

Request for Proposal No. 2014-3
Alabama Department of Corrections Wetumpka Women's Facility

Section 1.9 of **Request for Proposal No. 2014-3, Alabama Department of Corrections Wetumpka Women's Facility**, provides as follows:

If Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must notify Mrs. Anne Hill, ADOC General Counsel, at the above stated address and such notification must be received by the ADOC by August 21, 2014. The ADOC will issue written instructions, if appropriate, by close of business on August 28, 2014. Those instructions will be posted on the ADOC website (www.doc.alabama.gov).

As required by Section 1.9, below please find the ADOC's response to any questions received, as of this date. The format includes a restating of the question submitted followed by the ADOC's response. Also listed below are omissions in the RFP that the ADOC wishes to clarify.

**** RFP Section 3.3 provides for a mandatory site visit for “vendors to receive further consideration for this project. Visits are scheduled for August 28, 2014.” The start time for that tour will be 9:00 AM at the Wetumpka Women's Facility, located at 8476 U S Hwy 231 N, Wetumpka, Alabama, 36092. This address is provided solely for the purpose of clarifying the tour location. For all correspondence related to this RFP, the 301 South Ripley Street, Montgomery, Alabama 36104 (courier) or P.O. Box 301501, Montgomery, Alabama 36130 (US Mail) addresses shall be utilized.**

***** RFP Section 1.9 allows for Potential Vendors to submit written questions for clarification “[i]f Vendor considers any part of the RFP unclear.” To the extent the Department received questions regarding the RFP, those questions and the Department's response to each can be found on the pages that follow. Please note, to the extent a Potential Vendor may have questions regarding the existing facility that will be the Wetumpka Women's Facility, those questions should be asked at the mandatory site visit.**

Questions

1. Will the fair market value for the lease of the property be determined by the Alabama Department of Conservation, Division of State Lands (referenced in section 2.1 Proposal Conditions, page 12), and made available to the potential vendors prior to the submission of the proposals? [The lease requirement in RFP Section 2.1 \(d\) has been deleted.](#)
2. Please advise what information is being requested as "Governance" in item (b), (2) on page 22. [Refers to manner in which vendor is governed.](#)
3. There appears to be an error in the numbering of section 3.4 Method of Selection on page 22. We believe it was intended to be 3.6 Method of Selection. [Correct](#)
4. Section 5.5 Program Goals and Objectives (page 33) indicates the Vendor will coordinate with Ingram State Technical College in the development of treatment plans as the College will be providing a range of correctional education programs to include career technical education, and life skills associated with work place readiness and success.

Question: The results cultivated from the Maryland Addictions Questionnaire and/or the American Association of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders (ASAM PPC-2), as well as other information related to addiction treatment, could be considered confidential in nature. Is it the expectation that these kinds of materials will be shared with Ingram State Technical College staff for the purposes of developing treatment plans in conjunction with the College? [As stated in Section 5.5, Ingram State Technical College "will be providing a range of correctional education programs." The treatment plan is vendors responsibility.](#)

Question: Which entity has the ultimate responsibility for the treatment plan formulation and authority to approve? Would treatment plans be "approved" by College staff? Or is the treatment plan and execution the responsibility of the selected vendor? Or another model? [As stated in Section 5.5, Ingram State Technical College "will be providing a range of correctional education programs." The treatment plan is vendors responsibility.](#)

5. Section 5.8 Referral and Placement Process (b) Programmatic Assessment/Screening Services — Vendor (page 34) indicates that upon placement of an Inmate at the Facility, Vendor shall conduct all necessary assessment and screening appropriate for women. At a minimum, Vendor shall conduct the Alabama Risk and Needs Assessment, American Association of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders (ASAM PPC-2), the Tests of Adult Basic Education (TABE) Full Battery, and the Maryland Addictions Questionnaire, if not done during the past ninety (90) days, and any additional assessments of Inmates as deemed necessary by clinical staff upon entry into the Facility. Vendor shall make applicable assessment results, such as the TABE, available to Ingram State Technical College for educational planning purposes. A case plan shall then be created.

Question: What percentage of inmates are expected to be placed at the facility who have not been tested during the past 90 days? [Cannot determine at this time](#)

Question: Will the department provide the vendor with copies of these assessments? If not, will the department be responsible for purchasing these assessments for the vendor to use? **Vendor is responsible for obtaining all materials needed to carry out its contractual obligations.**

6. Section 5.8 Referral and Placement Process (c) Case Management Services (page 35) indicates that at the Facility, each inmate shall be assigned a qualified case manager who shall conduct case management activities. The case manager shall expand the individual case plan, based on additional assessments, within three (3) working days of the Inmate's arrival. An active programming schedule must begin no later than five (5) calendar days after an Inmate's arrival at the facility.

