State of Hawaii
Department of Corrections & Rehabilitation
Institutions Division

Addendum B

June 12, 2026

to

Request for Proposals

RFP No.: DCR 26-ID/MB-42

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

June 12, 2026

ADDENDUM NO. B

To

REQUEST FOR PROPOSALS

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

The Department of Corrections and Rehabilitation, is issuing this addendum to RFP Number DCR 26-ID/MB-42 for the purposes of:

- ☐ Responding to submitted written question submitted in accordance with Section 1.8, of the RFP.
- ☒ Amending the RFP.
- ☐ Final Revised Proposals

The proposal submittal deadline:

- ☐ is amended to < >.
- ☒ is not amended.
- ☐ for Final Revised Proposals is <date>.

Attached is (are):

- ☒ A summary of the questions raised and responses for purposes of clarification of the RFP requirements.
- ☒ Amendments to the RFP.
- ☐ Details of the request for final revised proposals.

If you have any questions, contact:

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For RFP No.: DCR 26-ID/MB-42, A Multi-Custody Level Correctional Facility for the Confinement, Care and Custody of Hawaii Male Offenders

Question No. 1: Page 2 of 106, Introductory paragraph, Page 1-1, Section 1; Administrative Overview, and Section 2.3, page 2-4, Contract Term Start Date - In the Introductory paragraph, the Administrative Overview and Section 2.3, the RFP lists the contract start date as August 1, 2026, while later in Section 2.3, Subsection E., under "Contract terms" it references a start date of July 15, 2021. Will the State please confirm the official commencement date for the contract term?

Response No. 1: Correction is made to page 2-4, Section 2.3, E. Single or multi-term contracts to be awarded, Contract terms, Initial term of contract is corrected to "Three (3) years beginning August 1, 2026, or the commencement date stated on the Notice to Proceed."

Question No. 2: Page 3 of 106 / page 1-7, Email Submissions; Proposal Mail-In and Delivery Information Sheet - The Information Sheet indicates that an emailed PDF submission of the electronic copy is acceptable; however, page 1-7, Subsection H, Proposal Submittal, states that "Facsimile or E-mailed Proposal Submittals. Proposals submitted through electronic means shall not be accepted." Will the State please clarify whether emailed PDFs are acceptable only as the electronic copy accompanying the hard copy proposal delivered to the Department of Corrections and Rehabilitation building?

*Response No. 2: Yes PDFs are acceptable only as the electronic copy which accompanies the hard copy proposals. An amendment is made (please see Item #1 of Amendments Section, which follows the Question and Response section of this Addendum) is made to page 1-7, Subsection H. is corrected to conform to page 3 of 106 Proposal Mail-In and Delivery Information Sheet, which requires One (1) Original Hard Copy, **PLUS** Three (3) Hard Copies, **PLUS** One (1) Electronic Copy (the electronic copy may be included with the offerors proposal as a flash drive, CD, or emailed PDF attachment to DCR.BIDS@hawaii.gov).*

Question No. 3: Page 1-2, Section 1.2 Website Reference, Item 2 RFP Website - We noted that the included link to the RFP

website: http://hawaii.gov/spo2/health/rfp103f/ is not a working link. Will the State please provide a working website address?

Response No. 3: *The correct link is as follows: Hawaii Awards & Notices Data System*

Question No. 4: Page 1-2, Section 1.2 Website Reference, Item 4 General Conditions - We noted that the included link to General Conditions, AG-103F13 is not a working link. Please advise if the General Conditions located at https://spo.hawaii.gov/wp-content/uploads/2013/12/103F13.pdf is the correct document we should be referencing for the purposes of this RFP.

If so, General Conditions, Paragraph 3.2 Subcontracts and Assignments provides in part that no work or services shall be subcontracted or assigned without the prior written approval of the State. As with the current contract for these services, please confirm this requirement pertains only to subcontractors performing an entire major area of potential operational management (*e.g.,* food service, medical services, commissary, etc.) and does not include more routine subcontractors subject to perform minor services in the facility (*e.g.,* pest control, waste management services, etc.)

