SPO website at:

<http://www.spo.hawaii.gov/>

Select "Awards" link

Click on to link for "Contracts for Goods, Services and Construction"

Click on link for "Invitation for Bids (IFB)"

Click on link "Search"

Select "Invitation for Bids" at Method Drop-down box.

Select "Public Safety" at Department Drop-down box.

Click "Search" Button

Awards for solicitations posted will be shown.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Director, Department of Public Safety, 919 Ala Moana Boulevard, 4th Floor, Honolulu, Hawaii 96814.

Head of State Purchasing Agency	Procurement Officer
Name: Max Otani	Name: Teresita Fernandez, BMO
Title: Director	Title: Business Management Officer
Mailing Address: Department of Public Safety 1177 Alakea Street Honolulu, Hawaii 96813	Mailing Address: Department of Public Safety Administrative Services Office 1177 Alakea Street Honolulu, Hawaii 96813
Business Address: same	Business Address: same

XIX. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

Funding for this contract will be allocated from the State's Fiscal Year 2022-24 funds, and approximately \$70,000.00 to \$80,000.00 each year of funding is available for this RFP.

XX. General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. (See Section 5, Proposal Application Checklist for the address). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

(1) ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions prior to the execution of the selection. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

(2) OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be within ninety (90) calendar days after the opening of proposals. Prices quoted by the Applicant shall remain firm for the ninety (90) day period.

(3) INSURANCE REQUIREMENTS

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	Bodily Injury and Property Damage – Per Occurrence Limit \$ 1,000,000 per occurrence \$ 2,000,000 aggregate

Automobile Liability

\$ 1,000,000 per accident

Each insurance policy required by this contract, including any subcontractor's policy, shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire selection term, including all extended periods if exercised.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this agreement have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this agreement, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

(4) CONTRACT EXECUTION

The successful Applicant receiving an award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Contractor and, if applicable, of all of Contractor's subcontractors.

No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date stated on the Notice To Proceed.

If the option to extend for each twelve-month period or portion thereof, is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for each extended period.

(5) SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the Procurement Officer. No subcontract shall under any circumstances relieve the Contractor of its obligations and liability under this agreement with the State. All persons engaged in performing the work specified herein shall be considered employees of the Contractor.

(6) CHANGES – UNANTICIPATED AMENDMENTS

During the course of the Contractor's term, the Contractor may be required to perform additional work that will be within the general scope of the agreement. When additional work is required, the CA will provide the Contractor a written description of the additional work and request that the Contractor submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

The Contractor will not commence additional work until the CA or his/her authorized representative has issued a written modification to this agreement.

(7) MODIFICATIONS

The agreement may be modified only by written document signed by the procurement officer and the Contractor personnel authorized to sign modifications on behalf of the Contractor.

(8) CONTRACT INVALIDATION

If any provision of this selection is found to be invalid, such invalidation will not be construed to invalidate the entire agreement.

(9) INSPECTION & MODIFICATIONS – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Contractor is responsible for the completion of all work set out in their proposal and this RFP. All work is subject to inspection, evaluation, and approval by the CA. The State may employ all reasonable means to ensure that the work is being performed in compliance with their proposal and this RFP. Should the CA determine that corrections or modifications are necessary

in order to accomplish its intent, the CA may direct the Contractor to make such changes.

Substantial failure of the Contractor to perform the services required may cause the State to terminate the agreement with the Contractor. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek damages.

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this agreement shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with their proposal and this RFP, the Contractor shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

(11) TERMINATION

The State reserves and has the right, at any time during the term of the agreement, in its sole discretion, to terminate and cancel said agreement in the public interest or for the convenience of the State; provided, that the State gives the Contractor written notice of any cancellation or termination no less than ninety (90) calendar days prior to the effective date of such cancellation or termination. The Contractor's obligation under this agreement shall continue until the specified termination date.

Section 2

Service Specifications

Section 2

Service Specifications

I. Introduction

A. Overview, purpose or need

The purpose of this RFP is secure the services of a Contractor to provide on-site monitoring services of PSD's contractual agreement (Section six, Appendix A) with CoreCivic (CC), for private prison services at the CoreCivic Saguario Correctional Center (CC SCC) in Eloy, Arizona, and other facilities that house out-of-state Hawaii inmates.

