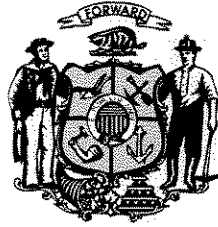


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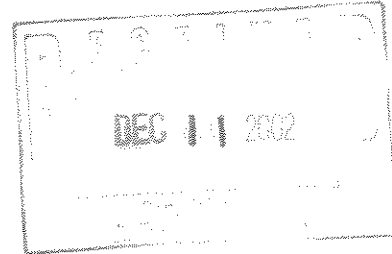
STATE OF WISCONSIN

JAMES E. DOYLE
GOVERNOR-ELECT



December 11, 2002

The Honorable Brian Burke, Co-Chair
Joint Committee on Finance
Room 317 East, State Capitol
Madison, WI 53702



The Honorable John Gard, Co-Chair
Joint Committee on Finance
Room 308 East, State Capitol
Madison, WI 53702

Dear Senator Burke and Representative Gard:

On December 2, 2002 the Department of Corrections submitted a request to the Joint Committee on Finance to approve a master contract with Corrections Corporation of America (CCA) for the period December 22, 2002 through December 21, 2005. The contract is expected to place up to 5,500 male inmates utilizing seven out-of-state CCA facilities.

I am respectfully requesting that you postpone action on this contract at this time to allow the opportunity for my incoming administration to review the contract. My administration will make every effort to conduct its review quickly and carefully.

Thank you for your consideration. Please feel free to contact me or my incoming Chief of Staff, Susan Goodwin for any further details.

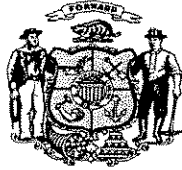
Sincerely

Jim Doyle
Governor-Elect

I

Scott McCallum
Governor

Jon E. Litscher
Secretary



Mailing Address

3099 E. Washington Ave.
Post Office Box 7925
Madison, WI 53707-7925
Telephone (608) 240-5000
Fax (608) 240-3300

State of Wisconsin Department of Corrections

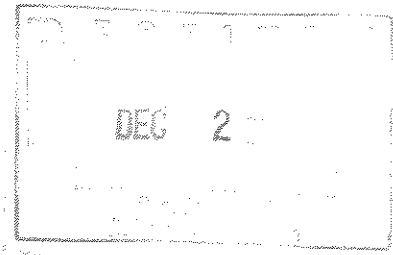
DATE: December 2, 2002

TO: The Honorable Brian Burke, Co-Chair
Joint Committee on Finance
Room 317 East, State Capitol
Madison, WI 53702

The Honorable John Gard, Co-Chair
Joint Committee on Finance
Room 308 East, State Capitol
Madison, WI 53702

FROM: Jon E. Litscher, Secretary
Department of Corrections

SUBJECT: §13.10 Request – New Contract for Out-Of-State Contract Beds



Request

The Department of Corrections (DOC) requests approval of a master contract with the Corrections Corporation of America (CCA) for the period December 22, 2002 through December 21, 2005 that will permit placement of up to 5,500 male inmates utilizing seven (7) out-of-state CCA facilities. The master contract would allow the Department to shift beds and inmates within approved facilities and within approved bed authority to meet the operational needs of the Department.

Background

DOC first experienced a shortage of in-state inmate housing in 1996. At that time, DOC entered into its first out-of-state housing contract. Since 1996, DOC has had an on-going need for out-of-state beds because there have not been enough in-state beds for the DOC inmate populations. On November 15, 2002 there were 3,496 DOC inmates housed in out-of-state facilities.

The current contract that DOC has with CCA expires on December 21, 2002. A Request for Proposal (RFP# C-624) was issued by DOC in June 2002 for inmate housing. The contract terms for the proposal are for a period of 3-years beginning December 22, 2002, with the ability for contract extensions by mutual agreement for 2 additional 1-year periods.

Wisconsin Statutes at §302.26 require DOC to receive approval from the legislature by law or by the Joint Committee on Finance (JCF) for any contract involving the transfer and confinement of 10 or more prisoners in any fiscal year to any one state or to any one political subdivision of another state.

Analysis

The Department received several proposals from various companies in response to its Request for Proposal (RFP #C-624). The selected company is the Corrections Corporation of America. DOC is requesting approval of a master contract with CCA for a maximum of 5,500 inmate beds. The contract will follow all terms and conditions as set forth in DOC's RFP#C-624. CCA proposes the following seven facilities for use by Wisconsin's Department of Corrections subject to availability:

<u>Facility Name</u>	<u># of beds</u>
Diamondback Correctional Facility, Watonga, Oklahoma	720
North Fork Correctional Facility, Sayre, Oklahoma	1,440
Prairie Correctional Facility, Appleton, Minnesota	1,365
Stewart County Correctional Facility, Lumpkin, Georgia	1,500
Tallahatchie County Correctional Facility, Tutwiler, Mississippi	1,000
West Tennessee Detention Facility, Mason, Tennessee	500
Whiteville Correctional Center, Whiteville, Tennessee	1,536

DOC currently has legislative approval to use five of the seven facilities listed above. On November 27, 2002, staff from the Wisconsin Department of Corrections inspected the Watonga, Oklahoma facility. Based upon this inspection, it was determined that this facility meets the Department's standards to house Wisconsin prisoners. The Lumpkin, Georgia site is currently under construction with an anticipated completion in mid-2003. The Department will complete a site inspection of this location once construction is completed and the facility is ready to accept inmate populations.

The cost per day per inmate in the contract will be: \$48.50 during the period December 22, 2002 through December 21, 2003; \$49.96 during the period December 22, 2003 through December 21, 2004; and \$51.46 during the period December 22, 2004 through December 21, 2005. It is too early in the fiscal year to accurately predict the Department's total FY03 contract bed funding needs. Therefore, this \$13.10 request is not addressing funding issues.

Summary

The Department of Corrections requests approval of a master contract with the Corrections Corporation of America for the period December 22, 2002 through December 21, 2005 that will permit placement of up to 5,500 male inmates utilizing all seven out-of-state facilities noted above maintaining all terms and conditions as indicated in DOC's RFP# C-624.

cc: Robert Lang, Legislative Fiscal Bureau
George Lightbourn, Department of Administration

Prepared by: Dawn Woeshnick, Bureau of Budget and Facilities Management
240-5417

COST PROPOSAL FORM

INMATE HOUSING
RFP# C-624

COMPANY Corrections Corporation of America

FACILITIES AND LOCATIONS

1.1..1.1.1 YEAR ONE

Cost per day per inmate:

Male \$ 48.50

1.1..1.1.2 YEAR TWO

Cost per day per inmate: *

Male \$ 49.96

1.1..1.1.3 YEAR THREE

Cost per day per inmate: *

Male \$ 51.46

* Subject to availability and space.

Scott McCallum
Governor

Jon E. Litscher
Secretary



Mailing Address

3099 E. Washington Ave.
Post Office Box 7925
Madison, WI 53707-7925
Telephone (608) 240-5055
Fax (608) 240-3305

State of Wisconsin
Department of Corrections

October 3, 2002

VIA FACSIMILE AND U.S. MAIL

Corrections Corporation of America
John D. Ferguson, President
10 Burton Hills Boulevard
Nashville, TN 37215

FAX #: (615) 263-3050

RE: Contract for Housing of up to 5,500 Inmates

Dear Mr. Ferguson:

I write to clarify my letter to you dated September 25, 2002. Specifically, I want to remind you that the contract between the Wisconsin Department of Corrections (WDOC) and Corrections Corporation of America (CCA) is, pursuant to Wisconsin law and the contract, contingent upon the authorization of either the Wisconsin Legislature or the Joint Committee on Finance. Therefore, WDOC intends to seek approval of the contract at the next Joint Committee on Finance meeting scheduled for November 2002. In light of the foregoing, I recommend that CCA refrain from making any expenditure in preparation for, or in reliance upon, the contract until authorization to proceed with said contract has been secured.

WDOC looks forward to its continued relationship with CCA.

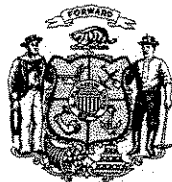
Sincerely,

A handwritten signature in cursive script that reads "Jon E. Litscher".
Jon E. Litscher
Secretary

cc. Brian K. Ferrell

Scott McCallum
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

Mailing Address

3099 E. Washington Ave.
Post Office Box 7991
Madison, WI 53707-7991
Telephone (608) 240-5000
Fax (608) 240-3344
www.wisconsin.gov

September 25, 2002

Corrections Corporation of America
John D. Ferguson, President
10 Burton Hills Boulevard
Nashville, TN 37215

FAX #: (615) 263-3050

RE: Contract for Housing of up to 5,500 Inmates

Dear Mr. Ferguson:

Enclosed is the executed Contract Award for your records. Also enclosed are the following documents which, along with RFP #C-624 (including, without limitation, DOA Forms 3054 and 3681), the aforementioned Contract Award, and the Solicitation and Offer, constitute the contract between the Wisconsin Department of Corrections (WDOC) and Corrections Corporation of America (CCA):

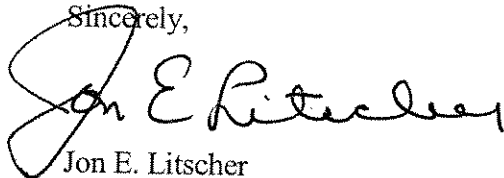
1. Letter from WDOC dated August 30, 2002 requesting clarification on acceptance of RFP conditions.
2. Letter From CCA dated September 3, 2002 in which CCA agrees to accept the RFP as the negotiated contract and in which CCA further waives and retracts any language in CCA's response to the RFP that is contrary to the terms and conditions of the RFP.
3. The Cost Proposal Form from CCA's response to the RFP which sets the cost per day for WDOC inmates housed in CCA facilities during each of the three (3) years of this contract period.

Pursuant to the contract, CCA shall provide housing for WDOC inmates during the three years of the contract at the rates established in the attached Cost Proposal Form with the mutual understanding that the number of inmates housed by CCA may fluctuate. In case this fluctuation increases the number of inmates to be housed by CCA, it is understood that the housing of any additional inmates beyond the number housed as of December 22, 2002 shall be at the same rate set forth in the Cost Proposal Form subject to CCA's availability and space. Furthermore, CCA proposed seven (7) facilities for consideration under this contract. WDOC by this letter formally notifies you that five (5) of the proposed facilities are acceptable. WDOC has not conducted site visits at your Diamondback facility in Oklahoma or at your Stewart Correctional Center in Georgia and will reserve approval until a future date based upon a satisfactory site visit.

Pursuant to Section 3.5.2 of the contract, please provide a copy of all the contract documents noted above to each of the Wardens at the proposed facilities. Please direct each Warden to certify, in writing, that he or she has received, read, and understands the contract. The Warden's certification should be sent to Jeff Wydeven, WDOC's Contract Administrator, at the address on this letterhead within 30 days of this award. Also, pursuant to section 3.5.2 of the contract, it is your responsibility to ensure that each successive Warden shall receive, read, and understand the contract documents. Successive Wardens shall also provide such certification within 30 days of their appointment.

Congratulations on being awarded this contract and we look forward to continuing our mutually beneficial relationship.

Sincerely,

A handwritten signature in cursive script that reads "Jon E. Litscher". The signature is written in dark ink and is positioned above the printed name and title.