Response No. 4: *Yes, the link is not working and the General Terms and Conditions AG Form 103F is corrected to as follows: GENERAL CONDITIONS*

Yes, that is correct only to subcontractors performing an entire major area. Not minor as pest control, etc.

Question No. 5: Page 1-6, Section 1.9, D. Provider Compliance - Please confirm that this process is now online, and the tax clearance certificate is not required to "have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate."

Response No. 5: *Yes, Offerors may utilize the online Hawaii Compliance Express (HCE) and provide a "compliant" certificate. The HCE compliant certificate replaces the need of providing any hard copy certifications such as the tax clearance certificate, which is for Offerors who choose not to utilize the HCE online system.*

Question No. 6: Page 1-6, Section 1.9, H. Proposal Submittal Number of Electronic Copies/Flash Drives - This section references submitting the proposal on 4 separate flash drives, whereas the Proposal Mail-In Sheet indicates 1 electronic copy (flash drive, CD, or emailed PDF). Will the State please clarify the required number of electronic copies/flash drives to accompany the hard copy submissions?

Response No. 6: *Yes, a correction is made to remove the reference to "4 separate flash drives" and confirms only one electronic copy is needed to accompany the hard copies of the Offeror's proposals.*

*An amendment is made (please see Item #1 of Amendments Section, which follows the Question and Response section of this Addendum) is made to page 1-7, Subsection H. is corrected to conform to page 3 of 106 Proposal Mail-In and Delivery Information Sheet, which requires One (1) Original Hard Copy, **PLUS** Three (3) Hard Copies, **PLUS** One (1) Electronic Copy (the electronic copy may be included with the offerors proposal as a flash drive, CD, or emailed PDF attachment to DCR.BIDS@hawaii.gov).*

Question No. 7: Page 1-10, Section 1.22, General and Special Conditions of Contract - This section provides that Special Conditions may be imposed by the State Purchasing Agency, as deemed necessary. Please confirm that any additional terms will be subject to the Applicant's review and approval.

Response No. 7: *Yes, any additional terms will be subject to the Applicant's review and approval. However, if additional terms are new statutory requirements or changes in the law, the Service Provider must to comply with such new additional terms.*

Question No. 8: Page 1-12, Section 1.22, Termination - This section of the RFP provides that the State will provide at least 90 days' notice prior to terminating the contract. Section 4.2 and 4.3 of the General Conditions indicate that the State may terminate the contract upon only ten days' notice. Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the RFP termination provision take precedence over Sections 4.2 and 4.3 of the General Conditions?

Response No. 8: *Yes, the RFP termination provision takes precedence over the General Conditions.*

Question No. 9: Page 1-12, Section 1.22, Termination - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, and in the interest of fairness, will the Department agree to allow the Contractor the right to terminate the Contract for convenience with 180 days' notice?

Response No. 9: *Confirming that this is if only the contractor wants to terminate the contract for convenience only. Then yes, we can change to 180 days.*

Question No. 10: Pages 2-9 -2-18, Section 2.4, Scope of Work A. (3) Health Care - could the Department please confirm whether all subsections are correctly numbered and organized?

Response No. 10: *No, it is not correctly numbered, but organized correctly.*

Question No. 11: Can the Department confirm the following acronyms:

- Page 2-9 and 2-14, Section 2.4, paragraph, A. 3 o RN - is Registered Nurse? **Yes**

- Page 2-10, Section 2.4, paragraph A. 3,
  - o FTE - is Full-Time Equivalent? **Yes**

- Page 2-11, Section 2.4, paragraph A. 3,
  - o CPR - is Cardiopulmonary Resuscitation? **Yes**

- Page 2-12, Section 2.4, paragraph A. 3,
  - o MOUD - is Medications for Opioid Use Disorder? **Yes**

- Page 2-15, Section 2.4, paragraph A. 3
  - o EMR - is Electronic Medical Record? **Yes**
  - o CDC - is Centers for Disease Control and Prevention? **Yes**
  - o MMR - is Measles-Mumps-Rubella? **Yes**

- Page 2-16, Section 2.4, paragraph A. 3,
  - o DOT - is Directly Observed Therapy? **Yes**
  - o KOP - is Keep on Person? **Yes**

Response No. 11: *Yes, see above in blue font.*

Question No. 12: Page 2-10, Section3, Health Care, Behavioral Health Supervisor - This section requires the appointment of a Behavioral Health Supervisor (BHS) to oversee behavioral health operations. Will the State please specify the credentials required for this role?