Approximately 1,100 (or more) State of Hawaii inmates are housed in Eloy, Arizona. In order to adequately monitor CC's compliance with the terms and conditions of the contract and assure that appropriate conditions are being met and maintained for State inmates, the PSD is seeking the professional services of a qualified full-time on-site monitor at SCC.

The contract shall be for a period of thirty-six (36) months. Unless terminated, the Contractor and the State may extend the term of the contract for two (2) additional periods additional 12-month periods, or portions thereof, without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

B. Description of the goals of the service

The purpose of this RFP is to adequately monitor CC's compliance with the terms and conditions of PSD's contractual agreement with CC, and assure that appropriate conditions are being met and maintained for State inmates. The objective of contract monitoring is to ensure contractor compliance with applicable state and federal laws/regulations, PSD policies, and the terms of the contract.

C. Description of the target population to be served

The target population to be served is male inmates housed at SCC or other prison/federal facilities that houses Hawaii inmates as determined by the State in accordance with all applicable laws, including but not limited to those of the county, state and federal laws.

The criteria the State uses to determine the inmates qualification for this program are as follows:

- (1) Time left to serve on sentence;
- (2) Program refusal, non-clinical discharge, or misconducts incurred;
- (3) Parole violators with more than 12 months to serve;
- (4) No pending pretrial charges;

- (5) No medical or mental health conditions that may affect an inmate's ability to function within a normal range; and
- (6) Inmates that volunteer and have cleared all facility holds.

D. Geographic coverage of service

PSD's contractual agreement that covers the confinement, care and custody of State male inmates at the SCC in Eloy, Arizona and other prison or federal facilities that provide confinement, care and custody of Hawaii inmates. The Contractor will be on-site at the SCC facility monitoring the contract with SCC and when needed, to travel (at the State's expense) to other prison locations where Hawaii inmates are housed or to be housed.

II. General Requirements

A. Minimum qualifications or requirements, including but not limited to licensure or accreditation

The Applicant is expected to have extensive knowledge of and experience in federal and/or state correctional systems. The Applicant must include in the proposal information that demonstrates the necessary experience and expertise to provide services as required that meets the following minimum requirements:

- (1) At least five (5) years' experience directly managing (i.e. as a Warden or Superintendent or equivalent) federal, state and/or privately-managed correctional institutions (prison facilities) that housed Hawaii inmates that provide programs for inmates.
- (2) At least three (3) years' experience in monitoring and/or auditing institutional programs that report not only what and where the problems exist but that also include analysis of the effect of those problems on inmates and staff and the estimated collateral costs to PSD for contracting services.
- (3) Experience and knowledge of the ACA standards for Adult Correctional Institutions, 4th edition and the 2016 Supplemental Edition. http://www.aca.org/ACA_Prod_
- (4) Extensive knowledge of correctional facility operations, including security, safety and sanitation, food services, programming and inmate activities, and general management. Knowledge and experience in the management of correctional health care is desirable.
- (5) The Applicant shall comply with Section 1 – Administrative Overview, paragraph XXI – General and Special Conditions of the Contract, item (3) – Insurance Requirements.
- (6) All services provided in the proposal shall comply with all state and federal laws and constitutions.

- (7) The Applicant shall be a full-time contracted employee with the PSD working at the SCC facility and physically live within a one hour drive to the SCC facility.
- (8) The Applicant must be independent and have no "personal conflict of interest" with the current contracted entity CC. This is defined as a financial interest, personal activity, or relationship that could impair the Applicant's ability to act impartially and in the best interest of the State of Hawaii. If the Applicant possibly may have ties, they must disclose this information in the proposal, as well as demonstrate how this will not impact their impartiality, and how they will prevent future personal conflicts of interest in the performance of this contract. The Applicant must submit with proposal a statement that the Applicant is independent and has no conflict of interest ties to the entity they are monitoring.
- (9) The Applicant is prohibited to use of non-public information accessed through the performance of this contract. The Applicant, its employees, as well as subcontractors, must sign non-disclosure agreements.

B. Multiple or alternate proposals

☐ Allowed ☒ Unallowed

Alternate, or multiple proposals for this RFP shall not be accepted.

C. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

Criteria for multiple awards: Not applicable.

D. Single or multi-term contracts to be awarded

☐ Single term (\leq 2 yrs) ☒ Multi-term ($>$ 2 yrs.)