Jon E. Litscher
Secretary

Enclosures

CONTRACT AWARD

(Proposer must sign and return with Proposal)

The parties hereto have caused this Contract Award to be executed by their respective duly authorized representatives and effective on the date when all parties hereto have affixed their respective signatures below. The initial Contract shall run from December 22, 2002 through December 22, 2005. This Contract may be extended by mutual agreement of the parties for two additional one-year periods.

This Contract Award consummates the "Contract" which consists of: (a) the Solicitation and RFP, along with any addenda, attachments, and/or clarifications thereto including, without limitation, Form DOA-3054 ("Standard Terms and Conditions") and Form DOA-3681 ("Supplemental Standard Terms and Conditions for Procurement of Services"); (b) the Offer, Proposal, points of clarification, responses to clarifications request and/or best and final offer of the successful proposer (the "Contractor"); and, (c) this Contract Award and negotiated changes as hereby incorporated and attached to this Contract Award. To the extent that there is a conflict amongst or between the terms, conditions, or specifications in the Contract documents, the term, condition, or specification determined by the WDOC to be the more favorable to the WDOC in any given situation shall govern and control.

The laws of the State of Wisconsin shall govern all matters concerning this Contract. The Contractor agrees to comply with all State and Federal laws applicable to the performance of this Contract including, but not limited to, licensing and regulatory requirements.

The Contractor shall be compensated in accordance with the fee or rate structure set forth in the Contractor's Proposal.

Contractor

By:

(Print Name) Brian K. Ferrell

Title: V.P. State Government Relations

Wisconsin Department of Corrections

By:

Jon E. Litscher

Secretary



John D. Ferguson
President and Chief Executive Officer

September 3, 2002

Mr. Robert D. Canfield
Purchasing Agent
Wisconsin Department of Corrections
3099 East Washington Avenue
Madison, WI 53707-7991

**RE: PROPOSAL FOR HOUSING OF UP TO 5,500 INMATES FOR THE
WISCONSIN DEPARTMENT OF CORRECTIONS**

Dear Mr. Canfield:

We are writing in response to your letter of August 30, 2002. Please accept this letter as Corrections Corporation of America's ("CCA") written agreement to accept all provisions, terms, requirements and conditions of the June 28, 2002 Request for Proposals (the "RFP") issued by the Wisconsin Department of Corrections ("DOC") as the binding contract for any potential relationship between the DOC and CCA for housing of up to 5,500 inmates.

CCA's agreement to accept the RFP as the contract between DOC and CCA, subject to DOC's decision to award the contract and the appeal process regarding the contract, also constitutes CCA's waiver and retraction of any and all language in CCA's proposal that suggested, or may be construed as suggesting, an alternative to the language set forth in the RFP. As we said in our August 14, 2002 letter, we have always been, and remain, fully committed to meeting each and every mandatory element of the RFP.

Sincerely,

A handwritten signature in black ink that reads "John D. Ferguson". The signature is written in a cursive style with a long, sweeping underline.

John D. Ferguson

Scott McCallum
Governor

Jon E. Litscher
Secretary



3099 E. Washington Ave.
Post Office Box 7925
Madison, Wisconsin 53707-7925

Telephone: (608) 240-5581
Facsimile: (608) 240-3344

State of Wisconsin Department of Corrections

August 30, 2002

Corrections Corporation of America
Attn. Brian K. Ferrell
Vice President, State Customer Relations
10 Burton Hills Boulevard
Nashville, TN 37215

Re: Wisconsin Department of Corrections RFP

Dear Mr. Ferrell:

I write in response to your August 14, 2002 letter in which you attempt to clarify the August 1, 2002 proposal (the "Proposal") submitted by Corrections Corporation of America ("CCA") in response to the Wisconsin Department of Corrections' ("DOC") June 28, 2002 request for proposals for housing of up to 5500 inmates (the "RFP"). In your letter, you acknowledged that CCA's Proposal "suggested alternative language" which was in direct contradiction to both mandatory requirements and other terms of the RFP and indicated that CCA is prepared to clarify any discrepancy created by said Proposal. As such, I ask that you provide me with a letter of clarification, no later than 11:00 a.m. September 3, 2002, setting forth CCA's written agreement to accept all provisions, terms, requirements, and conditions of DOC's RFP as the binding contract for any potential relationship between DOC and CCA for housing of the above-referenced inmates. This agreement to accept the RFP as the contract between DOC and CCA, subject to DOC's decision to award said contract and the appeal process regarding the same, should also clarify that CCA waives and retracts any and all language in its Proposal suggested therein as an alternative to the language set forth in the RFP.

DOC is currently in the process of evaluating proposals and conducting site visits of other external providers. Additionally, DOC is considering its own internal options for inmate housing. Due to the time constraints imposed regardless of which aforementioned option DOC pursues, in order for CCA to even be considered as a potential provider of inmate housing it is imperative you provide the requested clarification letter in a timely manner. Finally, I want to emphasize that it is vital your letter of clarification accept all provisions, terms, requirements, and conditions of the RFP in order for DOC to be able to consider CCA as a potential provider for the contract beds that are the subject of said RFP. I look forward to your response. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert D. Canfield".

Robert D. Canfield
Purchasing Agent

CC John Ferguson
Jon Litscher

Scott McCallum
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

Mailing Address

3099 E. Washington Ave.
Post Office Box 7991
Madison, WI 53707-7991
Telephone (608) 240-5000
Fax (608) 240-3344
www.wisconsin.gov

September 10, 2002

Corrections Corporation of America
John D. Ferguson, President
10 Burton Hills Boulevard
Nashville TN 37215

FAX #: (615) 263-3050

RE: Request for Proposal #C-624, Inmate Housing

Dear Mr. Ferguson:

The Department of Corrections intends to contract with Corrections Corporation of America for the purchase of services as presented in the Request for Proposals referenced above.

This letter is the notice of intent to contract and does not constitute a contractual commitment.

Any bidder who is not in agreement with the notice of award decision may file a protest, in writing, with the Department Secretary at the address on the letterhead. Intent to file a protest must be received within 5 working days of the date of this letter (no later than September 16, 2002), and the specific protest must be received within 10 working days of the date of this letter.

Sincerely,

A handwritten signature in black ink that reads 'Robert D. Canfield'.

Robert D. Canfield
Purchasing Agent
Department of Corrections

cc: Other Bidders
File

Scott McCallum
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

Mailing Address

3099 E. Washington Ave.
Post Office Box 7991
Madison, WI 53707-7991
Telephone (608) 240-5000
Fax (608) 240-3344
www.wisconsin.gov

September 10, 2002

Community Education Centers
Larry De Marzo, Director of Proposals and Contracts
75 Livingston Avenue
Roseland NJ 07068

FAX #: (973) 740-1793

RE: Request for Proposal #C-624, Inmate Housing

Dear Mr. De Marzo:

The Department of Corrections intends to contract with Corrections Corporation of America for the purchase of services as presented in the Request for Proposals referenced above.

This letter is the notice of intent to contract and does not constitute a contractual commitment.

Any bidder who is not in agreement with the notice of award decision may file a protest, in writing, with the Department Secretary at the address on the letterhead. Intent to file a protest must be received within 5 working days of the date of this letter (no later than September 16, 2002), and the specific protest must be received within 10 working days of the date of this letter.

The primary reason that this Department decided not to contract with Correctional Services Corporation is because of the findings of the site visits to the proposed facilities. I have attached a brief summary of the findings of the site visits concerning your facilities. This specific information is not being sent to the other proposers at this time, and is attached for your information only so that you will better understand the basis of the Department's decision.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert D. Canfield'.

Robert D. Canfield
Purchasing Agent
Department of Corrections

cc: Other Bidders
File

SYNOPSIS
FACILITY SITE VISITS
RFP # C-624

PURPOSE:

This document will serve as a synopsis of the site visits conducted to the facility(s) indicated, as part of the RFP evaluation process.

FACILITY SYNOPSIS:

Liberty Hall (CEC)

- ✓ Contrary to the RFP, currently Liberty Hall is only a 250-bed treatment facility, with a provision that another 250 beds can be constructed in approximately 14 weeks.
- ✓ No segregation cells or lockable cells of any nature.
- ✓ Non-secure perimeter.
- ✓ Established and operated as a pre-release center. Not considered suitable for longer-term inmates.
- ✓ Not a prison. Can only take Medium and minimum inmates.
- ✓ No in-house library (general or law).
- ✓ Utilizes vending machines for canteen services.
- ✓ Religious services are conducted by utilization of volunteer coordinators from the community. No staff chaplain.
- ✓ There are currently no vocational programs offered.
- ✓ Facility subcontracts for all health services and not compliant with all requirements of the RFP.
- ✓ Indoor recreation activities are too limited
- ✓ Facility can accommodate contact visits but currently would have to utilize area inside the facility used for other functions.

Please note: This document is provided for informational purposes only. The document summarizes some of our primary areas of concern. Based on these observations, the evaluation team concluded that your facility and the programs offered deviated significantly from Wisconsin's standards and the expectations established in the RFP.

Scott McCallum
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

Mailing Address

3099 E. Washington Ave.
Post Office Box 7991
Madison, WI 53707-7991
Telephone (608) 240-5000
Fax (608) 240-3344
www.wisconsin.gov

September 10, 2002

Corrections Services Corporation
Robert Hughes, V.P. of Business Development
1819 Main Street, Suite 1000
Sarasota FL 34236

FAX #: (941) 953-9198

RE: Request for Proposal #C-624, Inmate Housing

Dear Mr. Hughes:

The Department of Corrections intends to contract with Corrections Corporation of America for the purchase of services as presented in the Request for Proposals referenced above.

This letter is the notice of intent to contract and does not constitute a contractual commitment.

Any bidder who is not in agreement with the notice of award decision may file a protest, in writing, with the Department Secretary at the address on the letterhead. Intent to file a protest must be received within 5 working days of the date of this letter (no later than September 16, 2002), and the specific protest must be received within 10 working days of the date of this letter.

The primary reason that this Department decided not to contract with Correctional Services Corporation is because of the findings of the site visits to the proposed facilities. I have attached a brief summary of the findings of the site visits concerning your facilities. This specific information is not being sent to the other proposers at this time, and is attached for your information only so that you will better understand the basis of the Department's decision.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert D. Canfield'.

Robert D. Canfield
Purchasing Agent
Department of Corrections

cc: Other Bidders
File

SYNOPSIS
FACILITY SITE VISITS
RFP # C-624

PURPOSE:

This document will serve as a synopsis of the site visits conducted to three correctional facilities, as part of the RFP evaluation process.

FACILITY SYNOPSIS:

Dickens Correctional Center (CSC)

Dickens is a 500-bed detention facility located in a very rural area of Texas. It is not seen as long term inmate housing (prison) but more like a jail. The facility is currently under staffed for a 500 bed correctional facility and we were skeptical as to where they would acquire qualified individuals to fill all the vacancies as the location of the facility is extremely remote. The following are some of the observations made during the site visit:

- ✓ Currently have a lot of staff vacancies. Administration feels it would not be a problem hiring. We are skeptical given its location.
- ✓ Design is that of a county jail, not a prison, with pods ("tanks") and dorms. No individual cells. No wet cells. There is no natural light/windows in any living area.
- ✓ No inside recreation. No hobby.
- ✓ No segregation unit.
- ✓ Facility was unkempt, not clean, and run down.
- ✓ General library was sufficient, but the Law Library area was extremely small.
- ✓ Typewriters and computers are not available to inmates.
- ✓ Canteen is subcontracted and they utilize an off-site bagging system.
- ✓ Insufficient programs/education area. Currently have no GED/ABE, no vocational, no industries, no AODA, no other treatment programs and no community projects.
- ✓ Administration stated they would be able to produce approximately 300 jobs over all 3 shifts, which fails to meet the requirements of the RFP. It does not appear these jobs would be sufficient or "meaningful".
- ✓ All health services are subcontracted and not compliant with all requirements of the RFP.
- ✓ There is no hospital close to the facility for emergency care. The nearest hospital is located in Lubbock, Texas, over an hour from Dickens.
- ✓ Visiting area in very small. Currently do not have tele-conferencing capabilities.
- ✓ Due to the nature and set up of the facility, it appears there would be a lot of inmate idleness.