Question: Can additional clarification be provided as to "qualified" case manager? Does this mean that the selected individual has the knowledge, skill, and ability to fulfill the requirements of an Alabama DOC staff member in a same position? **To be determined by vendor**

Question: What is the timeframe to complete the various assessment tools detailed in 5.8(b) [p. 34]? Is the requirement that all assessment testing, file review, formulation of the treatment plan out of the assessment activities, and an "expanded" individual case plan will be completed in three (3) calendar days of the inmate's placement at the facility? **See RFP Section 5.8 (c)**

Question: What are the "additional assessments" mentioned in this paragraph? **To be determined by vendor**

Question: Is the selected vendor responsible for the costs associated to all testing that occurs while the inmate is assigned to the facility? **Yes, all testing conducted by vendor**

7. Section 5.9 Gender Responsive, Evidence-Based Programming (a) General Requirement (iii) (page 35) indicates that based upon assessments, inmates shall complete all programming as outlined in their individual case plan.

Question: Will the offenders assigned to the facility be eligible for sentence credits for completing programs required in the treatment plan? Or other types of sentence reduction incentives? **No**

Question: Will offenders release to community from this facility? **Yes**

Question: If educational programming is determined to be a need out of the assessment process, is it the expectation of the Department that substance use disorder treatment will occur concurrent with educational programming? Or is it expected that addiction and mental health programming will occur immediately with placement in educational/vocational programs to occur consecutively? **To be determined by vendor**

8. Section 5.9 Gender Responsive, Evidence-Based Programming (a) General Requirement (iv) (pages 35-36) indicates the ADOC shall require a minimum of eight (8) hours of programming per day, five (5) days a week, Monday through Friday. **No**

more than two (2) of the eight (8) daily hours may be dedicated to process and support groups. Vendor shall be required to provide structured activities eight (8) hours per day on the weekends and holidays.

Question: Regarding "structured" activities on weekends and holidays, does this include recreational activities? Can these be volunteer-led or peer-facilitated? Does this include faith-based activities? Please provide clarification as to whether or not weekend/holiday "structured" activities must be staff-led and the types of activities that qualify as "structured." [To be determined by vendor](#)

Question: During an eight-hour day there will be operational activities that will occur that will temporarily disrupt "programming" and "structured" activities. Examples include counts, meals, pill call, commissary/canteen, and visiting. Is the vendor able to build these activities into the eight-hour day? Or is it expected that the eight-hour requirement wholly consists of eight hours of program content/delivery only? How does ADOC envision the service delivery requirement around the eight-hour day? [Per RFP Section 5.9 \(a\)\(iv\), "The ADOC shall require a minimum of eight \(8\) hours of programming per day, five \(5\) days a week."](#)

Question: Does the department have a preferred program plan for the "structured activities" to be offered on weekends and holidays? [To be determined by vendor](#)

9. Section 5.9 Gender Responsive, Evidence-Based Programming (d) Pretreatment and Orientation Program (page 37) refers to the pre-treatment and orientation residential program which includes substance abuse, life skills training, and women's risks and needs curricula for up to four hundred (400) minimum and medium custody female inmates.

Question: Does the department have a program model and/or preferred curriculum for the Pre-Treatment and Orientation Program? If yes, may we be provided with a copy of the program model and/or preferred curriculum? [To be determined by vendor](#)

Question: What is the maximum length, in days, for the Pre-Treatment and Orientation program? [To be determined by vendor](#)

Question: What specific assessment and evaluation processes are to be utilized in designing this program? [To be determined by vendor](#)

Question: Are all inmates expected to participate in the Pre-Treatment and Orientation Program? [To be determined by vendor](#)

Question: May the Pre-Treatment and Orientation programs be offered in an outpatient or intensive outpatient format, or must they be offered in a residential format? [All programming will be conducted at the Wetumpka Women's Facility.](#)

10. Section 5.9 Gender Responsive, Evidence-Based Programming (e) Program Services, Group 1 (page 37):

Question: Are there preferred curricula for the Cognitive-Behavioral Intervention and Cognitive Behavioral Therapy Relapse Prevention programs? If yes, will the department provide a copy of these curricula? **No**

Question: Is there a preferred modality (outpatient, intensive outpatient or residential) for the delivery of these programs? **All programming will be conducted at the Wetumpka Women's Facility.**

Question: What is the maximum length, in days, for the Group 1 programs? **To be determined by vendor**

Question: Are all inmates expected to participate in Group 1 programs, or just those whose needs assessment indicate the need for these programs? **To be determined by vendor**

11. Section 5.9 Gender Responsive, Evidence-Based Programming (e) Program Services, Group I (iii) Life management Skills (page 38) indicates that in conjunction with Ingram State Technical College, Vendor shall provide Life Management Skills programming to all inmates in the facility.