Contract terms:

Initial term of contract: Thirty-six (36) months beginning September 1, 2021, or the commencement date stated on the Notice to Proceed.

Length of each extension: Twelve (12) months.

Number of possible extensions: Two (2).

Conditions for extension: The contract may be extended if mutually agreed upon in writing prior to the expiration date of the contract.

E. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful Contractor or Contractors. Written questions should be submitted to the RFP contact person and received on or before the day and time specified in Section I, Item IV (Procurement Timetable) of this RFP.

Marc Yamamoto, Procurement and Contracts Staff
Department of Public Safety
Administrative Services Office
1177 Alakea Street
Honolulu, Hawaii 96813

Telephone: (808) 587-1215
Facsimile: (808) 587-1244

F. Contract Administrator (CA)

For the purposes of this contract, the Department of Public Safety's Mainland Branch Administrator, telephone number is (808) 837-8020, or authorized representative, is designated the Contract Administrator.

III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Compliance Monitoring Instrument and Other Resources - The awarded Contractor will be provided copies of the following information and must acquire a thorough knowledge of each:

- (1) PSD's contractual agreement with CC for private prison contract services at SCC;
- (2) Applicable PSD policies and procedures that are applicable to the contractual agreement with CC;
- (3) Access to applicable CC policies and procedures that govern the overall operations at SCC;
- (4) Applicable State statutes;
- (5) PSD's Mainland Contractual Audit Instrument;
- (6) Copies of past SCC audits; and
- (7) Remote access to PSD's Offendertrak system.

The Contractor will assist PSD in performing audits, assessments, analysis and reporting on the level of compliance of the SCC contracted services using PSD's Mainland Branch's Contractual Audit Instrument. Deficient areas will be addressed more frequently. The Contractor shall notify the Mainland Branch Administrator immediately by telephone, fax or email of critical (life, health/safety and security) issues found during the assessments.

In conducting the assessment, the Contractor shall also conduct interviews with appropriate facility staff and State inmates on any issue regarding the assessment.

A thorough detailed report of the monthly assessments will be completed quarterly, or as requested or scheduled by the Mainland Branch Administrator. In addition, the Contractor shall analyze the deficient areas to determine any potential liquidated damages that could be assessed against CC or SCC under the contractual agreement.

B. Scheduled Services –Scheduled services include:

- (1) Liaison between PSD and SCC on issues related to compliance with contractual agreements;
- (2) Daily on-site reviews (including unannounced reviews) of facility operations on all three shifts, staffing plans, mandatory posts, vacancies, overtime issues;
- (3) Immediate on-site review of all critical incidents including assaults, resulting in injury, riots, facility disturbances, and facility lockdowns. An oral report shall be provided to the Mainland Branch Administrator describing the critical incident and /or situation within 3 hours of arrival at the scene. A preliminary written report shall be filed with the Mainland Branch Administrator through email or fax within 24-hours of the incident, and additional reports shall be filed as appropriate.
- (4) Serves as a member of the PSD and CC's executive review team on critical incidents;
- (5) Follow-up on inmate-related complaints, grievances, investigations, or special reviews/projects as assigned by the Mainland Branch Administrator / designee, Institutions Division Administrator, or Deputy Director for Corrections or the Director;
- (6) Provide consultation services relevant to the PSD in any improvements or changes in its contractual agreements; and
- (7) Provide a detailed annual briefing in Hawaii to the Director and other selected officials on conditions at the facility and recommendation, if any, for improvement or changes that would enable the PSD to better fulfill the goals of the contract with prison operator.

The Contractor shall not have authority to make any decisions related to the operation of the private prisons. The Contractor will only gather and pass information and make recommendations between the PSD and CC.

C. Written Reports – Written reports and any assessments shall be electronic and in a format compatible with PSD's system and shall be submitted within three days of the completion of the assessment highlighting the concerns and issues found. Monthly summary reports shall also be submitted and include but not be limited to, statistics and narratives of the facility's activities and inmate population concerns or problems. A thorough detailed report of the monthly assessments with a copy of the completed Mainland Branch's Contractual Audit Instrument will be completed quarterly. In addition, the successful Applicant shall analyze the deficient areas to determine any potential liquidated damages that could be assessed against CC and SCC under the contractual agreement. Reports shall be submitted to the PSD Mainland Branch Administrator with a copy to the Institutions Division Administrator and the Deputy Director of Corrections.