Response No. 12: PHD or PsyD in Clinical Psychology. Supervisor must be licensed.

Question No. 13: Page 2-12, Section 3, Health Care, Behavioral Health - Based on the orientation call held May 28, 2026, we understand the type of staff, number of hours for patient care and services has been updated. In accordance with this direction, please confirm the State understands that this will add at least 20 hours of care by an addictionologist to the staffing pattern.

Response No. 13: Okay.

1. Provider Prescribing Authority

Primary care providers and psychiatrists working with the applicant have full authority under federal and state guidelines to prescribe the complete spectrum of required MOUD therapies, including Suboxone, Sublocade, Brixadi, and Vivitrol.

At the federal level, Suboxone, Sublocade, and Brixadi are Schedule III controlled substances. Under the federal SAMHSA MAT Act, any practitioner with a standard Schedule III DEA registration can prescribe them for Opioid Use Disorder (OUD) without any special waivers or patient caps. Vivitrol is not a controlled substance, so it faces even fewer restrictions.

Buprenorphine-Based Medications (Suboxone, Sublocade, Brixadi): Following the elimination of the federal "X-Waiver," any facility provider with a standard Schedule III DEA registration can legally prescribe these medications. This includes Physicians (MD/DO), Nurse Practitioners (NPs), and Physician Assistants (PAs)holding active licenses in the state of practice.

Opioid Antagonist Medications (Vivitrol): Because Vivitrol is not a controlled substance, any licensed healthcare provider with general prescriptive authority (MD, DO, NP, PA) in the jurisdiction can prescribe it. No specialized DEA registrations or federal controlled-substance waivers are required.

2. Nursing Scope of Practice & Administration Capabilities

The applicant's nursing staff—including Registered Nurses (RNs) and Licensed Practical Nurses (LPNs)—operate

strictly within the regulations of the applicable state board of nursing. After completing relevant vendor training, the applicant's staff can safely administer all specified formulations under a valid provider order.
Daily Oral Administration (Suboxone): The applicant's staff are capable of managing the direct observation and distribution of sublingual Suboxone films or tablets during designated facility pill-call lines to maximize adherence.
Long-Acting Injectable Buprenorphine (Sublocade & Brixadi): Following the completion of required clinical vendor training, the applicant's nursing staff can administer these subcutaneous injections. Training enables staff to manage precise depot placement, site rotation, and mandated post-injection monitoring.
Long-Acting Injectable Naltrexone (Vivitrol): Upon training, the applicant's staff can perform Vivitrol's specialized deep intramuscular (IM) gluteal injection technique, suspension preparation, and the protocol to verify that the patient has been opioid-free for 7 to 14 days to avoid precipitated withdrawal.
Zero Inmate Handling: long-acting injectable medications (Sublocade, Brixadi, Vivitrol) are never handled by, and assess I want or dispensed directly to, the inmate.

3. Regulatory Compliance & Secure Inventory Management
The clinical environment supports strict facility-wide adherence to federal safety and chain-of-custody protocols for all MOUD inventory managed by the applicant's staff.
FDA REMS Program Certification: The clinical space can be fully certified under both the Sublocade REMS and Brixadi REMS programs. This ensures that these controlled substances are ordered exclusively from certified specialty pharmacies and delivered directly to the medical unit. They have. That would keep them out, therefore, but the thing is is that.

Secure Cold-Chain Storage: Sublocade, Brixadi, and Vivitrol can be stored securely inside locked, temperature-regulated clinical refrigerators with continuous monitoring.
Accountability Tracking: Controlled injectables are subject to strict federal logging requirements, while Vivitrol can be securely tracked within the electronic Medication Administration Record (eMAR) system for continuous inventory auditing by the applicant's staff. The applicant is already responsible for tracking other controlled substances already being prescribed outside of MOUD medications.