Question: Is this requirement specific to materials and content? Specific to staffing, who is responsible to furnish facilitators for this program, the vendor or the College? **Per RFP Section 5.9 (e) (iii), "Vendor shall provide management skills programming.**

12. Section 5.9 Gender Responsive, Evidence-Based Programming (f) Program Services, Group 2 (ii) Family Reunification indicates the Vendor shall provide a Family Reunification program to all Inmates at the Facility.

Question: Can ADOC provide more information as to this program? Is this program currently in-place within ADOC? What is required for successful implementation of this program? **To be determined by vendor**

13. Section 5.9 Gender Responsive, Evidence-Based Programming (f) Program Services, Group 2 (iii) Support Groups (page 40) indicates that the Vendor must provide daily support groups to include traditional twelve step groups such as Alcoholics Anonymous, Narcotics Anonymous, ..."

Question: Can ADOC provide clarification on the term "mentor" as used in this context? Is this a peer facilitator or a volunteer? **"Mentor," as used in the RFP, is a generic term and any use would be subject to ADOC approval.**

14. Section 5.10 Educational and Vocational Services (a) Vocational Skills Training and Assessment (page 40) indicates that in cooperation with the Alabama Department of Postsecondary Education, through Ingram State Technical College, vocational skills assessment and training will be provided to qualified inmates during their assignment to the Facility. This shall require Vendor to provide, as part of its cost consideration, the cost of providing security services for delivery of training programs.

Question: Will the training programs be delivered on site or will inmates be transferred to the Technical College? **Onsite** If delivered on site, will the state determine which program will be offered? **Yes**

Question: Can the state verify which vocational assessment will be used as well as identify who will administer the vocational assessment (the vendor or the Technical College)? [To be determined by Ingram State Technical College](#)

15. Section 5.10 Educational and Vocational Services (b) General Education (page 41) indicates that Ingram State Technical College shall provide and be responsible for all costs associated with the assessment phase and the delivery phase of the required adult basic skills, adult secondary education, and GED preparation as determined for each designated Inmate.

Question: Page 34 5.8 (b) seems to indicate that the vendor will administer TABS. Page 41 5.10 b) indicates it is the responsibility of the Technical College. Can the state please clarify who will administer the Tests of Adult Basic Education (TABS)? [Ingram State Technical College will administer.](#)

Question: will adult basic education skills, adult secondary and GED preparation programs be delivered on site at the facility? [Yes](#)

Question: It appears that the selected vendor is not required to provide educational or vocational training programs. Is this a correct interpretation of the requirements? [Yes](#) Is it that the College will provide all of these services? If not, is it some of these services and, if so, which? [Yes](#)

16. Section 5.10 Educational and Vocational Services (b) General Education (page 41) indicates, "All educational and vocational training at the facility shall be provided by Ingram State Technical College." Section 5.10(a), on page 40, indicates, "This shall require Vendor to provide, as part of its cost consideration, the cost of providing security services for delivery of training programs."

Question: Would both vocational and educational programming be offered at the College? Or vocational only? [All programming will be conducted at the Wetumpka Women's Facility](#)

Question: Are vocational programs provided offsite at the College? If so, what is the current ADOC security staffing requirement for medium custody inmates (e.g. 2:1)? For minimum custody inmates? [See above](#)

Question: Alternately, what is ADOC's current staffing allocation when providing security for offsite program delivery? How is security provided today? [See above](#)

Question: Is the College a secure facility for purposes of staffing considerations? Is there perimeter fencing to meet the requirements to secure medium custody ADOC inmates? Is there a distinct use of force requirement/policy specific to the College? [See above](#)

Question: Generally, can ADOC describe the security procedures it uses when offenders participate in programming at the College? [See above](#)

- Question: Would ADOC consider proposals to deliver vocational and educational programs onsite?