D. Modification of Contractual Audit Instrument – The Contractor may determine that the audit instrument requires modifications during the contract term, and shall submit to the PSD a recommendation for such modifications. The PSD will make the final decision regarding modification of the audit instrument.

- E. Inspection of other Correctional Facilities That May House Hawaii inmates –** Assist PSD staff on out-of-state facilities in performing audits, assessments, analysis and reporting on new facilities that may house Hawaii inmates other than SCC.
- F. Responsibilities of PSD –** PSD agrees to provide the following:
- (1) Provide initial training and resources (as listed in item A) to the successful Offeror in preparation for the job performance expected in the State;
 - (2) Provide office space at the correctional facility to be inspected, and computer access as specified in PSD's contractual agreement. PSD will also provide a cell phone, a laptop and printer access;
 - (3) Provide information in regards to work hours, job performance and accountability expectations;
 - (4) Provide feedback and direction to the successful Offeror on required reports and assignments; and
 - (5) Weekly electronic meetings with the Mainland Branch Administrator.
- G. Optional Services –** Optional services may be additional services negotiable between the State and Contractor.
- H. Invoicing –** The Contractor will invoice the monthly total, and the price shall be all-inclusive of labor, materials, supplies, any other costs incurred to provide the specified services, and all applicable taxes.

The Contractor shall submit a monthly original invoice to:

State of Hawaii
Department of Public Safety
Mainland / FDC Branch
1177 Alakea Street
Honolulu, Hawaii 96813
Attention: Mainland Branch Administrator

- I. Payment –** The State shall have up to thirty (30) calendar days after receipt of the original invoice to make payment, a facsimile copy shall not serve as the original copy. The State will take all reasonable steps to effect payment to the Contractor by wire transfer. All payments shall be made in accordance with and subject to Chapter 40, HRS.

Final Payment Requirements: Contractors registered on Hawaii Compliance Express (HCE) are required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract.

Alternately, Contractors not participating on HCE, are required to submit a tax clearance certificate (not over two months old, with an original green certified copy stamp), and an original "Certification of Compliance for Final Payment" (SPO Form-22), attached.

Section 3

Proposal Application Instructions

Section 3

Proposal Instructions

General instructions for completing applications:

- *Proposal shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *Four (4) separate Flash Drives with proposal submitted in electronic PDF form and Microsoft word format.*
- *The proposal must be physically received by our office prior 2:00 pm, HST deadline, NOT postmarked.*
- *The numerical outline for the application, the titles/subtitles, and the Applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal should be consecutive, beginning with page one and continuing through for each section. **See sample table of Contents***
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an Applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*

I. Applicant's Authority to Submit an Offer

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

II. Required Review

Before submitting a proposal, each Applicant must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. The Applicant must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should Applicant find defects and questionable or objectionable items in the RFP, Offeror shall notify the Department of Public Safety in writing prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

III. Proposal Preparation Costs

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

IV. Tax Liability

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Applicant shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Federal I.D. Number and Hawaii General Excise Tax License I.D. Applicant shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Applicant is doing business in the State and that Applicant will pay such taxes on all sales made to the State.

V. Property of the State

All proposals become the property of the State of Hawaii.

VI. Exceptions

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

VII. Proposal Objectives

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2 III SCOPE OF WORK.

Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

VIII. Proposal Forms

To be considered responsive, the Offeror's proposal must respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION FIVE, Attachment B). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

Pricing must be completed using Offer Form, OF-2 (SECTION FIVE, Attachment C).

IX. Proposal Contents

Proposals must provide all of the information requested in this RFP in the order specified below, and be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered. Section Five, Attachment is a sample table of contents.

1. Offer Form OF-1 (attached as Section Five, Attachment B) signed with the Applicant's original ink signature, with the complete name and address of Applicant's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Applicant's proposal. The Offer Form OF-1 will confirm that the Applicant shall comply with the requirements, provisions, terms, and conditions specified in this RFP.

If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor;
- b. The subcontractor's willingness to perform for the indicated.

2. Experience and Qualifications. The experience should demonstrate providing and administering the services required, or similar services, including experience managing prisons with programs and providing auditing/monitoring services within correctional facilities. Submit items # A through I below:

- A) A complete, relevant, and current client listing.