Newton Correctional Center (CSC)

Newton is an 872-bed facility. Although listed in the RFP as a prison, its structure and design is more that of a jail. Even their information packet supplied by them during our site visit reads, "This private, secure jail houses and provides full pre-trial detention services to 872 adult inmates in Newton County, Texas." Following are observations made during the site visit:

- ✓ Design is that of a county jail, not a prison, with pod and dorm design plus 144 "maximum" beds that are wet cells. They are of the open bar construction. Again, no natural light/windows.
- ✓ Facility currently has a lot of staff vacancies in all areas and would have to hire and train staff.
- ✓ Both the law library and general library areas are extremely small. Facility utilizes "Internet Legal" and inmates have to submit a request for material and they are then charged for the copies.
- ✓ No typewriters or computers available to inmates.
- ✓ Facility currently has no education/GED, no industries, no AODA. Facility stated they could generate whatever work programs WDOC wanted. However, given the small design and set up of the facility, WDOC does not believe that all of these could be accommodated in a meaningful manner.
- ✓ Health services are not compliant with all areas of the RFP.
- ✓ They do not have a dental hygienist.
- ✓ The kitchen area was considerably small for an 800+ bed facility. It area was also appeared dirty. Inmates were observed pre-washing food trays in garbage cans.
- ✓ They currently have an outdoor visiting area (yard) but would have to utilize or convert a building currently used for housing into an indoor contact visiting area.
- ✓ Appears there would be a lot of inmate idleness and time spent in the housing unit due to the design and programming of the facility.
- ✓ Currently only 4 "segregation" cells. Staff said they could convert maximum units into segregation cells if needed. However, it is noted these are of the open bar construction.
- ✓ Housing appeared to be dirty and run down.

Please note: This document is provided for informational purposes only. The document summarizes some of our primary areas of concern. Based on these observations, the evaluation team concluded that your facility and the programs offered deviated significantly from Wisconsin's standards and the expectations established in the RFP.

CORRECTIONS CORPORATION OF AMERICA

PROPOSAL

FOR

HOUSING

OF

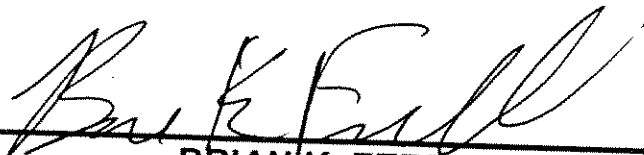
UP TO 5500 INMATES

FOR

THE WISCONSIN DEPARTMENT OF CORRECTIONS

BY

**CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BOULEVARD
NASHVILLE, TENNESSEE 37215
PHONE: (615) 263-3000 FAX: (615) 263-3050**



**BRIAN K. FERRELL
VICE PRESIDENT, STATE CUSTOMER RELATIONS**

August 1, 2002 @ 2:00PM

CORRECTIONS CORPORATION OF AMERICA

PROPOSAL

FOR HOUSING OF UP TO 5500 INMATES FOR THE WISCONSIN DEPARTMENT OF CORRECTIONS

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PROPOSAL

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- Appendix C- Diamondback Correctional Facility
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- North Fork Correctional Facility
Policies and Procedures
- Prairie Correctional Facility
Policies and Procedures
- Tallahatchie County Correctional Facility
Policies and Procedures
- West Tennessee Detention Facility
Policies and Procedures
- Whiteville Correctional Center
Policies and Procedures

CORRECTIONS CORPORATION OF AMERICA

August 1, 2002

Mr. Robert D. Canfield
Purchasing Agent
Wisconsin Department of Corrections
3099 East Washington Ave.
P.O. Box 7991
Madison, WI 53707-7991

**RE: PROPOSAL FOR HOUSING OF UP TO 5500 INMATES FOR THE
WISCONSIN DEPARTMENT OF CORRECTIONS**

Dear Mr. Canfield:

Please find enclosed Corrections Corporation of America's (CCA) response to the Wisconsin Department of Corrections (WDOC) request for proposal for the above-mentioned solicitation. We believe our enclosed response will provide you with the conclusion that CCA is the right choice for providing correctional services for Wisconsin.

CCA is proud of our longstanding partnership with the WDOC. The WDOC continues to be an important customer for CCA and we feel our history with the State of Wisconsin and familiarity with its related policy and contract requirements make us a valuable vendor. CCA remains committed to maintaining our relationship with the State of Wisconsin and doing what is necessary to ensure your satisfaction with our facility management and overall contract performance.

CCA stands ready to provide any additional information related to our proposal. If you have any immediate questions related to our proposal, please do not hesitate to contact me at, 800-624-2931.

Sincerely,



Brian K. Ferrell
Vice President, State Customer Relations

CORRECTIONS CORPORATION OF AMERICA

1.0 GENERAL INFORMATION

1.1 Introduction and background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for inmate housing of adult male/female offenders.

The State of Wisconsin, as represented by the Department of Corrections (WDOC), intends to use the results of this process to award contracts for the services described in this Request for Proposals (RFP).

The WDOC anticipates that it may require that approximately 5500 inmates be housed in contract facilities. It is the WDOC's intent via this document to enter into a contract for beds for a period of 3-years beginning December 22, 2002, and to provide for potential accommodation for additional requirements resulting from population growth and/or transfer from existing private facilities as the current contracts expire. The contract may be extended by mutual agreement for 2 additional 1-year periods.

It is understood that space is subject to availability at the time of WDOC's request and that the WDOC may decline to exercise such opportunities as may arise for any reason which the WDOC deems to be in its best interest.

1.2 Scope of the project

1.2.1 The selected proposer(s) will house in a secured facility operated by the proposer(s), adult offenders remanded to the State of Wisconsin's custody.

1.2.2 The current estimate is that approximately 5500 inmates may need to be housed in secured facilities other than those operated by WDOC. This need is primarily due to the inmate population in excess of operating capacity of WDOC facilities. There will be an immediate need to house approximately 3300 inmates that are currently housed in contract facilities. The estimated number of inmates is an estimate only and should not be considered a guarantee of the level of usage for any contract resulting from this RFP.

1.3 Procuring and contracting agency

This RFP is issued by the WDOC which is the sole point of contact for the state of Wisconsin during the selection process. The person responsible for managing the procurement process is Robert D. Canfield.

The contract resulting from this RFP will be administered by the Wisconsin Department of Corrections. The Contract Administrator will be:

Jeff Wydeven.
Contract Monitoring Unit Supervisor
Department of Corrections
3099 E. Washington Ave.
Madison, WI 53704

1.4 Definitions

The following definitions are used through the RFP.

Agency or Department or WDOC means the Wisconsin Department of Corrections.

Proposer means a firm submitting a proposal in response to this RFP.

State means State of Wisconsin.

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Contractor or vendor means proposer awarded the contract. Use of the term "proposer" in any Contract documents shall be interpreted and construed as also meaning "Contractor" or "Vendor" upon issuance of the Contract Award.

1.5 Contract Documents

The entire agreement between the parties (the "Contract") is composed of: (a) the Solicitation and this RFP, along with any addenda, attachments, and/or clarifications thereto including, without limitation, Form DOA-3054 ("Standard Terms and Conditions") and Form DOA-3681 ("Supplemental Standard Terms and Conditions for Procurement of Services"); (b) the Offer, Proposal, points of clarification, responses to clarifications request and/or best and final offer of the Contractor; and, (c) the Contract Award and negotiated changes as incorporated and attached to the Contract Award. If there is a conflict amongst or between the terms, conditions, or specifications in the Contract documents, the term, condition, or specification determined by the WDOC to be the more favorable to the WDOC in any given situation shall govern and control.

1.6 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing on or before July 8, 2002 to:

Robert D. Canfield
Purchasing Agent
Department of Corrections
3099 East Washington Avenue
PO Box 7991
Madison, WI 53707-7991 Fax Number: (608) 240-3344

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP at this point in the RFP process. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the above named individual of such error and request modification or clarification of the RFP.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.7 Proposer conference

No proposer conference will be held for this RFP. Questions should be submitted as outlined in section 1.6 above.

1.8 Reasonable accommodations

The WDOC will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations, contact Robert D. Canfield at (608) 267-5040 (voice) or (608) 266-1759 (TTY).

1.9 Calendar of events

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Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the WDOC. In the event the WDOC finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
June 28, 2002	Date of issue of the RFP.
July 8, 2002	Last day for submitting faxed inquires.
July 12, 2002	Fax responses to inquiries, revisions and clarifications.
August 1, 2002	Proposals due from Proposers.
August 14, 2002	Notification of intent to award faxed to Proposers.
As necessary	Site visit (optional; award may be subject to site visit).

1.10 Contract term and funding

The Contract shall be effective on the date indicated on the Contract Award and shall have a term commencing on December 22, 2002 and continuing in effect through December 22, 2005, with an option by mutual agreement of the WDOC and Contractor, to renew for two (2) additional, one (1) year periods.

1.11 Payment/Invoices

1.11.1 The WDOC shall pay the Contractor monthly for services rendered at the fixed daily per diem rate per inmate. The Contractor shall submit itemized invoices setting forth the name of each WDOC inmate in one of the Contractor's facilities and the number of days such inmate was in the care and custody of the Contractor during the month.

1.11.2 Payment shall be based on the actual number of inmates per day at the fixed unit price. The daily count of inmates at each of Contractor's facilities shall be the number of inmates as reported in the daily midnight Census Report. WDOC will pay the per diem rate for the day of arrival, but not for the day of departure.

1.11.3 The WDOC shall pay the Contractor monthly upon receipt and acceptance of the invoice by the WDOC of required services. The Contractor shall submit monthly invoices to the Contract Administrator no later than the tenth day of the month following the provision of services under this contract. The Contract Administrator shall be required to certify receipt of satisfactory services prior to authorizing payments to the Contractor.

1.11.4 The Contractor shall include the following information in invoices:

- The contract number;
- A description of the services provided including the daily count for each facility housing WDOC inmates;
- The service dates;
- The total amount due; and
- The Contractor's authorized signature.

1.11.5 The Contractor shall submit a final invoice no later than sixty (60) days after expiration of the Contract.

1.11.6 At any time before final Contract payment and for three (3) years thereafter, the Contract Administrator may have the Contractor's invoices or vouchers and statements audited. The WDOC may reduce any payment by an amount determined by the Contract Administrator to constitute unallowable charges.