[See above](#)

17. Section 5.10 Educational and Vocational Services (page 40) indicates the objective of this project is to transition inmates from medium to minimum or work release/community custody after each has completed intensive therapeutic and educational training. Please advise if the facility will house inmates participating in work release or if the inmates will be returned to ADOC custody for placement in ADOC facilities which offer work release programs. [No work release function required in the RFP](#)
18. Section 5.11 Personnel and Training (page 41) requires state approval of firearms training. Please advise which agency is the approving authority and the process for requesting approval. [See Alabama Code Sections 34-27C-1 to 8](#)
19. We believe that the reference to C.F. R. Part 115.7 of the Prison Rape Elimination Act in section 5.11 Personnel and Training (c) (page 41) relates to PREA Standard 115.17 Hiring and Promotion Decisions. Please advise if that is correct. [Correct](#)
20. Section 5.17 Medical Services (page 43) indicates the ADOC will be responsible for the provision of all routine and basic on-site health care through a contracted health services provider. There are various references to medical care in the RFP (Introduction – page 4; section 4.2 – page 24; section 5.1 – page 31 for example). Please confirm that the Vendor is only responsible for providing security for off-facility care and hospital stays and has no responsibility for medical, dental or mental health care. [Per RFP Section 5.17, vendor will be responsible for all security associated with delivery of healthcare.](#)
21. Page 10, Section 1.11 Security. This section requires the Vendor to provide a \$5 million Performance Guarantee (bond) throughout the life of the contract. It also says in pertinent part that "A breach of the contract by Vendor will cause the performance guarantee to become payable to the State of Alabama." Most breaches will not be significant enough to trigger the guarantee and will not be \$5 million occurrences. Will the Department agree to revise this language to provide that a default that results in termination of the contract, after notice and opportunity to cure as provided under the terms of the contract, may result in the performance guarantee becoming payable to the State in an amount equal to the amount of the State's loss? [Potential point of negotiation with selected vendor](#)
22. Page 13, Proposal Conditions Section 2.1 (k), Page 18, Assignment and Subcontracting, Section 2.14 a) ; Page 21, Proposal Format, Section 3.5 1); and Page 49, Subcontracting and Assignment, Section 5.42 all require the Vendor to identify and/or obtain ADOC's prior consent before subcontracting services to be performed under the contract, with the exception of subcontracts for maintenance services. Does the ADOC agree that the Vendor may also subcontract or assign the contract, in whole or in part, to an affiliate of Vendor without further approval, provided the Vendor remains responsible for all obligations undertaken in the contract? [No](#)

23. Page 14, Other General Terms, section 2.2 (f) outlines 3 options available to ADOC in the event of a Vendor breach after 48 hours written notice to the Vendor. These options include termination of the contract. Page 28, Breach and Other For Cause Terminations, Section 4.12, provides that ADOC may terminate the contract for any breach that is not cured within 15 days of the ADOC giving written notice to the Vendor. In the interest of reconciling these two provisions and giving both parties a fair and reasonable opportunity to address breaches that can and should be cured, will ADOC revise both of these sections to allow a cure period of at least 30 days? [This is a contracting matter that is appropriately raised by selected vendor at the time of contract negotiations.](#)
24. Page 14, Other General Terms, section 2.2 (i); page 16, Consultation, section 2.8; page 17 Audit/Retention of Records, section 2.9; and page 49 Contract Monitor, section 5.40. Please confirm that the ADOC's access to and ownership of records and materials pursuant to the contract is limited to those records and materials that are necessary to monitor contract performance or are created as required under the contract and does include access to the facility operator's proprietary or non-public corporate information. [This is a contracting matter that is appropriately raised by selected vendor at the time of contract negotiations.](#)
25. Page 18, Mediation, section 2.17 says that based on the Governor's and the Attorney General's recommendation, when considering the settlement of disputes that arise under the contract, the parties shall utilize appropriate forms of non-binding alternative dispute resolution. Page 15, Disputes, section 2.3 describes a different dispute resolution process. Is the process described in section 2.3 intended as a prerequisite to the process described in section 2.17? [This is a contracting matter that is appropriately raised by selected vendor at the time of contract negotiations.](#)
26. Page 15, Term and Renewals, section 2.4. To be consistent with section 1.5 Contract Term, will ADOC revise the last sentence of this section to read as follows? "The parties may mutually agree to extend the contract." **No**
27. Page 15 Termination for Convenience, section 2.5; and Page 29, Breach and Other For Cause Terminations, Section 4.12 (e) provide that ADOC may terminate the contract for convenience.
- a. Will ADOC agree to provide at least 60 days' advance written notice of any termination for convenience? [This is a contracting matter that is appropriately raised by selected vendor at the time of contract negotiations.](#)
 - b. Will ADOC agree to provide the Vendor the right to terminate the contract for convenience with a mutually determined minimum notice requirement? [This is a contracting matter that is appropriately raised by selected vendor at the time of contract negotiations.](#)
28. Page 16, Consultation, section 2.8 provides in part that "Where time permits and Vendor is not otherwise prohibited from doing, Vendor will provide the ADOC the opportunity to review relevant documents prior to filing with any public body or adversarial party." A very large number of documents, including permit and license applications and pleadings, will meet these criteria. In the interest of limiting the burden on both parties relative to the production and review of the documents and in the interest of not unnecessarily delaying any work to be performed under the contract, will ADOC specify what kinds of documents would be subject to its review under this provision? For

example, is ADOC seeking the opportunity to review all pleadings before they are filed with a court, or only those that are particularly significant and/or those that concern an action in which ADOC is also a party?