Question No. 14: Page 2-10, Section 3, Health Care, Telephone Availability of Health Care staff - The bolded sentence in this section of the RFP states, "Telephone availability of health care staff shall not substitute for required on-site coverage when patient care operations are active." We interpret this to mean that registered nurses should be providing the required on-site coverage when patient care operations are active. Is this interpretation consistent with Hawaii's intent of the statement? If not, please clarify the State's intended meaning.

Response No. 14: *There should be 24/7 RN coverage onsite at the facility for every day without any gaps in onsite nursing coverage. RN availability via phone calls does not substitute for the need for 24 hours per day, every day, all shifts in facility nursing coverage. (Previous RFP stated that it could be substituted, that is why it was clarified for this RFP that they are required to have continuous onsite nursing).*

Question No. 15: Page 2-11, Section 2.4, paragraph A - We noticed a typographical error with the spelling of "mental" in Subsection 1.), in the paragraph beginning with "Chronic Care," on page 2-11.

Response No. 15: *Yes, the typographical error is noted as “menthal” is corrected to “mental.”*

Question No. 16: Page 2-12, Section 3, Health Care, Substance Use Disorder (SUD) Management - During the orientation meeting on May 28, 2026, it was mentioned that the State would like for Suboxone/Sublocade to not be a reason an inmate cannot transfer. Please confirm the State will cover the cost of Sublocade or other injectable monthly medications for opioid use disorder or other substance use treatment.

Response No. 16: *Yes.*

Question No. 17: Page 2-12, Section 3, Health Care, Substance Use Disorder (SUD) Management - This section states patients should be initiated on MOUD when clinically appropriate. Will the State please identify the current number of inmates on MOUD? Will the State please give an estimation for the expected number of MOUD inmates that will be a part of this program?

Response No. 17: *Projected MOUD Program Enrollment and participation Metrics*

1. Estimated Population Meeting Clinical Criteria
Based on national correctional healthcare benchmarks and federal data from the Substance Abuse and Mental Health Services Administration (SAMHSA), the applicant estimates that 15% to 30% of the total housed population will see a nurse / medical provider and meet the diagnostic criteria for Opioid Use Disorder (OUD) upon screening. This represents the total pool of inmates that may be potentially eligible for evaluation to prescribe these medications, however, does not account for inmates who refuse medical services or who refuse screening.

2. Projected Active Participation Rate
At any given time, the applicant projects that an average of up to 15% of the population may reasonably be on MAT/MOUD. However, realistically, would project 5% to 8% of the total facility population will be actively enrolled in and receiving MOUD. This active enrollment rate reflects a realistic operational ceiling that accounts for several attrition variables:

Patient Choice and Voluntary Discontinuation: A portion of clinically eligible inmates will decline medication-assisted options, preferring behavioral therapy alone, or will choose to taper off the medication voluntarily during their stay.

Pre-induction Medical Exclusion: Prior to initiating therapies like Vivitrol, patients must achieve 7 to 14 days of supervised, opioid-free detoxification to avoid precipitated withdrawal. Some individuals will not meet these clinical safety parameters.

Clinical Attrition & Disciplinary Actions: Active enrollment numbers account for individuals who are safely removed from the program due to behavioral or safety violations, including:
Failure to adhere to the mutually signed patient care contract.
Refusal to participate in mandated programs, clinic visits, counseling or behavioral modifications.
Diversion attempts or manipulation of the medication distribution line.

3. Shift Toward Long-Acting Injectables to Stabilize Participation
To mitigate the attrition caused by behavioral contract violations and diversion, the applicant's framework heavily emphasizes the need for utilization of long-acting injectables (Sublocade, Brixadi, and Vivitrol).

Because these formulations are administered once-weekly or once-monthly by trained staff and cannot be diverted or hoarded, their integration drastically minimizes program dismissals. This allows the facility to maintain a more stable, predictable, and secure active participation rate.

Question No. 18: Page 2-12, Section 3, Health Care, Specialty Care Payment Responsibility - This section references the Applicant's responsibility to provide access to specialty and subspecialty care (e.g., cardiology, oncology, gastroenterology) onsite or via community partnerships. Will the State please clarify whether the costs associated with offsite specialty consultations, diagnostics, procedures, or treatments are the responsibility of the State or the Applicant?