1.12 Indemnification, insurance, and defense of claims

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1.12.1 The Contractor will indemnify and hold harmless the State of Wisconsin, and all of its officers, officials, employees, and agents from and against any and all liability of any character including, without limitation, suits, actions, claims, demands, losses, judgments, costs, damages, and expenses, including attorneys' fees, arising from or incidental to the acts or omissions of the Contractor, or any of its officers, agents, employees, or contractors, in performing work or providing services under this Contract regardless of whether or not said liability arises or results in part from the act or omission of a party indemnified hereunder.

1.12.2 The Contractor shall not waive, release, or otherwise forfeit or impair any possible claims the WDOC may have against any person or entity or any defense the WDOC may have regarding claims related to or arising from or made in connection with the Contract without the consent of the WDOC. The Contractor shall, at its own expense, preserve all such available defenses and cooperate with the WDOC to make such defenses available to the maximum extent allowed by law. In case any action, suit, notice of violation, or proceeding is brought against the State of Wisconsin, the Contractor, upon notice from the WDOC, shall, at its own expense and, consistent with the requirements of paragraph 1.12.1 above, defend against such action by counsel satisfactory to the WDOC, unless such action, suit, notice of violation or proceeding is defended against by counsel for any carrier of liability insurance provided for herein.

1.13 Insurance

The Contractor shall continuously maintain and pay for such insurance as will protect the Contractor and will protect the WDOC and its employees as a named insured and the WDOC's employees from:

- a) all claims, including but not limited to claims for injury or death and claims based on violation of civil rights, arising from the services performed under the Contract; and
- b) actions by a third party against the Contractor as a result of the Contract.

1.13.1 The Contractor must provide evidence of insurance via a certificate of coverage at the commencement date of the Contract, and within 30 days, the Contractor shall provide insurance policies and endorsements, in a form and with terms satisfactory to the WDOC, evidencing occurrence-based insurance coverage of the following types, for the following purposes and in the following amounts:

- a) Standard Worker's Compensation and Employers' Liability Insurance protecting the Contractor from claims for damages for physical or personal injury which may arise from operations performed pursuant to this Contract, whether such operations are performed by the Contractor, by a subcontractor, or by a person directly or indirectly employed by either of them, in the amount required by the State of Wisconsin.
- b) Comprehensive General Liability Insurance, in an amount not less than two million dollars (\$2,000,000) for each occurrence with an aggregate of at least five million dollars (\$5,000,000). Coverage must include civil rights violations, which will include all claims brought by any persons, including but not limited to inmates, based in whole or in part on an alleged violation of this Contract, the United States or Wisconsin Constitution, statutes, policies, procedures, standards or regulations, including but not limited to, suits brought pursuant to 42 U.S.C. § 1983. Coverage shall include medical and professional liability for employed or contracted nurses, doctors, attorneys, counselors, psychologists, and/or social workers;
- c) Automobile and other vehicle liability insurance in an amount not less than \$2,000,000 per occurrence; to be provided under a business auto form.

1.13.2 All policies of insurance shall also include unlimited defense coverage in addition to the minimum levels of coverage required above.

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1.13.3 All insurance policies required under this Contract must name the Wisconsin Department of Corrections, its officers, employees and agents as additional insureds and provide no less than sixty (60) days advance notice to the WDOC of any contemplated cancellation. The WDOC shall have the right, but not the obligation, to advance money to prevent the insurance herein from lapsing for nonpayment of premiums. If the WDOC advances such amount, then the Contractor shall be obligated to repay the WDOC the amount of any advances plus interest thereon at the legal maximum rate, and the WDOC shall be entitled to set off and deduct such amount from any amounts owed the Contractor pursuant to this Contract. No election by the WDOC to advance money to pay insurance premiums shall be deemed to cure default by the Contractor of its obligation under this Contract to provide insurance.

- a) At least thirty (30) days prior to each policy anniversary date, the Contractor must provide the WDOC with renewal information, including estimated renewal premiums and suggested coverage changes.
- b) Contractor shall provide constant monitoring of all companies providing coverage to ensure that the carriers are financially sound.

1.14 Notice of claims

Within ten (10) working days after the WDOC receives a summons or other notice of claim, the WDOC shall notify Contractor in writing of the commencement thereof. Neither the State, its officers, employees, or agents shall have any liability whatever for any failure to comply with the time requirements set forth in this Section.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General instructions

The evaluation and selection of a Contractor and award of the Contract will be based on the information submitted in the proposer's proposal plus references and any on-site visits. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals, e.g., expensive artwork, beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Incurring costs

The State is not liable for any cost incurred by Proposers in replying to this RFP.

2.3 Submitting the proposal

Proposers must submit an original and five (5) copies, and an electronic copy (see Sec. 2.4 below) of all materials required for acceptance of their proposal by the time and date indicated on the coversheet of this document to:

Robert D. Canfield
Purchasing Agent
Department of Corrections
3099 East Washington Ave.
PO Box 7991
Madison, WI 53707-7991 (Zip for street address is 53704)

Proposals must be received in the above office by the specified time stated above. All proposals must be time-stamped in by the Department of Corrections' Purchasing Office by the stated time. Proposals not so stamped will not be accepted. Receipt of a proposal by the State mail system does not constitute receipt of a proposal by the Department of Corrections Purchasing Office, for purposes of this RFP.

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All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

There will be no Public Opening of this RFP. No information, other than a list of those responding to the solicitation will be available until after the Notice of Intent to Award is issued. No part of any proposal will be available for public inspection by anyone other than the evaluation team until the Notice of Intent to Award is issued.

2.4 Proposal organization and format

Proposals should be typed and submitted on 8.5 by 11-inch paper bound securely. Proposers shall include an electronic version of their proposals on 3.5" floppy Disk or on a CD Disk compatible with IBM formatting. The proposal document shall be in Microsoft Word format.

Proposers shall respond to this RFP by inserting their response into this document when indicated; i.e. (***Proposer shall insert response here***). Proposer shall respond to each section of the RFP where requested to do so. If appropriate, proposer may respond by inserting "Proposer agrees and will comply with this section".

Proposer shall sign, where indicated, the Solicitation, Offer and Contract Award portion of this RFP and submit the entire RFP with the Proposers inserted responses as their Proposal. It is not necessary to include any of the Attachments to this RFP with your response. However, it is understood and agreed that the Attachments and any provisions concerning the Attachments will be part of the Contract resulting from this RFP. If executed by the Department via signing of the Contract Award, this document will become part of the Contract between the parties.

2.5 Multiple proposals

Multiple proposals from a proposer will be permissible. However, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

2.6 Oral presentations and site visits

No oral presentations will be requested due to the time restrictions. The WDOC may request clarification of a particular point in the proposer's submission. WDOC may conduct site visits of facilities being considered for award. (See Section 3.5.1).

CCA agrees to comply with the provisions as stated in sections 1.0 and 2.0 with the exception of subsections 1.11.6 and 1.12.

CCA would request that the following information be added within sub-section 1.11.6: "At any time before final contract payment, the Contract Administrator may have the Contractor's invoices or vouchers and statements audited. In the event it is determined that certain charges are unallowable, the WDOC shall provide written notice of the Administrator's findings to the Contractor. If the contractor agrees with the Administrator's findings, Contractor shall make any appropriate reimbursement within thirty (30) days of receipt of notice. If Contractor disputes

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any of the Administrator's findings, the Contractor may submit the matter for resolution by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree that they shall act in good faith to resolve any disputes before resorting to arbitration".

Subsection 1.12, CCA proposes the addition of the following: "the WDOC shall defend itself and shall defend, insure, hold harmless, and indemnify CCA against any claim, demand, cause of action, expenses or liabilities, including attorney fees and other costs of litigation, in connection with actions filed in State or federal court: 1) challenging the validity of the conviction or sentence imposed upon a WDOC inmate housed by CCA pursuant to this contract; or 2) challenging the authority of the state to transfer an inmate to the custody of CCA.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.2 Preliminary evaluation

The proposals will first be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all Proposers do not meet one or more of the mandatory requirements, the WDOC reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Right to reject proposals and negotiate contract terms

The agency reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

3.3 Proposal scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

3.4 Evaluation criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percentage</u>
1.	General requirements	30
	Organization	5
	Staff	10
	References	5
	Facility	10
2.	Technical requirements	30
	Programs	10
	Work Opportunities	5
	Medical	10

3.	Cost		<u>40</u>
		Total:	<u>100</u>

3.5 Contract Award and final offers

3.5.1 The Contract Award will be subject to a satisfactory site visit/inspection of any or all facilities being proposed to house WDOC Inmates. The Site visit will be conducted by WDOC Staff and will assure that the facility proposed is as described in the proposal and meets the functional requirements of the WDOC. The WDOC reserves the right to conduct site visits at only those facility(s) of a proposer being considered to receive an award based on the scoring of the proposals. The Contract Award will be granted in one of two ways. It is the desire of the Department to make a single Contract Award for its requirements; if a single proposer is unable to meet the total requirements of the department, multiple Contract Awards will be made. The Contract Award will be granted to the highest scoring responsive and responsible proposer who has successfully passed a site visit of the proposed facility. If multiple Contract Awards are made, the order of selection will be based on score with Proposers ranked from highest to lowest score. The WDOC reserves the right to negotiate final price and units of service with any or all Proposers selected.

3.5.2 The successful Contractor shall provide, within thirty (30) days of receiving the Contract Award, written verification that the Warden/Superintendent of each facility selected to house WDOC Inmates has received, read and understands the Contract. Furthermore, the Contractor hereby warrants and represents that each successive Warden/Superintendent shall receive, read and understand the Contract.

CCA agrees to comply with the provisions as stated within section 3.5.2.

3.6 Notification of intent to award

All Proposers who respond to this RFP will be notified in writing of the State's intent to award the Contract(s) as a result of this RFP. Final Contract Award may be subject to a satisfactory site visit of one or more of the contractor's facilities.

After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at 3099 East Washington Ave., Madison, Wisconsin 53704. Proposers should schedule reviews with Robert Canfield at (608) 240-5581. Any person or company who wishes copies of any portion of any RFP received may be required to submit an Open Records Request to the Department. Persons making such requests for copies will be charged \$.15 per page. Requests may also be subject to a handling charge to cover staff time and postage costs incurred by the Department. Charges are to be prepaid before receipt of requested information. The Department reserves the right to refuse to fax or electronically transmit requests for information. The Department will fax or e-mail the RFP abstract. Requests for the RFP abstract must be made after the Notice of Intent to Award has been issued.

3.7 Appeals process

Notices of intent to protest and protests must be made in writing. Protesters should make their protests as specific as possible and should identify Wisconsin Statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with:

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Jon E. Litscher, Secretary
Department of Corrections
3099 East Washington Ave.
PO Box 7925
Madison, WI 53707-7925

and received in their office no later than five (5) working days after the notices of intent to award are issued. The written protest must be received within ten (10) working days after the notice of intent to award is issued.

The decision of the WDOC Secretary may be appealed, within five (5) working days of issuance of the decision, to the Secretary of the Department of Administration, with a copy of such appeal filed with the WDOC Procurement Office. The appeal must allege a violation of a Wisconsin Statute or a provision of a Wisconsin Administrative Code.