- B) Submit a statement regarding any Personal Conflict of Interest statement as stated on page 2-3. The Applicant must submit with their proposal a statement that the Applicant is independent and has no conflict of interest ties to the entity they are monitoring. If the Applicant possibly may have ties, they must disclose this information in the proposal, as well as demonstrate how this will not impact their impartiality, and how they will prevent future personal conflicts of interest in the performance of this contract.
- C) The number of years Applicant has been in business, and the number of years Applicant has performed services specified by this RFP.
- D) A list of key personnel and associated resumes for those who will be dedicated to this project.
- E) A list of at least three (3) references from the Applicant's client listing that may be contacted by the State as to the Applicant's past and current job performance. The Applicant shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- F) A list and description of current and previous projects/contracts pertinent to the proposed services.
- G) A summary listing of judgments, litigation, or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. Include past and present litigation in which the Applicant (under current and previous businesses and any person in this Applicant's current administration or company who will be responsible for the administration or operations related to providing these services) has been named a party, including state or federal jurisdiction, case number and final disposition. Include all bankruptcy and negligence litigation, as well as criminal convictions relevant to these services. List the current and the past five (5) years of information, including any known "pending" or "ongoing" litigation. If none, so state.

Litigation of personal issues not germane to the services herein (i.e. automobile not related to substance abuse, divorce, child custody or support, legal guardianship, etc.) is not required.

- H) The Applicant must make evident that it has met all requirements on pages 2-2 to 2-3, Section Two, II. General Requirements, A. Minimum Qualifications or Requirements.
 - a. At least five (5) years' experience directly managing (i.e. as a Warden, Superintendent or equivalent) federal, state, and/or privately-managed correctional institutions (prison facilities) that housed Hawaii inmates that provide programs for inmates.
 - b. At least three (3) years' experience in monitoring and/or auditing institutional programs that report not only what and where the problems exist but that also include analysis of the effect of those problems on inmates and staff and the estimated collateral costs to PSD for contracting services.
 - c. Experience and knowledge of the ACA standards for Adult Correctional Institutions.

d. Knowledge of correctional facility operations, including security, safety and sanitations, food services, programming and inmate activities, and general management. Knowledge and experience in the management of correctional health care is desirable.

- I) Provide any organizational subcontract agreements pertaining to this RFP that have been entered between potential Contractors and proposed subcontractors if any. If you are providing a proposal that utilizes a subcontractor approach with one or more firms, organizations, agencies, or individual sub-contractors, you must detail how each firm's work will assist in the work to be performed.

3. Technical Proposal. This section must demonstrate the Applicant's understanding of the work that is to be performed as described in Section 2. Submit items # A and B below:

- A) To demonstrate understanding of the monitoring and assessment services needed, provide an explanation of your methodology or approach with major issues involving in working in a correctional center. Describe important points on what must be done to accomplish the State's objectives. Provide a statement of goals and objectives that the work would achieve.

- B) Describe the proposed work/management plan for providing and administering the services required in Section Two, III. Scope of Work. This can involve your discussion on expected results, possible shortfalls, identifying potential problems/deficient areas.

a. Elaborate on the overall strategy, timeline and plan for administering the Scope of Work, Item B. Scheduled Services which include daily on-site reviews, unannounced reviews of facility operations on all three shifts, handling inmate complaints, handling critical incidents at the facility, providing consultation and analysis in any improvements or changes between the contractual agreement and/or contractual audit instrument.

b. Provide information on your report writing elements, specifically the ability to fulfill the detailed Written Reports and assessment requirements described in Section Two, III. Scope of Work, c. Written reports.

4. Pricing. - Offer Form OF-2 (attached as Section Five, Attachment C) Applicants shall provide a proposed budget that will include:

- A) Professional Services: Proposed flat annual rate for services associated with the performance of the services described above.

The applicant's proposal must show this proposed annual rate broken down to demonstrate all costs associated with the performance of the services including direct and associated expenses, payroll, benefits, supplies, equipment, overhead and profit for full-time on-site employment in Eloy, Arizona.

- B) Travel Expenses: Provide an estimate in the travel expenses associated with meetings in Hawaii as needed or at the request of PSD (page 2-5 annual briefing). Travel expense estimates shall include the lowest currently cost of airfare, lodging, and car rental for a three day period.