Response No. 18: Yes.

Question No. 19: Page 2-13, Section 3, Health Care. High-Cost Specialty Medications/Pharmacy Carve-Outs - This section references continuity of care for pre-existing Hawaii consults and specialty referrals. Will the State please clarify whether the Applicant is expected to assume full financial responsibility for follow-up on these pre-existing consults, or will the State cover costs for medically necessary procedures already prescribed or pending prior to transfer?

Response No. 19: Yes

Question No. 20: Page 2-13, Section 2.4, paragraph A - Will the Department agree to revise the second bullet point on the page to read as follows?

"Ensure timely scheduling and request of consult note retrieval."

Response No. 20: Yes, we can change it to 'ensure timely scheduling and request of consult note retrieval.

Question No. 21: Pages 2-13 and 2-14, Section 2.4, paragraph A (3) (Also p. 3-11, § 3.5 A and p. 4-11, § 4.3.B.6) Cost - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree to reimburse the Contractor for the hourly security costs incurred beginning on the sixth day of any cancer hospitalization?

Response No. 21: Yes, we will reimburse the contractor the hourly cost on the sixth day of any cancer treatment.

Question No. 22: Pages 2-13 and 2-14, Section 2.4, paragraph A (3) (Also p. 3-11, § 3.5A and p. 4-11, § 4.3.B.6) Cost - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree to reimburse the Contractor for the hourly security costs incurred beginning on the 15th day that an inmate is hospitalized for any reason other than cancer treatment?

Response No. 22: Yes, we will reimburse the hourly cost fifteenth day for non-cancer treatment.

Question No. 23: Pages 2-14 and 2-15, Section 2.4, paragraph A (3) (Also p. 3-11, § 3.5A and p. 4-11, § 4.3.B.6) Cost - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department be responsible for the cost of immunizations?

Response No. 23: Yes.

Question No. 24: Page 2-14, Section 2.4, paragraph A (3) (Also p. 3-11, § 3.5A and p. 4-11, § 4.3.B.6) Cost - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department be responsible for the cost of preventive screenings?

Response No. 24: Yes, reimbursement basis may be allowed.

Question No. 25: Page 2-14, Section 3 Health Care, Preventive Services - This section states that preventive services shall align with the U.S. Preventive Services Task Force. We note that this appears to be a new requirement beyond compliance with the ACA and NCCHC. Please confirm whether the State is requiring this higher standard and any additional associated costs for compliance

Response No. 25: *It is in the current contract page 18, i.*

Question No. 26: Clarification on Medical Records/Continuity of Care; Section 3, Health Care - The RFP specifies that routine medications are provided at no cost to the inmate, and certain medications may be reimbursed by the State.

a. Will the State clarify the expectations regarding high-cost specialty medications (e.g., biologics, oncology treatments, antiviral therapies)?

b. Would the Applicant be able to propose a carve-out or pass-through structure for these medications?
i. If yes, what process should be followed for approval?

Response No. 26: *Response for 26.a. "In accordance with our current contract, as the current contract states, STATE covers the cost of HEPC tx, AIDS/HIV meds."*

Response for 26.b. the Department would need more explanation on this, and if needed, the Offeror is awarded a contract, this issue may be negotiated prior to contract execution.

Question No. 27: Page 2-15, Section 2.4, paragraph A (2), - We noticed a typographical error with the spelling of "Hepatitis" in reference to the panel, in the second sentence on p. 2-15.

Response No. 27: *Yes, the typographical error is noted as "Hepatits" is corrected to "Hepatitis."*

Question No. 28: Page 2-15, Section 2.4, paragraph A, bullet 3 - Hepatitis C screening and treatment (Also, p.2 of RFP; p.1-5; p. 2-1, § 2.1 A., p. 2-9, p. 3-11, § 3.5 A and p. 4-11, § 4.3.B.6 & the Appendices generally) - The referenced sections cover guidelines, as well as county, state, and federal laws, policies and procedures, and other rules and regulations, in addition to Applicant's Cost. Changes to guidelines, laws, policies, procedures, or regulations can lead to increased costs for the Applicant. Will the Department agree to add an additional provision on p. 2-21 as follows?