3.8 Termination

3.8.1 Failure of WDOC to comply with the Contract shall provide the sole cause for which the Contractor is entitled to terminate the Contract. The Contractor shall notify WDOC in writing within thirty (30) days after the Contractor becomes aware of the alleged noncompliance with a complete description of the same. If WDOC does not, within sixty (60) days after its receipt of the Contractor's notice, either (i) effect a cure or (ii) if the noncompliance is not one that can reasonably be cured within sixty (60) days, develop a plan to cure the noncompliance and diligently proceed according to that plan until a cure is effected, then the Contractor may terminate this Agreement for cause by providing one hundred twenty (120) day written notice to WDOC. Thus, if WDOC is not in compliance with the Contract and fails to cure such noncompliance, the Contractor may terminate this Contract, at the earliest, one hundred eighty-one (181) days after WDOC first receives the Contractor's notice of noncompliance. The Contractor may not terminate this Agreement without cause unless express written consent to do so is provided by WDOC.

3.8.2 WDOC may terminate this Contract at any time, with or without cause, and without penalty by delivering thirty (30) days' written notice to the Contractor.

3.8.3 In the event that the Contract is terminated for any reason whatsoever, WDOC's liability shall be limited to the pro rata cost of the Contractor services and/or deliverables approved and satisfactorily provided as of the effective date of termination and the Contractor will refund to the WDOC, within fourteen (14) days of the effective date of termination, all payments made hereunder by WDOC to the Contractor for the Contractor services and/or deliverables not completed or not accepted by WDOC.

3.8.4 The rights and remedies of DOC provided in this Section shall not be exclusive but are in addition to any other rights and remedies provided by law or under this Contract.

3.8.5 Upon termination or expiration of this Contract, each party shall forthwith return to the other all papers, materials, and other properties of the other, held by each for purposes of execution of this Contract; provided, however, WDOC shall be entitled to retain a copy of any completed or partially completed deliverables, as well as any other project records WDOC is required to retain under the State of Wisconsin's records retention requirements. In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

3.8.6 WDOC shall be entitled to recover all costs including, without limitation, WDOC's own administrative costs, related to obtaining and providing replacement services and/or deliverables which could not be provided or completed due to either Contractor's

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termination of the Contract for any reason prior to the expiration of the original or, if applicable, extended Contract term or WDOC's termination of the Contract due to Contractor's failure to comply with the Contract. The rights and remedies of WDOC provided herein shall not be exclusive but are in addition to any other rights and remedies provided by law or elsewhere in the Contract.

CCA has read and agrees to comply with the provisions as stated within section 3.0 with the exception of subsections 3.8.1 and 3.8.6.

CCA proposes the addition of the following for subsection 3.8.1: "CCA may terminate this Contract at any time, with or without cause and without penalty by delivering thirty (30) days' written notice to the WDOC.

Within subsection 3.8.6, CCA proposes that the phrase "for any reason" be eliminated and that the sentence be amended to reference "Contractors wrongful termination of the contract".

4.0 Contract Administration

4.1 General Provisions

4.1.1 This Contract is contingent upon its authorization under Wisconsin and United States law and any amendment or repeal of the same determined by WDOC to affect its relevant authority or funding shall permit WDOC to immediately terminate this Contract, without penalty, upon written notice to Contractor.

4.1.2 Contractor warrants and represents that it is a duly organized and validly existing corporation authorized to conduct business with the State of Wisconsin and that the person(s) executing this Contract on its behalf has the complete and unrestricted power and authority to enter into this Contract and bind Contractor to the terms herein. All of the terms, covenants, representations, warranties, and conditions of this Contract will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors, assigns, and other legal representatives.

4.1.3 Revision of this Contract is not effective until agreed to by WDOC and Contractor by a written addendum to this Contract signed by the authorized representatives of both parties.

4.1.4 This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, other than any conflict-of-laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue for any action hereunder shall be in Dane County, Wisconsin.

4.1.5 No waiver by either party of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Contract.

4.1.6 If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this Contract entirely.

4.1.7 Contractor agrees to comply with State and Federal constitutions, laws, rules, and regulations applicable to the services under this Contract including, without limitation, those set forth in and pertaining to the Health Insurance Portability and Accountability Act of 1986 (HIPAA) and any revisions/amendments thereto.

4.1.8 Contractor may not subcontract or assign any part or obligations of this Contract without the prior written consent of WDOC. However, even if so permitted to subcontract or assign, Contractor still retains responsibility for fulfillment of all terms and conditions of this Contract.

4.1.9 This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings relating to such subject matter.

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4.2 INDEPENDENT CONTRACTOR:

Contractor is associated with the WDOC only for the purposes and to the extent set forth in this Contract. Contractor is and shall be an independent contractor and, subject to the terms of this Contract, shall have the sole right to manage, control, operate and direct the performance of its duties under this Contract. Contractor, its agents, and employees shall not be considered agents or employees of the WDOC, nor shall agents or employees of the WDOC be considered agents or employees of the Contractor.

4.3 Liquidated Damages/Credits

4.3.1 Liquidated Damages. In the event of any Contractor breach of any type described in the Attachment titled "Liquidated Damages Calculation Formula", the WDOC may withhold, as liquidated damages and not as a penalty, the amounts designated in that Attachment. The following procedures shall be used:

- a. The WDOC shall notify the Contractor in writing of the Contractor breach and the amounts to be withheld or collected as liquidated damages.
- b. Liquidated damages shall be assessed for each day the Contractor's breach remains uncured. However, Contractor shall have thirty (30) days to cure the breach, starting from the date it has received written notice of the same, before liquidated damages will be assessed. Notwithstanding the foregoing, breaches relating to inmate health and safety including, without limitation, staffing of "Priority Posts and Key Positions", shall be subject to an immediate assessment of liquidated damages without being subject to Contractor's right to cure as set forth above. Per diem, overtime, and agency staff can be utilized to provide complete coverage for Priority Posts and Key Positions provided the same consists of qualified and, if necessary, licensed personnel.
- c. The WDOC and the Contractor agree that the liquidated damages represent solely the damages and injuries sustained by the WDOC in losing the benefit of the specific bargain with Contractor and that said damages:
 - Do not include any injury or damage sustained by a third party or otherwise by WDOC; and,
 - are in addition to any amounts, credits or damages Contractor may owe the WDOC pursuant to this Contract or the law.
- d. The WDOC may continue to withhold or collect the liquidated damages or a portion thereof until the Contractor cures the Contractor breach or the WDOC terminates the Contract.
- e. The WDOC is not obligated to assess liquidated damages before availing itself of any other remedy.
- f. The WDOC may choose to discontinue liquidated damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said liquidated damages previously withheld or collected in another remedy is pursued.

4.3.2 Credits. If any "Priority Post" or "Key Position", as enumerated in the staffing pattern submitted by the Contractor per section 5.2.4 of the RFP, is not staffed for any reason (vacancy, illness, vacation, training, etc.) by appropriately trained personnel at an average monthly level, starting with January 2003, that meets or exceeds eight-five (85) percent of the staffing level proposed for said post or position in Contractor's staffing pattern, then WDOC will, in addition to liquidated damages or other remedies provided by law or this Contract, be entitled to withhold or collect a credit for all hours for said post or position that were unstaffed for that respective month at the rate set forth in section 4.3.3 below. The hours required for one hundred (100) percent coverage of the Priority Posts

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and Key Positions against which the credits, if any, will be calculated will be per the Contractor's submitted staffing pattern. Per diem, overtime, and agency staff can be utilized to provide complete coverage provided the same consists of qualified and, if necessary, licensed personnel.

4.3.3 Credit Rate. Credits due shall be reconciled every six (6) months by WDOC. The hourly credit rate will consist of the average hourly salary (including shift differentials) plus fringe benefits for the respective post or position during the month in which the vacancy occurred. If the post or position was vacant for that entire month, the hourly credit rate will be calculated based on the mean of the salary (including benefits) range for that post or position. If the Contractor has never staffed the respective post or position, the hourly credit rate will be determined by mutual agreement between WDOC and the Contractor.

4.3.4 Required Documentation. Contractor shall, in addition to other requirements of the Contract including, without limitation, section 5.2.6 of the RFP, keep and maintain accurate personnel records which show, by classification, the number of hours each employee worked, the number of hours each employee had paid time off, and the start and end of any vacancies during that month. WDOC reserves the right to review actual time sheets of the Contractor's employees to assure information provided is accurate. It is expected that Contractor's internal operational units (payroll, regional unit, etc) will reconcile these records. This information will be the basis of determining credits and/or liquidated damages owed to WDOC. Any and all information determined by WDOC as necessary to calculate credits and/or liquidated damages shall be immediately supplied by Contractor upon WDOC's request.

4.4 Subcontracting

4.4.1 No part of this contract or any services provided thereunder may be subcontracted without the prior written approval of the Contract Administrator/designee.

4.4.2 If the Contractor has existing subcontracts in place for such services, the Contractor shall identify those subcontracts in their response. The WDOC reserves the right to review and disapprove these contracts prior to a Contract Award.

4.4.3 Any aforementioned WDOC approved subcontract that is revised or renewed must also receive written approval. Any change and/or replacement of a subcontractor that was disclosed in the Proposal shall also receive written approval.

4.4.4 Any subcontract must be in compliance with the terms and conditions of this Contract.

4.5 Continuity of Services

It is essential that the Contractor maintain continuity of service under this Contract. Therefore, the Contractor shall cooperate with both the Contract Administrator and any successor Contractor to enable the smooth transition from one Contractor to another. This cooperation shall include the transfer of all records and property regarding each inmate. The Contractor shall assure that his/her direct staff is available for transition meetings and conferences with WDOC staff and the staff of new Contractor.

4.6 Assignment of Contract Payments

The Contractor shall not assign any interest in the Contract after the award, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written approval of the Contract Administrator.

4.7 Notices and Communications.

Any and all notices or other communications necessary or desirable to be given hereunder will be deemed given and received when personally delivered or sent by facsimile, delivered prepaid same-day or overnight delivery service, proof of delivery requested, or deposited in U.S. certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

- (i) If to WDOC:

CORRECTIONS CORPORATION OF AMERICA

Wisconsin Department of Corrections
3099 East Washington Ave.
P.O. Box 7925
Madison, WI 53707-7925
Facsimile number: (608) 240-3310
Attention: Jeff Wydeven

- (ii) If to Contractor:
(Proposer shall insert appropriate information here)

Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215
Facsimile number: (615) 263-3050
Attention: Brian K. Ferrell

CCA has read and agrees to comply with the provisions as stated within section 4.0 with the exception of subsections 4.1.8, 4.3.1b and 4.4.1.

For subsections 4.1.8 and 4.4.1, CCA proposes that this requirement applies only to the subcontracting of entire services such as food, maintenance or medical. Individual contracts such as a single physician or copier service would not require advance written approval.

For subsection 4.3.1b, CCA proposes to clarify this language by replacing it with "breaches that pose a real, immediate and serious danger to inmate health and/or safety". CCA proposes to add, "If the breach is such that 30 days is an insufficient time frame to cure the breach, the cure period shall be extended for an additional 30 days so long as CCA has submitted a plan for cure within the initial 30 days and is making diligent effort to effect to cure".

5.0 GENERAL PROPOSAL REQUIREMENTS

Corrections Corporation of America (CCA) is the largest, oldest and most experienced outsourced corrections management firm. Our experience, personnel qualifications, history with clients, resources, innovations and value are unequalled in the outsourced corrections management industry. We bring these combined qualities to bear for our clients in mutual problem-solving relationships that benefit governments and communities, as well as the offenders in our care, and make us especially qualified to meet the requirements of this RFP.

CCA is pleased to present this proposal to the Wisconsin Department of Corrections (WDOC) to house up to 5,500 inmates for a period of three years beginning December 22, 2002.