- C) Emergency Situations: Provide a quote for an hourly rate for instances where the Offeror may be required to work at the facility over the normal 8 hours per day when PSD not CCA, requires his/her presence at the facility. Mileage reimbursement shall be allowed only in situations where the Offeror is required to return to the facility by PSD after normal working hours and shall be at the rate established by State of Hawaii Comptroller's Memorandum, currently 50 cents per mile.

X. Receipt and Register of Proposals

Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Applicant(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

XI. Best and Final Offer (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Applicant shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

XII. MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

The Applicant may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

XIII. MISTAKES IN PROPOSALS

Mistakes shall not be corrected after award of contract.

When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the

face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation Criteria

I. Introduction

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Applicant whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section. The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

II. Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 – Evaluation of Proposal Requirements
- Phase 2 – Preliminary Evaluation of Proposal Application to Establish Priority-Listed Applicants
- Phase 3 – Presentation by Priority-Listed Applicants
- Phase 4 – Finalize Evaluation of Priority-Listed Applicants' Proposal
- Phase 5 – Recommendation for Award

The total number of points used to score this contract is 100.

Evaluation Categories

General Requirements

A. Experience and Qualification	50.0
B. Technical Proposal	20.0
C. Budget / Cost	<u>30.0</u>
Total Weighted Points	100.0

III. Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

(1) General Requirements

Applicant shall state its compliance to each item specified in Section 2.II.A.

(2) Proposal Application Requirements

- Table of Contents
- Introduction / Applicant Information
- Experience and Qualifications
- Technical Proposal
- Budget Narrative
- Cost

B. Phase 2 – Preliminary Evaluation of Proposal Application to Establish Priority-Listed Applicants (100 Points)

(1) **EXPERIENCE AND QUALIFICATIONS**—maximum points for section: **50 points**

1. Provided a complete, relevant, and current client listing. (2 points)
2. Submitted a statement regarding any Personal Conflict of Interest statement as stated on page 2-3. The Applicant must submit with their proposal a statement that the Applicant is independent and has no conflict of interest ties to the entity they are monitoring. If the Applicant possibly may have ties, they must disclose this information in the proposal, as well as demonstrate how this will not impact their impartiality, and how they will prevent future personal conflicts of interest in the performance of this contract. (2 points)
3. The number of years Applicant has been in business and the number of years Applicant has performed services specified by this RFP. (2 points)
4. A list of key personnel and associated resumes for those who will be dedicated to this project. (2 points)
5. A list of at least three (3) references from the Applicant's client listing that may be contacted by the State as to the Applicant's past and current job performance. The Applicant shall provide names, titles, organizations, telephone numbers, email and postal addresses. (2 points)
6. A list and description of current and previous projects/contracts pertinent to the proposed services. (2 points)

7. A summary listing of judgments, litigation, or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. Include past and present litigation in which the Applicant (under current and previous businesses and any person in this Applicant's current administration or company who will be responsible for the administration or operations related to providing these services) has been named a party, including state or federal jurisdiction, case number and final disposition. Include all bankruptcy and negligence litigation, as well as criminal convictions relevant to these services. List the current and the past five (5) years of information, including any known "pending" or "ongoing" litigation. If none, so state.

Litigation of personal issues not germane to the services herein (i.e. automobile not related to substance abuse, divorce, child custody or support, legal guardianship, etc.) is not required. (3 points)

The Applicant has met all requirements on pages 2-2 to 2-3, Section Two, II. General Requirements, A. Minimum Qualifications or Requirements.

- a. At least five (5) years' experience directly managing (i.e. as a Warden, Superintendent or equivalent) federal, state, and/or privately-managed correctional institutions (prison facilities) that housed Hawaii inmates that provide programs for inmates. (20 points)
- b. At least three (3) years' experience in monitoring and/or auditing institutional programs that report not only what and where the problems exist but that also include analysis of the effect of those problems on inmates and staff and the estimated collateral costs to PSD for contracting services. (5 points)
- c. Experience and knowledge of the ACA standards for Adult Correctional Institutions. (4 points)
- d. Knowledge of correctional facility operations, including security, safety and sanitations, food services, programming and inmate activities, and general management. Knowledge and experience in the management of correctional health care is desirable. (4 points)
- e. Provide any organizational subcontract agreements pertaining to this RFP that have been entered between potential Contractors and proposed subcontractors if any. If you are providing a proposal that utilizes a subcontractor approach with one or more firms, organizations, agencies, or individual sub-contractors, you must detail how each firm's work will assist in the work to be performed. (2 points)