This is a contracting matter that is appropriately raised by selected vendor at the time of contract negotiations.

29. Page 16, Consultation, section 2.8 provides in part that "Vendor will promptly furnish the ADOC with copies of all correspondence and documents prepared in connection with the services rendered under the Contract." Because a very large number of documents will likely meet these criteria, will ADOC agree to revise this section to specify the types of correspondence and documents the Vendor would be asked to furnish upon ADOC's request? [This is a contracting matter that is appropriately raised by selected vendor at the time of contract negotiations.](#)

30. Page 25, Notice to Parties, section 4.3. Will the ADOC agree to revise the last sentence of this section as follows to be consistent with page 48, Indemnification, section 5.36? "There will be no settlement of any claim by either party without consultation when the other party will be affected by the settlement." [This is a contracting matter that is appropriately raised by selected vendor at the time of contract negotiations.](#)

31. Page 29, Applicable Law, section 4.14 requires the Vendor to comply with any Federal Court Orders that pertain to the operation of Alabama prisons and institutions for which the ADOC is statutorily responsible. Please provide the applicable court orders. [This is a contracting matter that is appropriately raised by selected vendor at the time of contract negotiations.](#)

32. Scope of Work #6 (page 58) — please provide a network schematic showing current IT/telephone closets and existing cabling. [This information will be available for review at the mandatory site visit](#)

33. Scope of Work #7 (page 58) — please provide all available information concerning the surveillance camera system in use at the Tutwiler Prison for Women, such as brands, models, typical coverage areas, etc. [This information will be available for review at the mandatory site visit](#)

34. Scope of Work #8 (page 58) — is there a particular brand or configuration of telephone system the State would prefer to have installed at the facility? **No**

	Page	RFP Section Topic	Question
1.	9	Section 1.9	Will we be afforded the opportunity to ask additional for additional clarifications after the initial questions are answered? No
2.	12	Section 2.1	Can ADOC please clarify the reason for a lease agreement for land and structures, when the RFP and resulting contract is for professional services? The lease requirement in RFP Section 2.1 (d) has been deleted
3.	12	Section 2.1	What portion of Wetumpka Women's Facility must the vendor lease (i.e. structures, land, easements)? No longer applicable
4.	12	Section 2.1.d	With what entity will the Vendor enter into a lease agreement? No longer applicable
5.		Lease Question	Will Post-Secondary Education sub-lease the portion of buildings and areas utilized for vocation/Adult Basic Education from the vendor? No longer applicable
6.	15	Section 2.5	Will the Vendor be reimbursed for renovations (i.e. fences, improvements, etc) if ADOC terminates contract for convenience? See RFP Section 2.5
7.	28	Section 4.12	What constitutes a breach of contract on behalf of the ADOC? See Section 4.12
8.	12	Section 2.1(d)	Can the Department provide an estimate of the Fair Market Value of the leased premises in order for the prospective vendors to provide the ADOC with an accurate per diem? No longer applicable
9.	14	Sect II-k	Where/with what agency is the professional engineer required to be registered? In accordance with state law
10.	18	Sect 2.14-b	Please define "sub-vendor." A "sub-vendor" is one who contracts with the vendor to perform a portion of vendor's contractual obligations.
11.	20	Section 3.3	How many vendor representatives may attend the site visit? As determined by vendor
12.	21 & 22	Section 3.4	There appear to be two Section 3.4's - please confirm correct numbering sequence and advise if oral interview and oral presentation are referring to the same thing. The section titled "Method of Selection" on page 22 of the RFP should be numbered 3.6