CCA is proposing the following facilities and the number of beds for adult male inmates. Should CCA be the successful proposer, the number of beds offered at each location is subject to availability and state rules and regulations at the time the Department provides notification of intent to utilize selected capacity.

- Diamondback Correctional Facility, Watonga, Oklahoma – 720 beds

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- North Fork Correctional Facility, Sayre, Oklahoma – 1440 beds
- Prairie Correctional Facility, Appleton, Minnesota – 1365 beds
- Stewart County Correctional Facility, Lumpkin, Georgia – 1500 beds
- Tallahatchie County Correctional Facility, Tutwiler, Mississippi – 1000 beds
- West Tennessee Detention Facility, Mason, Tennessee – 500 beds
- Whiteville Correctional Center, Whiteville, Tennessee – 1536 beds

More detailed facility information as required by this RFP may be found in section 6.1 of our response.

CCA is proud of its longstanding partnership with the State of Wisconsin and the Department of Corrections. The WDOC continues to be an important customer for CCA and we feel our history with the State of Wisconsin and familiarity with its related policy and contract requirements has made us the most experienced private vendor for providing out-sourced correctional services. Our proposal offers available bed space to immediately meet Wisconsin's present and future needs. As a result, the WDOC can benefit by being able to contract with one experienced vendor and monitor one vendor's contract and performance.

5.1 Organization capabilities

Provide a brief narrative describing your experience and capabilities in providing similar services to those required. Be specific and identify contracts similar in size, dates, locations, and results.

Corrections Corporation of America (CCA) specializes in owning, operating and managing prisons and other correctional facilities for government agencies. As the founder of today's outsourced corrections management industry in 1983, our quality services combined with our extensive correctional experience has prompted government agencies to entrust CCA to serve their correctional needs more times than all of our competitors combined.

CCA's credentials inspire confidence throughout the industry and include:

- Consistent cost savings to contracting agencies;
- Unequaled speed of response;
- Commitment to quality service by adherence to national accreditation standards;
- Management team with over 500 years of collective criminal justice experience; and
- Excellent community relations in facility locations.

CCA operates approximately 60,000 beds under contract in 61 facilities with 21 states, the United States Marshals Service, the Immigration and Naturalization Service, and the Federal Bureau of Prisons.

CCA's facilities offer a variety of rehabilitation and academic programs, including education, life skills, employment training and substance abuse treatment. These services are intended to help reduce recidivism and to prepare inmates for their successful re-entry into society.

CCA's operating facilities provide complete management for more than 70 contracts. Complete management means that CCA is responsible for the overall

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operation of the facility. These responsibilities include hiring and training of all personnel; providing health care, food, security, programs, clothing, general hygiene and transportation services directly to the inmate population; maintenance of the facility; and any other responsibilities the contracting agency may want to include. Some contracts have include the design and construction of the correctional facility or additions/renovations to an existing facility.

SIMILAR CONTRACTS

Although CCA also manages jails, detention facilities and juvenile centers, we have included only descriptions of facilities that provide services similar to those required by this RFP.

The following facilities are similar to the Wisconsin requirement, providing services to a long-term, state-sentenced adult inmate population.

Bay Correctional Facility (Panama City, Florida) – In August of 1995, CCA began managing this facility for the Correctional Privatization Commission of Florida. The 750-bed facility holds medium-security inmates in an all-cell configuration. A wide array of programs and services are provided including academic and vocational education, life skills training and substance abuse treatment featuring CCA's innovative LifeLine Therapeutic Community. The facility was reaccredited by ACA in August 1999. CCA maintains a successful relationship with the State of Florida as it continues management of the Bay facility, along with three additional Florida contracts: Lake City (350-bed youthful offenders); Okeechobee Juvenile (96-bed); and Gadsden (896-bed adult female).

Bent County Correctional Facility (Las Animas, Colorado) - CCA assumed management of the Bent County Correctional Facility on October 1, 1996. The facility, which has been open since April 1993, originally housed 335 adult male felons classified as minimum-security, and was initially managed by the Bent County Board of Commissioners. A 365-bed expansion of the facility was completed in June 1997, bringing the rated capacity to 700. Inmates sentenced by the State of Colorado are housed in dormitories, single and double cells. CCA is responsible for all programs and services provided at the facility, including administration, food, medical, laundry, sanitation, visitation, education, mental health counseling and recreation. The facility was reaccredited by the ACA in October 1999 with a perfect score of 100% in both mandatory and non-mandatory standards, and was ADAD (Alcohol and Drug Abuse Division) licensed by the State of Colorado in 2001. CCA maintains a successful relationship with the State of Colorado as it continues management of the Bent facility, along with two additional Colorado contracts: Huerfano (752-bed) and Kit Carson (768-bed, including Wyoming).

Cimarron Correctional Facility (Cushing, Oklahoma) - This 960-bed medium-security correctional facility opened in June 1997. Developed by the Cushing Industrial Development Authority, the facility consists of four 240-bed housing pods that extend from a central core administrative/program area. The facility provides education, work, religion and recreation programs to its' adult male population who have been sentenced to the Oklahoma Department of Corrections. Additional programs and services such as food, laundry, medical,

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visiting, mail and telephone are also provided. The facility received ACA reaccreditation in October 2001. CCA maintains a successful relationship with the State of Oklahoma as it continues management of the Cimarron facility, along with three additional Oklahoma contracts: North Fork (1,440-bed); Davis (960-bed); and Diamondback (2,160-bed, including Hawaii).

Coffee Correctional Facility (Nicholls, Georgia) - In July 1997, CCA contracted with the State of Georgia for the design, construction and management of two 508-bed, medium-security prisons in Coffee and Wheeler counties to house adult male inmates. The Coffee Correctional Facility opened in December 1998. Two 508-bed expansions were completed in 1998 and 1999 respectively, bringing the facility's capacity to 1,524. Additional programs and services are available to the adult male population. The facility received initial ACA accreditation in May 2000. CCA maintains a successful relationship with the State of Georgia as it continues management of the Coffee facility, along with the Wheeler facility, which has also been expanded to a capacity of 1,524 inmates.

Hardeman County Correctional Facility (Whiteville, Tennessee) - This 411,792 SF facility opened in June 1997 and holds adult males sentenced to the Tennessee Department of Correction. Developed, designed and built by CCA, the facility has space for 2,016 medium-security inmates in double-occupancy cells. All living, program and administrative areas are situated under one roof to promote efficiency. A 512-bed expansion was completed in September 1997. The facility is heavily programmed to meet the needs of the medium-security inmate population, most of which have lengthy sentences. Academic and vocational education, substance abuse treatment, and counseling programs are enhanced by an extensive facility jobs program that includes both facility work and community service projects that benefit the local community. Other services such as food, health care, recreation, religion, visiting and laundry are also provided. The facility was reaccredited by ACA in September 2001. CCA maintains a successful relationship with the State of Tennessee as it continues management of the Hardeman facility, along with an additional Tennessee contract: South Central (1653-bed), a ten-year contract relationship, which was again renewed in early 2002.

Lawrenceville Correctional Facility (Lawrenceville, Virginia) - In May 1996, CCA announced that it signed an agreement with the Commonwealth of Virginia to design, build and manage a 1,500-bed medium security prison for adult male state inmates. Open since March of 1998, this facility was accredited by the ACA in November 1999. All normal programs and services are provided to the inmate population. CCA maintains a successful relationship with the Commonwealth of Virginia as it continues management of the Lawrenceville facility.

Lee Adjustment Center (Beattyville, Kentucky) - U.S. Corrections Corporation designed, built and began managing this facility in August of 1990. CCA acquired the management of the facility in April of 1998. An expansion in 1999 added 256 beds to the original 500-bed capacity, and the facility's mission was changed from minimum- to medium-security classification. This 748-bed facility holds medium-security adult males for the State of Kentucky. The facility received ACA reaccreditation in September 1999. CCA maintains a successful relationship with the State of Kentucky as it continues management of the Lee facility, along with

two additional Kentucky contracts: Marion Adjustment (790-bed), and Otter Creek (656-bed).

Prairie Correctional Facility (Appleton, Minnesota) – CCA assumed management of the 512-bed Prairie Correctional Facility on October 1, 1996. Prior to that date, the facility was managed by the Appleton Prison Corporation. An 853-bed expansion was completed in 1997 bringing the facility to a capacity of 1,365 beds. This medium-security facility holds adult male felons under contract with the States of Wisconsin and North Dakota, and the United States Marshals Service (USMS). CCA is responsible for all programs and services at the facility, including administration, food, laundry, medical, visitation and programs. Adult basic education, GED preparation, vocational training, mental health counseling and substance abuse treatment are also offered to the inmate population. The facility received reaccreditation by the ACA in October 2001. CCA maintains a successful relationship with the States of Wisconsin and North Dakota, and the USMS, as it continues management of the Prairie facility.

5.2 Staff qualifications

5.2.1 Briefly describe the minimum qualifications your company requires for all staff to include, but not limited to: administrative personnel; security personnel; medical and mental health personnel; program personnel such as AODA counselors, vocational and academic instructors; security personnel; and dietitians. Please include a statement about your bi-lingual (Spanish) resources and ability to accommodate inmates with limited English-speaking ability. Please include similar statements about other non-English resources. This Section is intended to include all line staff and supervisors. Failure of a Contractor to meet and maintain minimum staff qualifications as provided here may result in liquidated damages.

CCA will provide adequate personnel to deliver twenty-four (24) hour/seven (7) day per week care and supervision of inmates, as well as administrative and support personnel for the operation, management, and maintenance of each facility. Minimum qualifications for staff are as follows:

Administrative/Support

Warden

Graduate from an accredited college or university with a bachelor's degree in a social or behavioral science or other acceptable related field preferred. Five years professional correctional supervisory work experience required. Qualifying full-time professional correctional experience may be substituted for the education on a year-for-year basis to a maximum of four years. A valid driver's license is required. Must demonstrate a comprehensive knowledge of the practices and principles of correctional facility management; pertinent corrections laws, rules and regulations; and of the principles and practices of supervision and training.

Assistant Warden

Graduate from an accredited college or university with a bachelor's degree in a social or behavioral science or other acceptable related field preferred. Five years professional correctional supervisory work experience required. Qualifying full-time professional correctional experience may be substituted

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for the required education on a year-for-year basis to a maximum of four years. A valid driver's license is required. Must demonstrate a comprehensive understanding and knowledge of the practices and principles of correctional facility management; pertinent corrections laws, rules and regulations; and the principles and practices of supervision and training.

Training Manager

Graduate from an accredited college or university with a degree in a social or behavioral science or other acceptable related field. Three years experience in a correctional setting required. Additional experience in training, classroom instruction or curriculum development preferred. Additional qualifying experience may be substituted for the education to a maximum of two years. A valid driver's license is required.

Business Manager

Graduate from an accredited college or university with a bachelor's degree in a business and/or public administration, accounting or other acceptable related field. Three years of increasingly responsible business experience which includes at least one year in a supervisory capacity preferred. Experience may be substituted for the required education on a year-for-year basis. Additional graduate course work in a business-related field may be substituted for the experience on a year-for-year basis to a maximum of two years. A valid driver's license required. Must demonstrate a knowledge of accounting principles; Microsoft Word for Windows; Lotus 1-2-3 or Excel; and the principles and practices of supervision, training, and management.