(6) "g. If a new or revised guideline, law, policy, procedure, rule or regulation results in a significant increase to Applicant's operating costs, the Parties will meet in good

faith to determine an appropriate increase in the per diem to account for compliance related expenses."

Response No. 28: *No we will not agree to this change*

Question No. 29: Page 2-16, Section 2.4, paragraph A. - Restrictive Housing Units - This section states that medications and insulin shall not be given prior to 0500, which is assumed to be that facility's local time. The facility currently housing Hawaii's out-of-state population generally feeds RHU inmates as soon as the early morning count clears, allowing feeding to be completed before recreation begins, given the heat factor, to ensure the RHU population receives at least the required two hours of recreation, weather permitting. Based on the explanation provided, will the Department agree to remove this requirement?

Response No. 29: *No, because inmates have complained there is a long wait between receiving their insulin and receiving their meal.*

Question No. 30: Page 2-16, Section 2.4, paragraph A (3.c) (Also p. 3-9, 3-11 §3.5A (6) and p. 4-11, §4.3.B.6) Cost- Consistent with paragraph A. (3) c. on page 2-16, will the Department agree to include eyeglasses among the health care related items that inmates may be required to pay for?

Response No. 30: *Yes, already included in current contract.*

Question No. 31: Page 2-17, Section 2.4, paragraph A (3) f. - This section indicates that Hormone therapy shall be provided to transsexual inmates at no cost. Will the Department agree to revise this section to be consistent with other sections of the RFP (p. 2-21 (6) f (4); p. 3-9, paragraph F; p. 3-12, paragraph 6 (4), p. 4-11&12, §4.3.B.6 (4)) and with Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, which provide that such therapy shall be provided at the inmate's expense and only to inmates authorized by the State?

Response No. 31: *Current contract states Hormone therapy shall be provided to transsexual inmates at no cost to the patient/inmate.*

Question No. 32: Page 2-20, Section 2.4, paragraph (d) - This section states, "The Applicant will be responsible for the cost of transporting inmates to and from Eloy, Arizona to its proposed facility.

The State will be responsible for the cost of transporting inmates to and from the State of Hawaii. If the Applicant requests that an inmate be returned to Hawaii, the Applicant shall then be responsible for the cost of transportation for the return of that inmate to Hawaii". Would the Department agree to change the proposed language to state the following?

"The Provider shall pay for all transportation to the hospital and upon admittance the State shall be responsible for the cost of security during the hospital confinement and shall reimburse the Provider for the security rate of time-and-a-half the average correctional officer hourly rate per hour per officer."

Response No. 32: *d. the transportation in this section is not talking about medical transportation or staff cost.*

Question No. 33: Page 2-20, Section 2.4, paragraph A.(6) (Also p. 3-12, §3.5A (5) and p. 4-11, §4.3.B.6.d) Cost - Will the Department agree to revise subparagraph e. to read as follows?

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

Response No. 33: *Yes, we can revise this section No. 33.*

Question No. 34: Page 2-22, Section 2.4, paragraph B. 1. c. Management Requirements/Personnel - Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree to revise the first sentence of this sub-paragraph to read as follows?

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

Response No. 34: *Yes, we can revise the first sentence in that paragraph.*

Question No. 35: Page 2-22, Section 2.4, paragraph B. Management Requirements - Decisions concerning the removal of key personnel are made for a variety of reasons, including the

personal reasons of the individual involved. Will the Department agree that the Department's approval is not required prior to the removal of any key personnel, as long as the Contractor gives the Department reasonable notice under the circumstances of the change?

Response No. 35: *No, we will not approve change.*

Question No. 36: Pages 2-22 and 2-23, Section 2.4, paragraph B Management Requirements - Will the Department agree that under certain circumstances, substitute personnel may be used on an interim basis prior to receiving the State's approval as long as a resume of individual who is filling the key position on an interim basis has been forwarded to the State for approval?

Response No. 36: *No, we will not approve change.*

Question No. 37: Pages 2-22 and 2-23, Section 2.4, paragraph B Management Requirements - Will the Department agree that the State shall not unreasonably withhold approval of the Contractor's substitute or replacement key personnel?