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13.	-	General Question	Will Vendors be allowed other/additional time for site visits after the mandatory site visit on August 28 th ? More specifically, will sub-contractors or sub-vendors be allowed access to the Wetumpka Facility for the purposes of assessing construction and renovation needs? No
14.	59	Appendix C, #12	Will ADOC please provide a copy of the ADOC Administrative Regulation No. 301 (January 7, 2004)? This regulation is restricted and will need to be released to the Vendor for proper estimation of costs. Vendor needs defined perimeter criteria for fence specifications, sally port, electronic detection system, roving patrols, etc. If the regulation cannot be released, please clarify that the perimeter features listed in #12 are to be considered fencing requirements for a Security Level I or II Institution. No. Additional information concerning fencing will be provided in the near future.
15.	58	Appendix C, #7	Will ADOC please provide spec sheets or make/model detail for the CCTV system currently used at Tutwiler? The information will be available for review at the mandatory site visit
16.	58	Appendix C, #8	Item #8 on this list contradicts RFP Section 5.23 Telephones. Item #8 refers to the telecommunication infrastructure on the Wetumpka Women's Facility campus, specifically excluding the inmate telephone hardware and software.
17.	-	Appendix C, Drawings Question	Will ADOC please provide to-scale drawings of the Wetumpka Women's Facility? AND/OR will ADOC please provide a true site survey? The information will be available for review at the mandatory site visit
18.	58	Appendix C, #5	Will ADOC please provide a copy of the agreement between ADOC and ALAGASGO? The information will be available for review at the mandatory site visit
19.	32	5.4(c) and (d)	Is the vendor responsible for the cost of gas chromatography/mass spectrometry confirmation testing? If applicable, yes
20.	33	5.5	Is the Vendor required to enter into an MOU with Ingram State Technical College? If so, either at the time of RFP submission or prior to receiving inmates at the Facility? No
21.	40	5.9.e.iii Support Groups	Does "Mentors" refer to offenders who are currently still in the program, but whom are "seasoned" or within 3 months of release, for example? Or does Mentors refer to those in the community who have already completed a CEC program, or who belong to a community resource/faith based group/etc. ? The referenced section does not mention "mentors."
22.	41	5.11	Please define "state approval of firearms training." Does this mean APOSTC or a certified firearms course? See Alabama Code Sections 34-27C-1 to 8

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			Does this require an ACA-approved Armory? See RFP Section 2.2(c)
23.	42	5.12	Please define "health care expenses" while inmates are on escape status? Please provide an average cost of health-care expenses incurred by inmates on escape status, per inmate per year. Any cost associated with healthcare
24.	42	5.12.e	How many off-site visits does Tutwiler Prison for Women average on a weekly basis? See RFP Section 5.12 (e) Between 5-6 appears to be a low estimate considering court, off-site medical visits, family emergencies, etc. for 400 inmates.
25.	42	5.12 (c)	Please clarify the extent to which a "Vendor will be responsible for health care expenses incurred while an inmate is on escape status." See answer to #23 above.
26.	42	5.12(e)	Is ADOC responsible for the cost of transporting inmates? See Section 5.12 (e)
27.	42	5.12 (e)	Should restraints be used in transporting inmates for time away from the facility including, but not limited to transportation, court appearances, family emergency visits, off-site medical appointments and hospital stays? If there is an ADOC Policy for Use of Restraints, can ADOC please provide that policy number for Vendor reference? Should be consistent with ADOC policy which will be made available to selected vendor
28.	43	5.17 Medical Services	At what point during a hospital stay does custody transfer from the vendor to the ADOC? At such time as relieved by ADOC security staff can relieve vendor
29.	43	5.17 Medical Services	Can ADOC provide the name and outline of healthcare services provided by their contracted health services vendor at Wetumpka? Will ADOC provide the contract or agreement for services to Vendors? <ul style="list-style-type: none"> • Will ADOC please estimate the # of times per week/month that minimum-medium security female inmates could be expected to require outpatient/diagnostic/specialty care for which the Vendor will be responsible? • For outpatient/diagnostic/specialty care, will ADOC be in charge of the cost of transportation? See RFP Section 5.12 (e)
30.	44	5.20	Will ADOC provide all required state clothing, pajamas, etc? If it will be the responsibility of the Vendor, please provide a list or ADOC policy number that regulates the quantities and type of clothing required for each resident. Yes

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31.	44	5.21	<p>Is there specific reasons why ADOC will provide the Commissary versus a Vendor-provided Commissary? Will this area be excluded from the vendor lease?</p> <p>This means the Vendor will have to provide area, security, restrictions, etc. but then not benefit from proceeds of sales? See RFP Section 5.21</p>
32.	44	5.23	<p>Will vendor receive any proceeds from telecommunications since ADOC is providing telecommunications access to inmates? (See page 58 on Appendix C – this RFP Section and Item #8 of Appendix C are in conflict)</p> <p>No</p>
33.	44	5.25	<p>Will vendor have access to Disciplinary Module?</p> <p>Potential access to ADOC systems will be determined by the ADOC</p>
34.	44	5.27	<p>Will the Vendor have viewable access to the ADOC Visitation Module?</p> <p>Potential access to ADOC systems will be determined by the ADOC</p>
35.	46	5.32	<p>Will the Vendor be required to provide a hobby craft shop and hobby craft supplies? If not, please confirm that ADOC is responsible for hobby craft shop/supplies.</p> <p>No</p>
36.	46	5.30 Inmate Work	<p>Will the ADOC provide detail on the types of jobs preferred for Wetumpka and its population, or, can ADOC provide inmate work details from a comparable female facility?</p> <p>Vendor to propose</p>

*Alabama Department of Corrections
Request for Proposal No. 2014-3 ADOC Wetumpka Women's Facility
QUESTION SUBMITTAL FORM*

1. SECTION 1, Introduction, and Appendix C Page 4 and 58

Section I states "Vendor will be responsible for extensive facility renovations prior to inmate occupancy.