(2) **TECHNICAL PROPOSAL**—maximum points for section: 20 Points

- 1. Demonstrated understanding of the monitoring and assessment services needed by providing an explanation of methodology or approach

with major issues involving in working in a correctional center. Described important points on what must be done to accomplish the State's objectives. Provided a statement of goals and objectives that the work would achieve. (5 points)

2. Described the proposed work/management plan for providing and administering the services required in Section Two, III. Scope of Work. This can involve your discussion on expected results, possible shortfalls, identifying potential problems/deficient areas. (5 points)

a. Elaborated on the overall strategy, timeline and plan for administering the Scope of Work, Item B. Scheduled Services which included daily on-site reviews, unannounced reviews of facility operations on all three shifts, handling inmate complaints, handling critical incidents at the facility, providing consultation and analysis in any improvements or changes between the contractual agreement and/or contractual audit instrument. (5 points)

b. Provided information on report writing elements, and specifically the ability to fulfill the detailed Written Reports and assessment requirements described in Section Two, III. Scope of Work, c. Written reports. (5 points)

(3) **BUDGET / COST**—maximum points for section: 30 Points

As submitted on Offer Form OF-2 (attached as Section Five, Attachment C), the State will evaluate the Applicant's capability of providing quality product, and service at a reasonable price in accordance to the following formula.

The calculation will be as follows:

Maximum points awarded = 30 points x (lowest cost Proposal / APPLICANT's cost Proposal)

a. Professional Services: Provided a flat annual rate, which included a breakdown of all costs associated with the performance of the services including direct and associated expenses, payroll, benefits, supplies, equipment, overhead and profit for full-time on-site employment in Eloy, Arizona. (20 points)

b. Travel Expenses: Provide an estimate for the travel expenses associated with meetings in Hawaii as needed or at the request of PSD (page 2-5 annual briefing). Travel expense estimates shall include the lowest currently cost of airfare, lodging, and car rental for a three-day period trip. (5 points)

c. Emergency Situations: Provide a quote for an hourly rate for instances where the Offeror may be required to work at the facility over the normal 8

hours per day when PSD not CCA, requires his/her presence at the facility. Mileage reimbursement shall be allowed only in situations where the Offeror is required to return to the facility by PSD after normal working hours and shall be at the rate established by State of Hawaii Comptroller's Memorandum, currently 50 cents per mile. (5 points)

C. Phase 3 – Presentation by Priority-Listed Applicants

Up to three Applicants receiving the highest preliminary evaluation scores will be designated as Priority-Listed Applicants. At the option of the State, the Priority-Listed Applicants may be requested to prepare an oral presentation in the State.

If an oral presentation is selected, the presentation shall be at the Department of Public Safety, Director's Conference Room. All costs incurred by the Applicant for this presentation shall be borne by the Applicant.

D. Phase 4 – Final Evaluation

Upon the completion of the oral presentations, an addendum may be issued to clarify items within the scope of services, and a revised final proposal for those sections or items affected by the addendum may be requested.

A final evaluation shall be conducted after the oral presentation, and revised final proposal, if necessary, using the criteria specified in Phase 2.

E. Phase 5 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each Applicant.

COMPUTATION OF WEIGHTS TO EVALUATION CRITERIA

The final score of each proposal shall be the result of the following weights being applied to the criteria:

Experience and Qualification	50.0
Technical Proposal	20.0
Budget / Cost	<u>30.0</u>
Total Weighted Points	100.0