Response No. 37: *We will agree to not unreasonably withhold approval.*

Question No. 38: Page 2-22, Section 2.4, paragraph B Management Requirements - This section provides that "Personnel changes that are not approved by the State may be grounds for the Applicant's termination." Please confirm that this provision applies only to substitution for or replacement of key personnel.

Response No. 38: *Yes, this only applies to key personnel.*

Question No. 39: Page 2-22, Section 2.4, paragraph B Management Requirements - Will the State agree to revise the third sub-paragraph to read as follows?

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

Response No. 39: *Yes, agree to this revision No. 39.*

Question No. 40: Page 2-22, Section 2.4, paragraph B Management Requirements - Item 1.d. states: "Provide case management staff and/or substance abuse counselors who are certified to complete the Level of Services Inventory – Revised (LSI-R). Training and necessary materials (i.e. LSI-R/ASUS forms) shall be at the Applicant's expense." In Appendix D (policy COR 14.26.) it states "Only certified case workers shall conduct the LSI-R and ASUS assessments. Substance abuse staff are not eligible to conduct the LSI-R and ASUS assessments."

Please confirm that Substance abuse staff can be utilized for this requirement as it is the case today.

Response No. 40: *Yes, substance abuse staff that are certified may do the LSI/ ASUS.*

Question No. 41: Page 2-22, Section 2.4, paragraph B Management Requirements - Under the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, staff are expected to complete the LSI-R for residents who are on the transfer manifest and for RDAP placement. Will the successful respondent be required to complete this on a regular basis? If yes, please confirm the interval desired by the State.

Response No. 41: *Yes, we confirm they must complete the LSI. This will be completed on a quarterly charter flight or as needed.*

Question No. 42: Page 2-26, Section 2.5 Compensation and Method of Payment, and Page 3-11, Section 3.5(A) Financial/Pricing Structure - Please confirm that there is no pricing form to be completed for the proposed per diems.

Response No. 42: *Confirming there is no pricing form to be completed.*

Question No. 43: Page 2-26, Section 2.5 Compensation and Method of Payment, and Page 3-11, Section 3.5(A) Financial/Pricing Structure - Please confirm that respondents may propose a different per diem for the 40-bed mental health population than for the base facility population

Response No. 43: *Yes, Offerors may propose a different per diem for the 40-bed mental health population. The proposal must clearly indicate if there is a different per diem rate from the base*

facility population rate. The option to add this second pricing unit, will change the score weighting. Please see amendments section items #2 and #3.

Question No. 44: Appendix B, Outpatient Substance Abuse Treatment - Is the State open to changing the outpatient curriculum for SUDS from RDAP Journals to Living in Balance under the new contract?

Response No. 44: No, we are not open to changing to SUDS.

Question No. 45: Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the commingling of Hawaii inmates with inmates from other jurisdictions be permitted within the contract facility?

Response No. 45: Yes, commingling with other jurisdictions in general area (programing, walkways) is permitted but not housing in the same unit.

Question No. 46: Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree to insert into the final contract resulting from this RFP the following provision as a Special Condition?

No Third-Party Beneficiary Enforcement. *It is agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Provider, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other person on this Contract. The State and the Provider intend that any entity, other than the State or the Provider receiving services or benefits under this Contract, shall be deemed an incidental beneficiary only.*

Response No. 46: Okay.

Question No. 47: Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree to insert into the final contract resulting from this RFP the following provision as a Special Condition?

Force Majeure. *Neither party shall be held responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party and which could not have been avoided by the exercise of due care.*

Response No. 47: *Yes, for Question 47, vendor can add the following language for force majeure:*

Force Majeure. Neither party shall be held responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party and which could not have been avoided by the exercise of due care.

Question No. 48: Consistent with the Department's existing contract for services provided to Hawaii inmates in an out-of-state facility, will the Department agree that the Contractor may subcontract or assign the Agreement, in whole or in part, to an affiliate of Contractor, such that no further approval is required?