QUESTION: In the event the State does not exercise the renewal options, will ADOC pay the Vendor for any remaining unamortized facility improvement costs?

See RFP Section 2.5

2. SECTION I, 1.2 Definitions Page 7

Section 1.2 states "Medium Security Inmate – an Inmate that requires a moderate to high degree of physical restraint and detection according to ADOC policy... "

QUESTION: It is our understanding that the Wetumpka Women's Facility has unlocked prisoner accommodations. Please confirm that this facility is suitable for this population?

See RFP Appendix C

3. SECTION I, 1.1 Purpose of Procurement Page 5

Section I states "The current estimate is that approximately four hundred (400) medium security female inmates will be placed in the secure facility or facilities. This number, however, is an estimate only and should not be considered a guarantee for any contract resulting from this RFP."

QUESTION: Would the State consider a guaranteed average daily population for this contract?

See RFP Section 1.1

QUESTION: It appears after the initial walk-through and floor plans provided that the maximum number of beds available is 360 (compliant with Alabama plumbing ratios). Will the state please confirm the maximum capacity of the facility?

See RFP Section 1.1

4. SECTION II, 2.1.d Proposal Conditions Page 12 –

The lease requirement in RFP Section 2.1 (d) has been deleted.

Section 2. 1. d states "Vendor agrees to lease the property.....at the fair market value established by an approved appraisal... "

QUESTION: Which government entity will be the owner and/or lessor of the facility as discussed in 2.1(d)? Please also state whether the government entity is a public authority or municipal or county government.

No longer applicable.

QUESTION: When will this fair market value be provided? Can Vendors assume that a qualifying bid is exclusive of the cost of the Facility lease and any related sales and/or property taxes, if applicable, if the fair market value is not provided prior to bid submission.

No longer applicable.

*Alabama Department of Corrections
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QUESTION SUBMITTAL FORM*

5. SECTION 11, 2.1.f Proposal Conditions Page 12

Section 2. If states "Any alternate proposal submitted by Vendor (receiving pre-award notice), which in the opinion of the ADOC best satisfies the ADOC's requirements, may be considered and substituted for Vendor's initial proposal, either in whole or in part.

QUESTION: May Vendors submit alternate sites for the State's consideration along with submission of their initial proposal response for the Wetumpka site?

See RFP Section 2.1(f)

6. SECTION II, 2.6, Billing Page 15, Item (b)

Section 2.6 states "Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If it is determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability. "

QUESTION: Is the construction/renovation cost tax exempt?

See Section 2.6(b)

7. SECTION 111, 3.5.b.4 Proposal Format Page 22

Section 3.5.b.4 requires Vendors to address "Data processing resources and the extent they are dedicated to other matters. "

QUESTION: Will the State please clarify what is meant by "data processing resources"?

The infrastructure that will be utilized to gather and report data specific to the inmate population and programing at Wetumpka Women's Facility.

8. SECTION V, 5.9.e.ii Cognitive Behavioral Therapy Relapse Prevention Page 37-38

Section 5.9.e.ii states "CBT/Relapse Prevention is sixteen (16) sessions and is open-ended. The minimum methodology is two (2) hours per session, at a minimum of three (3) times per week of programming. "

QUESTION: Is this requirement in reference to a specific curriculum?

No

If so, will the State please provide the name of curriculum?

9. SECTION V, 5.9.e.iii Life Management Skills Page 38

Section 5.9.e.iii states "This is a thirty (30) hour class that is open-ended. The minimum methodology is two (2) hours per session, at a minimum of three (3) times a week of programming. "

QUESTION: The Life Management Skills program is delivered in conjunction with Ingram State Technical College. Is there a specific Life Skills curriculum that the College will use? If so, will the State please provide name of curriculum?

"Thinking for Change"

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10. SECTION V, 5.10 Educational and Vocational Services Page 40

Section 5.10.a states "This shall require Vendor to provide, as part of its cost consideration, the cost of providing security services for the delivery of training programs "

QUESTION: Can the State specify the anticipated vocational programs to be offered at the facility?