Manager, Human Resources

Graduate from an accredited college or university with a bachelor's degree in personnel administration or an acceptable related business field preferred and three years experience in a similar position preferred. Specialized knowledge of applicable laws and regulations relative to employment and unemployment compensation desired. A valid driver's license is required. Proficiency in Microsoft Word for Windows, Lotus 1-2-3 or Excel and other computer applications desired.

Manager, Quality Assurance

Graduate from an accredited college or university with a bachelor's degree in a social or behavioral science or other acceptable related field and two or more years of experience in the field of criminal justice preferred. Experience may be substituted for the education on a year-for-year basis. Additional graduate course work in a related field may be substituted for the experience on a year-for-year basis. A valid driver's license required. Must demonstrate a knowledge of computer applications to include Microsoft Word for Windows and Excel or similar spreadsheet programs.

Bookkeeper

High school diploma, GED certification or equivalent required; graduate from an accredited college or university with a degree in accounting or related field

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preferred. Three years experience in a similar position required. A valid driver's license is required. Must demonstrate a knowledge of Microsoft Word for Windows; Lotus 1-2-3, or Excel or other spreadsheet or accounting software.

Accounting Clerk

High school diploma, GED certification or equivalent or greater and two years experience in accounting or a closely related field. Additional qualifying education may be substituted for experience. A valid driver's license is required. Must demonstrate a knowledge of accepted accounting principles and Lotus 1-2-3 or Excel. Proficiency of Microsoft Word for Windows is preferred.

Safety Manager

High school diploma, GED certification or equivalent. One year experience in fire/safety or a safety-related field preferred. Must demonstrate ability to complete any required fire/safety training. A valid driver's license is required.

Records Clerk

High school diploma, GED certification or equivalent. Experience in records management in a correctional institution or office preferred. A valid driver's license is preferred, unless required by contract or applicable statute. Proficiency in Microsoft Word for Windows, Lotus 1-2-3 or Excel and other personal computer applications preferred.

Secretary

High school diploma, GED certification or equivalent. Three years experience in full-time secretarial or administrative office work preferred. Additional qualifying education at an accredited college, business school or technical institute in office administration or a related field may be substituted for up to two years of the experience. A valid driver's license is required. Proficiency in Microsoft Word for Windows, Lotus 1-2-3 or Excel and other computer applications preferred.

Receptionist

High school diploma, GED certification or equivalent. Must demonstrate ability to learn to operate a private branch exchange telephone system. One year of general office experience, preferred. A valid driver's license preferred, unless required by contract or applicable statute. Demonstrate experience and proficiency in Microsoft Word for Windows, Lotus 1-2-3 or Excel and other personal computer applications preferred.

Security/Operations

Chief of Security

Graduate from an accredited college or university with a bachelor's degree in a social or behavioral science or other acceptable related field and five years professional correctional work experience which includes three years in a supervisory capacity preferred. Qualifying full-time professional correctional experience may be substituted for the required education on a year-for-year basis

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to a maximum of four years. A valid driver's license is required. Must demonstrate a knowledge of correctional custody methods and techniques, pertinent facility rules, regulations and standards, principles and practices of supervision and training and principles and practices of management.

Shift Supervisor

High school diploma, GED certification or equivalent, with three years experience in a criminal justice field or other acceptable related field, which includes two years in a supervisory capacity. Additional education may be substituted for the experience on a year-for-year basis. Completion of basic pre-service correctional officer training and, where applicable, be a commissioned security officer licensed by the state of employment. A valid driver's license is required. Must demonstrate knowledge of the practices and principles of correctional facility management; pertinent corrections laws, rules and regulations; and the principles and practices of supervision and training. Any or all experience requirements may be waived by Warden/Administrator if individual exhibits a superior level of job performance and demonstrates exceptional knowledge of all security positions, policies and procedures.

Assistant Shift Supervisor

High school diploma, GED certification or equivalent, with three years experience in a criminal justice field, which preferably includes one year in a supervisory capacity. Additional education may be substituted for the experience on a year-for-year basis. Completion of basic pre-service officer training and, where applicable, be a non-commissioned security officer licensed by the state of employment. A valid driver's license is required. Any or all experience requirements may be waived by Warden/Administrator if individual exhibits a superior level of job performance and demonstrates exceptional knowledge of all security positions, policies and procedures.

Unit Manager

High school diploma, GED certification or equivalent, with four years experience in criminal justice field, which includes three years in a supervisory capacity. Additional qualifying education may be substituted for the experience on a year-for-year basis. Prefer completion of basic pre-service correctional officer training, and, where applicable, commission as a security officer licensed by the state of employment. A valid driver's license is required. Must demonstrate knowledge of the principles and practices of correctional facility management; pertinent corrections laws, rules and regulations; and principles and practices of supervision and training.

Correctional Officer

High school diploma, GED certification or equivalent. Must complete pre-service correctional officer training and, where applicable, be a non-commissioned security officer licensed by the state of employment. A valid driver's license is required. Demonstrate ability to complete any required training. Must be available to work any hours, any shift.

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Programs

Program Manager

Graduate from an accredited college or university with a degree in social or behavioral science or a closely related field. Five years experience in human services, preferably related to correctional programs, which must include staff supervision, counseling, administration and at least two years in a supervisory or managerial position. A valid driver's license is required.

Classification Coordinator

Graduate from an accredited college or university with a bachelor's degree in social or behavioral science or a closely related field and three years of work experience in correctional counseling, social work, classification, rehabilitation or probation and parole preferred. Education may be substituted for the experience on a year-for-year-basis; related work experience may be substituted for education on a year-for-year basis. A valid driver's license is required.

Counselor

Graduate from an accredited college or university with a degree in social or behavioral science or other acceptable related field preferred and one year experience where the primary responsibility was to provide counseling services preferred. A valid driver's license is required.

Substance Abuse Counselor

Graduate from an accredited college or university with a degree in psychology, counseling, social work or a closely related field. One year experience in alcohol and drug rehabilitation programs or other related experience in substance abuse counseling required. Appropriate certification is preferred. Qualifying experience may be substituted for educational requirements on a year-for-year basis. A valid driver's license is preferred, unless required by contract or applicable statute.

Recreation Supervisor

Graduate from an accredited college or university with a degree in an appropriate related field and experience equivalent to one year in the supervision of recreational activities, preferably in a correctional setting, required. Applicable related experience may be substituted for the required education on a year-for-year basis to a maximum of four years. A valid driver's license is required.

Chaplain

Graduate from an accredited college or university with a bachelor's degree in divinity, theology or religion preferred. Additional related pastoral experience may be substituted for education beyond high school on an equivalent time basis. Current denominational endorsement is required. A valid driver's license is required.

Must demonstrate a knowledge of the principles and methods of conducting religious services, teaching religions studies, administering sacraments, and the methods, principles, and practices of counseling.

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Jobs Coordinator

High school diploma, GED certification or equivalent. One year experience in correctional counseling or other applicable related experience preferred. Additional related education may be substituted for work experience. A valid driver's license is preferred, unless required by contract or applicable statute.

Education

Principal

Graduate from an accredited college or university with degree in education or acceptable related field. Master's degree in education or other acceptable related field from an accredited college or university may be necessary to comply with state or contract requirements. Must possess or be eligible for certificate, license or any other legal credentials required for this position in the state of employment. Continued employment in this position will be contingent upon obtaining and/or maintaining appropriate state credentials. Three years of full-time professional educational work, including at least, one year of education administrative or supervisory work. Additional qualifying graduate course work may be substituted for the required experience on a year-for-year basis to a maximum of two years. There is no substitution for the required year of administrative and supervisory experience. A valid driver's license is required.

Academic Instructor

Graduate from an accredited college or university with degree in education or other acceptable related field. Must possess or be eligible for certificate, license or other legal credentials required to teach in state. Continued employment in this position will be contingent upon obtaining and/or maintaining appropriate state credentials. Three years classroom instruction experience preferred. A valid driver's license is preferred, unless required by contract or applicable statute.

Vocational Instructor

Graduate from an accredited college, university or vocational school preferred. Must possess or be eligible for certificate, license or other legal credentials required by state law, regulation or contract. Continued employment in this position will be contingent upon obtaining and/or maintaining appropriate state credentials. Experience in the trade and/or vocational area of instruction. Applicable experience may be substituted for education up to a maximum of four years, unless prohibited by law, regulation or contract. A valid driver's license is preferred, unless required by contract or applicable statute.

Services

Food Service Manager

High school diploma, GED certification or equivalent. Three years experience in food service and prior supervisory experience required. Additional education may be substituted for experience on a year-for-year basis to a maximum of two

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years. Must meet all state and local government food handling requirements. A valid driver's license is required. Must demonstrate a knowledge of all aspects of food service operation including cost control, food quality, safety and sanitation.

Food Service Supervisor

High school diploma, GED certification or equivalent. One year experience in food service and knowledge of volume food service operation required. Prior supervisory experience preferred. Must meet all state and local government food handling requirements. A valid driver's license is required. Demonstrate a knowledge of all aspects of food service operation including cost control, food quality, safety and sanitation. Must be available to work any hours, any shift.

Maintenance Supervisor

High school diploma, GED certification or equivalent. Must have an additional four years of technical education, experience and/or training in the operation, maintenance and repair of mechanical and electrical systems to include at least one year of supervisory experience. Extensive knowledge of building construction and the operation of building systems is preferred. A valid driver's license is required.

Warehouse Supervisor

High school diploma, GED certification or equivalent. One year experience in warehouse operation and physical control and movement of inventory preferred. A valid driver's license is required.

Mailroom Supervisor

High school diploma, GED certification or equivalent. Supervisory experience and postal service duties preferred. A valid driver's license is required.

Records Clerk

High school diploma, GED certification or equivalent. Experience in records management in a correctional institution or office preferred. A valid driver's license is preferred, unless required by contract or applicable statute. Proficiency in Microsoft Word for Windows, Lotus 1-2-3 or Excel and other personal computer applications preferred.

Medical

Health Services Administrator

Graduate from an accredited college or university with a degree in nursing. Must be licensed in the state of employment. Three years professional experience, which includes one year in a supervisory position required. A valid driver's license is required. Must demonstrate a knowledge of correctional custody methods and techniques, pertinent facility rules, regulations and standards, principles and practices of supervision and training, and principles and practices of management.

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Registered Nurse (RN)

Graduate from an accredited college, university or nursing program with a degree/diploma in nursing. Must possess current licensure in the state of employment. One year of professional nursing experience required. A valid driver's license is required.

Licensed Practical Nurse (LPN)

Graduate from an approved school of nursing with a certificate as a Licensed Practical Nurse. Must be licensed in the state of employment. A valid driver's license is required.

Psychologist

Graduate from an accredited college or university with an advanced degree in psychology, or an appropriate degree in a related clinical area and appropriate certification or license (or meet educational requirements for licensing in the state of employment, if greater). Five years clinical experience which, includes two years in a comparable position. A valid driver's license is required.

Mental Health Specialist

Graduate from an accredited college or university with a degree in social or behavioral science or a closely related field preferred. One year experience where the primary responsibility was provision of mental health or counseling services. Additional related work experience that includes direct provision of counseling services or training for same may be substituted for education on a year-for-year basis. A valid driver's license is preferred, unless required by contract or applicable statute.