Response No. 48: *For Question 48, vendor can add the following language for subcontracting:*

No right or interest pursuant to this agreement shall be assigned or delegated by the Provider without the prior written permission of the State. However, the Provider is authorized to subcontract with any individual or entity for the performance of the Provider's obligations hereunder provided each such subcontractor agrees to be bound by all applicable provisions of this Contract. The Provider acknowledges it will not by the act of subcontracting be absolved or released from any obligations under this Contract. Notwithstanding the foregoing, Provider may assign this Agreement to any of its wholly owned subsidiaries.

Amendments to the Request for Proposal:

1. *The following amendment is made to page 1-7, Subsection H. is corrected to conform to page 3 of 106 Proposal Mail-In and Delivery Information Sheet, which requires One Original Hard Copy, plus Three Hard Copies plus one electronic copy. The first paragraph is removed as follows:*

> ***H. Proposal Submittal.*** *All proposal submittals shall conform to the instructions stated on the Proposal Mail-In and Delivery Information Sheet (page 3 of the RFP).* ~~*The proposals shall be submitted in an electronic format, on a flash drive (4 separate flash drives) mailed to the Department of Corrections and Rehabilitation. 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 by the Department.*~~
>
> *One (1) Original Hard Copy, PLUS Three (3) Hard Copies, PLUS One (1) Electronic Copy (the electronic copy may be included with the offerors proposal as a flash drive, CD, or emailed PDF attachment to DCR.BIDS@hawaii.gov)*
>
> *All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet, or as amended. All deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected when:*
>
> *a. Postmarked after the designated date; or*
> *b. Postmarked by the designated date but not received within 10 days from the submittal deadline; or*
> *c. If hand delivered, received after the designated date and time.*
>
> *The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.*
>
> *Facsimile* ~~*or E-mailed*~~ *Proposals*
> *Submittals. Proposals submitted through facsimile* ~~*electronic means*~~ *shall* ***not*** *be accepted.*

2. *To accommodate the change for Question and Response #43, which allows a different per diem for the 40-bed mental health population than for the base facility population, the following amendments are made to allow additional pricing unit (should the Offeror choose to provide a different per diem), and also updates the score weight for the additional pricing unit:*

a. Page 3-11, Section 3, 3.5 Financial, A. Pricing Structure:

A. **Pricing Structure**

Applicant shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. The cost proposal shall be attached to the Proposal Application.

The proposal shall include the per diem amount per Inmate for one thousand (1,000) to two thousand (2,000) inmates over the life of the contract. **The proposal may include a different per diem for the 40-bed mental health population than for the base facility population**. The Offer may include a graduated amount, dependent upon the number of Inmates. The per diem shall include all expenses, costs, charges, taxes, and obligations, except for the following:

b. Page 4-12, Section 4, #6. Cost (100 points):

In converting the per diem price to points, the lowest per diem price will receive the maximum number of points allocated to cost, ~~20~~ **100 points (or 25 weighted points**). The point allocations for costs on the other proposals shall be determined through the method set out as follows:

Lowest per diem price **for base facility inmates per diem** ÷ Applicant's per diem price x 80 points = Evaluation Price Points.

Lowest per diem price **for mental health facility inmates** ÷ Applicant's per diem price x 20 points = Evaluation Price Points.

Should the Offeror choose to provide a different per diem price for base facility inmates and mental health facility inmates, the Cost section shall be weighted as follows:

Percentage weight shall be 80% (or 20 weighted points) to the base facility inmates per diem, and 20% (5 weighted points) to mental health facility per diem for weighted score.

c. Page 4-13, Section 4, Score Weighting:

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:

	Maximum Points	Weight	Weighted Points
Program Overview	0	0	0
A. Experience and Qualifications	100	10%	10.0
B. Inmate Services	100	10%	10.0
C. Programming	100	25%	25.0
D. Health Care	100	10%	10.0
E. Security & Safety	100	20%	20.0
F. Cost*	100	25%	25.0

***Should the Offeror choose to provide a different per diem price for base facility inmates and mental health facility inmates, the F. Cost section shall be weighted as follows: percentage weight shall be 80% (or 20 weighted points) to the base facility inmates per diem, and 20% (5 weighted points) to mental health facility per diem for weighted score.**

Total Weighted Points 100.0