1st year: HVAC and Electrical Technician Programs
2nd year and 3rd year: Will add an additional program each year

11. SECTION V, 5.1 Ld Personnel and Training Page 41

Section 5. 11. d states "Responses shall describe all employee training. Responses shall include detailed training curricula that differentiate between training provided to different classes of employees (e.g. security, clerical). "

QUESTION: Does the State require Corrections Officers and Instructors to obtain APOSTC Certification for this contract?

No.

12. SECTION V, 5.11A Personnel and Training Page 41 Section 5. 11.

d states "State approval of firearms training is required.

QUESTION: Does the State require Corrections Officers to obtain special firearms licensure? If yes, what agency oversees the license and requirements?

See Alabama Code Sections 34-27C-1 to -8

13. SECTION V, 5.17 Medical Services Page 43

Section 5.17 states "The ADOC will be responsible, by means of the ADOC contracted health services vendor, for the provision of all routine and basic on-site health care and, as needed, mental health evaluations for all ADOC inmates at the Facility.

QUESTION: Please confirm that vendors should not include any medical labor or expenses in our proposed per diem since the State has a separate contract for medical services. Will vendors be responsible for providing medical furniture, fixtures and/or equipment as part of facility renovations?

See RFP Section 5.17 and Appendix C

14. SECTION V, 5.27 Visitation Page 44

Section 5.27 states "Vendor shall provide the opportunity, physical space, furniture, equipment, and supervision for visitation, including attorney visitation, in accordance with ADOC policy"

QUESTION: Does the State require both contact and non-contact visitation areas?

This RFP does not include a non-contact visitation area requirement.

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15. SECTION V, 5.30 Inmate Work Page 46

Section 5.30.a states "Vendor shall establish meaningful Inmate work programs as agreed upon.

QUESTION: Are the inmates paid for working? What are the pay expectations?

Vendor will not be responsible for paying inmates.

16. SECTION V, 5.37 Insurance Page 48

Section does not state that property insurance coverage is required.

QUESTION: In the absence of a requirement for the Vendor to provide property insurance coverage on the building and improvements, it would appear that this obligation remains with the State of Alabama Department of Risk Management State Insurance Fund (SIF). Since the Vendor will be held responsible for most if not all damage to State-owned property, there are two general approaches to avoid duplicate coverage, duplicate insurance cost and potential claim adjusting problems:

1. The SIF would continue to insure the buildings and improvements and grant a waiver of subrogation in favor of the Vendor. The Vendor will then eliminate the associated property insurance premium from its bid.
2. Remove the building and improvements from coverage under the SIF and require the Vendor to insure them at full replacement cost naming the State as an additional insured and loss payee. The Vendor would add a component to its bid for this property insurance premium; however, the State would no longer incur any premium charge from the SIF.

Will the State please consider one of the above approaches to resolve these potential issues?

No

17. APPENDIX C, Scope of Work Page 58

Appendix C states "Work performed by Vendor shall comply with all applicable federal, state, and local codes and regulations. The scope of work shall include repairing and replacing where necessary all substandard materials and/or building systems with new updated materials and systems as required and/or determined necessary."

QUESTION: Will the State please define what is considered to be substandard material and/or building systems?

No

18. APPENDIX C, Scope of Work Page 58, Item 5

Item 5 states "Hot Water Heaters: Replace all existing electric hot water heaters with new natural gas heaters of similar size and volume to comply with energy agreement between ADOC and the natural gas provider (ALAGASCO); run new gas lines where required."

QUESTION: Will the State please provide a copy of the energy agreement between ADOC and the natural gas provider (ALAGASCO)?

This information will be available for review at the mandatory site visit.

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19. APPENDIX C, Scope of Work Page 58, Item 7

Item 7 states "Surveillance Camera System: Provide system and software with recorders/servers equal to ADOC system already in use at Tutwiler Prison for Women. Verify quantity and location of all cameras. "

QUESTION: Will the State please provide the specifications for the security system, software and hardware used at the Tutwiler Prison for Women?

This information will be available for review at the mandatory site visit.

20. APPENDIX C, Scope of Work Page 59, Item 12

Item 12 states "Perimeter Fencing: Provide and erect a security fence system in compliance with ADOC Administrative Regulation No. 301 dated January 7, 2004; with (2) vehicle drive thru gates and (2) walk-thru pedestrian gates around perimeter area (verify location); fence assembly shall be 12'-0 " high above ground with an additional 2'-0 " buried in concrete in-ground with security razor wire at top and bottom as called for in said regulation. "

QUESTION: The ADOC Administrative Regulation website does not list Administrative Regulation No. 301. Will the State please provide a copy of this regulation?

No. Additional information concerning fencing will be provided in the near future.