Section 5

Attachments

Attachment C. Offer Form OF-2

Table of Contents

I	Offer Form OF-1 (Attachment B).....	1
	Introduction/Applicant Information.....	2
II	Experience and Qualifications.....	2
	A. Client Listing.....	2
	B. Statement of No Personal Conflict of Interest.....	3
	C. Years of Service Performing Business.....	4
	D. Key Personnel and Resumes.....	5
	E. Three References.....	8
	F. List of Current and Past Projects/Contracts Pertinent to Proposed Services.....	9
	G. Litigation.....	10
	H. Evidence of Meeting Minimum Qualifications Stated in Section Two, II. General Requirements.....	11
	I. Organizational Subcontract Agreements (if applicable).....	12
III	Technical Proposal.....	13
	A. Methodology / Approach to Major Issues.....	13
	B. Important Points to Accomplish Objectives.....	14
	C. Statement of Goals and Objectives.....	15
	D. Proposed Work / Management Plan	16
	E. Strategy, Timeline, and Plan for Administering Scope of Work as Described in Section Two, Scope of Work.....	17
IV	Pricing Offer Form OF-2 (Attachment C)	18
	A. Professional Services i. Flat Annual Rate with Breakdown of Pricing.....	18
	B. Travel Expenses ii. Price for one three-day trip for meetings in Hawaii.....	18
	C. Emergency Situations iii. Hourly Rate.....	19

ATTACHMENTS

- HAWAII COMPLIANCE EXPRESS CERTIFICATE
<https://vendors.ehawaii.gov/hce/splash/welcome.html>
- TAX CLEARANCE CERTIFICATES FROM THE IRS AND/OR STATE OF HAWAII
DEPARTMENT OF TAXATION
- CERTIFICATE OF LIABILITY INSURANCE
- RESUMES, INCLUDING EMPLOYEE'S QUALIFICATION DATA
(CERTIFICATIONS, AS APPLICABLE)

OFFER FORM

OF-1

**Request for Proposals
Request for Proposals No.: PSD 22-ID/MB-02
PRISON CONTRACT COMPLIANCE MONITORING SERVICES
FOR
FOR SAGUARO CORRECTIONAL CENTER ELOY, ARIZONA
& OUT OF STATE FACILITIES THAT PROVIDE CONFINEMENT, CARE AND CUSTODY OF HAWAII INMATES**

Procurement Officer
Department of Public Safety
ASO-PC
1177 Alakea Street
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

** _____

Exact Legal Name of Company (Offeror)

****If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:**

Request for Proposals
Request for Proposals No.: PSD 22-ID/MB-02
PRISON CONTRACT COMPLIANCE MONITORING SERVICES
FOR
FOR SAGUARO CORRECTIONAL CENTER ELOY, ARIZONA
& OUT OF STATE FACILITIES THAT PROVIDE CONFINEMENT, CARE AND CUSTODY OF HAWAII INMATES

The following offer is hereby submitted for RFP No.: PSD 22-ID/MB-02 PRISON CONTRACT COMPLIANCE MONITORING SERVICES FOR FOR SAGUARO CORRECTIONAL CENTER IN ELOY, ARIZONA & OUT OF STATE FACILITIES THAT PROVIDE CONFINEMENT, CARE AND CUSTODY OF HAWAII INMATES FOR DEPARTMENT OF PUBLIC SAFETY as specified herein.

The bid prices submitted below for the services shall be paid to the awarded Contractor. No other request for payment shall be honored. Contractor(s) shall be responsible for all taxes, fees, licenses, insurance, supplies, and other costs. No other claims for payment shall be honored.

Bid Item

<u>No.</u>	<u>Description</u>	<u>Bid Price per Month</u>	<u>No. Of Months</u>	<u>Total Sum Bid</u>
A	Professional Services	\$ _____	x 12	= \$ _____/year

Provide Breakdown of Bid Item A: For example:

ADMINISTRATIVE COSTS	_____
EQUIPMENT	_____
FICA/MCARE	_____
MEDICAL BENEFITS	_____
GL/AUTO INSURANCE	_____
TDI	_____
WC	_____
OVERHEAD/PROFIT	_____
TAX	_____

*list any other direct and associated costs which should equal to the submitted TOTAL SUM BID. Add or utilize separate sheet(s) in proposal as appropriate.

B	Travel Expenses for associated meetings / annual briefing in Hawaii One Three-Day Period Trip	\$ _____/trip
C.	Emergency Situations hourly rate	\$ _____/hour

* Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services. The pricing shall be the all-inclusive cost to the State and no other costs will be honored, unless for optional services to be negotiated by the State.

SECTION SIX APPENDICES

APPENDICES

Appendix A: Contractual Agreement with CCA (Available upon written email request to psd.bids@hawaii.gov from RFP Contracting Office on Page 1-2)