Dentist

Graduate of an approved school of dentistry and licensure as a dentist in the state of employment. At least one year of experience preferred. Must demonstrate good oral and written communication skills. A valid driver's license is preferred, unless required by contract or applicable statute. Must demonstrate a knowledge of correctional custody methods and techniques, pertinent facility rules, regulations and standards.

Medical Records Clerk

High school diploma, GED certification or equivalent. Two years experience in a similar position required. Additional education or specialized training may be substituted for the required experience. A valid driver's license is preferred, unless required by contract or applicable statute. Proficiency in Microsoft Word for Windows, Lotus 1-2-3 or Excel and other personal computer applications preferred.

BI-LINGUAL RESOURCES

Institutions maintain continuing access to individuals who can communicate with non-English speaking inmates. This access is maintained in a combination of ways:

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- by hiring of on-site personnel with bi-lingual capabilities,
- and/or utilization of community resources that provides access to Spanish and other non-English bi-lingual translators.

5.2.2 Proposers shall include a statement that they understand and will comply with the WDOC's requirement that no person in the employment of the proposer or employee of any subcontractor used by the proposer may have any contact with Wisconsin inmates if that employee has been convicted of a felony or has been convicted of any drug offense. Any person found to have been convicted of a felony or convicted of any drug offense shall be immediately removed from the contractor's facility.

CCA agrees to comply with this section subject to any conflicting laws and any exemption granted by the WDOC . Due to the nature of the invaluable LifeLine program and the need for empathetic counselors, CCA proposes that its LifeLine counselors be exempted from the above requirement.

5.2.3 All employees and subcontractor's employees who have any contact with WDOC inmates, regardless of frequency, shall be subject to a background investigation conducted by the proposer to assure compliance with Section 5.2.2. This provision shall apply to all Proposers staff at the time of any Contract Award. Proposers shall describe the type and extent of background investigations done on current employees and subcontractor's employees. Proposer shall describe the type and extent of investigations that shall be conducted into the background of employees and employees of subcontractors prior to their employment.

In order to maximize productivity and employee performance, CCA has adopted a comprehensive pre-employment screening process that includes, but may not be limited to, drug screening, criminal history and driver's license status and history. Additional background screening may be performed to comply with the applicable laws and/or the requirements of a contracting entity.

5.2.4 Please include a description of the entire staffing pattern employed in your facility(s) in which you are proposing to house WDOC inmates. The description should be by logical functional unit within the facility; i.e. Security, Medical, Administration, Maintenance, Education and Programming, etc. The proposer shall also identify all "priority posts" that must be staffed 24 hours per day and/or 7 days per week. The Proposer shall identify "Key/Essential Staff"; those position that are key or essential to the operation of the institution; i.e. Warden, Security Director, Medical Personnel listed in 7.12.1. Failure to follow the staffing pattern accepted by WDOC may result in liquidated damages and/or credits per Section 4.3.

CCA has included the staffing patterns for the Diamondback Correctional Center, the North Fork Correctional Facility, the Prairie Correctional Facility, the Stewart Correctional Facility, the Tallahatchie Correctional Facility, the West Tennessee Detention Facility and the Whiteville Correctional Facility in which we propose for housing Wisconsin inmates. The staffing patterns are organized by logical functional units within the facilities with designations of "priority posts" as well as "Key/Essential Staff" positions for each institution. Should facility inmate population change, CCA reserves the right to adjust staffing patterns accordingly. These staffing patterns are located as follows:

Center/Facility	Appendix
Diamondback Correctional Facility.....	B

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North Fork Correctional Facility.....	B
Prairie Correctional Facility.....	B
Stewart Correctional Facility.....	B
Tallahatchie County Correctional Facility	B
West Tennessee Detention Facility.....	B
Whiteville Correctional Facility	B

5.2.5 Please include a brief description of training provided or required of staff as condition of employment. Also describe any staff in-service, continuing education training requirement or opportunities. Additional training may be provided by WDOC staff at the request of the contractor. Such training must be arranged through the WDOC Contract Administrator.

5.2.5.1 Part-time or Temporary employees may be used providing they meet all training, certification, licensure, background check, etc., requirements.

Corrections Corporation of America's staff training programs meet and frequently exceed the training standards set by the American Correctional Association (ACA). All CCA facilities have a full time training manager, each of whom has successfully completed a 40-hour Training for Trainers program. Also, all instructors in firearms, chemical munitions and OC, batons, electronic restraint devices, defensive tactics, crisis prevention and CPR maintain current instructor certifications in their respective specialty areas.

In addition to the extensive resources available within the corporation, whenever possible, CCA is committed to working closely with local, state and federal organizations in the planning and presentation of training programs. At the proposed facilities, CCA's established relationships with resources at the local, state and national levels will continue to be an asset in sponsoring and presenting training programs. An individual training record will be maintained for each employee, along with documentation of training attended.

A qualified full-time training manager will coordinate and ensure proper delivery of training programs for employees at the facility. Responsibility for the training programs will rest with the corporate managing director of staff development and training, the warden, the facility training manager and the facility training advisory board.

The training advisory board will consist of supervisors and line employees representing all areas of facility operations. This board will perform an active role in evaluating the effectiveness of current training efforts and identifying future and special training needs for the staff. The training advisory board will meet regularly to review the progress of the training program and work with the training manager to address special training needs at the facility.

On a monthly basis, the training manager will submit a training report to the corporate director of training. The training manager also submits an annual facility-training plan to the corporate managing director of training for approval.

PRE-SERVICE ORIENTATION TRAINING

CCA will provide an orientation program for all security and non-security employees prior to being independently assigned to work. Included in this training are the following:

- CCA Overview - history, philosophy, goals and objectives;

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- Human Resources Management - job responsibilities and personnel policies;
- Inmate Supervision, Rights and Responsibilities;
- Sexual Harassment
- Professionalism and Ethics - employee standards of conduct;
- Facility Policies and Procedures;
- ACA Accreditation
- Emergency Procedures;
- Hostage Situations;
- Inmate Classification, Grievance and Disciplinary Procedures - rules and regulations;
- Institutional Safety;
- Criminal Justice System, Legal Issues and Inmate Rights;
- Suicide Intervention and Prevention Precautions;
- Team Building;
- True Colors
- Use of Force - regulations and tactics;
- Communicable Diseases and Infection Control; and
- Medical and Psychiatric Referral.

CORRECTIONAL OFFICER TRAINING

CCA requires that all security personnel complete a minimum of 160 hours of initial training during their first year of employment, including pre-service orientation and 40 hours of in-service annually thereafter. In addition to pre-service orientation, a full-time correctional officer who works in direct and continuing contact with inmates receive basic training in accordance with ACA requirements during the first year of employment, to include the following:

- Chemical/Inflammatory Agents Familiarization;
- Counting Procedures;
- Cultural Awareness;
- Crime Scene Procedures;
- Defensive Tactics;
- Direct Supervision;
- First-Aid/CPR;
- Games Criminals Play – Inmate Manipulation;
- Interpersonal Communications;
- Interpersonal Communications II – Inmate Management;
- Non-Violent Crisis Prevention and Intervention (CPI);
- Radio Communications;
- Report Writing;
- Searches and Contraband Control;
- Self Contained Breathing Apparatus (SCBA);
- Security Procedures and Security Threat Groups;

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- Stress Management;
- Substance Abuse;
- Tool and Key Control;
- Transportation of Inmates;
- Unit Management;
- Unit Procedures and Post Orders; and
- Use of Restraints.

In addition to pre-service and basic training, all correctional officers will receive, at a minimum, 40 hours of on-the-job training (OJT).

SUPPORT PERSONNEL TRAINING

In addition to pre-service orientation, support personnel who have daily contact with inmates will receive an additional 40 hours of on-the-job training. Support personnel will also receive at least 40 hours of training during each subsequent year of employment. Training for this group will include instruction designed to improve the employee's ability to understand and effectively manage inmate behavior.

PROFESSIONAL SPECIALIST TRAINING

In addition to pre-service orientation, professional specialist employees will receive an additional 40 hours of training in their specialty area. Professional specialist employees will receive at least 40 hours of training during each subsequent year of employment.

ADMINISTRATIVE AND MANAGEMENT TRAINING

In addition to pre-service orientation, administrative and managerial personnel will receive an additional 40 hours of OJT. Employees in this category will complete a minimum of 40 hours of training during each subsequent year of employment.

IN-SERVICE TRAINING

CCA provides 40 hours of annual in-service training to all employees. Courses are specified in advance as in-service training and must include measurable learning objectives and evaluation of student learning. At a minimum, this training will include the following for all personnel: review of: a) use of force policy and emergency plans; b) institutional safety; c) communicable diseases and infection control; d) CCA sexual harassment and standards of conduct policies; and e) suicide prevention. CCA's in-service training program is developed in accordance with applicable ACA, CCA and contractual requirements.

CONTINUING EDUCATION OPPORTUNITIES

The Corporate Director of Staff Development and Training and Facility Training Managers collaborate with colleges and universities in areas of mutual interest, when such resources are available, to provide additional continuing education opportunities for staff. CCA encourages employees to continue their education. Employees are encouraged to attend outside workshops, seminars and other formal education programs.

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5.2.6 Contractor shall maintain, at the facility, a personnel file for each employee of the facility that contains, but is not limited to, records of the background investigation, dates of employment, training, current certifications/licensure, annual performance evaluations, disciplinary actions and related records. Personnel files, payroll records and related documents shall be readily available to WDOC upon request. Privacy and confidentiality rights will be strictly followed. The Contractor shall obtain any necessary waivers from employees that allow WDOC to inspect personnel records.

CCA has read section 5.2.6 and offers the following: It is the policy of CCA to maintain records on each employee that are directly related to the employee's job and the corporation's information needs and to allow access to such records in a manner that recognizes the employee's privacy and the confidentiality or disclosure requirements of any applicable law.

5.2.7 WDOC reserves the right to approve the appointment or to require the removal of the Superintendent/Warden at any facility which houses WDOC inmates.

CCA agrees to notify the WDOC prior to the appointment or removal of the Superintendent or Warden at any facility that houses WDOC inmates.

5.3 Proposer references

5.3.1 Proposers must include in their RFPs a list of governmental entities, and in particular other State Correctional Departments, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to the evaluation team and used in scoring the written proposals.

In accordance with the RFP, the following governmental entities are provided as references for work performed in the area of service required.

Contact: Tennessee Department of Correction
Facility: South Central Correctional Center, Clifton, Tennessee
Hardeman County Correctional Facility, Whiteville, Tennessee
Donal Campbell, Commissioner
Rachel Jackson Bldg., 4th Floor
320 Sixth Avenue North
Nashville TN 37243-0465
Telephone: 615-532-8281

Contact: Louisiana Department of Public Safety & Corrections
Facility: Winn Correctional Center, Winnfield, Louisiana
Johnny Creed, Assistant Secretary
P.O. Box 94304, Capitol Station
Baton Rouge LA 70804-9304
Telephone: 225-342-9711

Contact: New Mexico Department of Corrections
Facility: New Mexico Women's Correctional Facility
Louis Sanchez, Contract Monitor
P.O. Box 800

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Grants NM 87020
Telephone: 505-287-2941

Contact: Georgia Department of Corrections
Facility: Coffee Correctional Facility, Nicholls, Georgia
Wheeler Correctional Facility, Alamo, Georgia
Wendell Fowler, Regional Operations Coordinator
2 MLK Jr. Drive SE
652 Twin Towers East
Atlanta, GA 30334
Telephone: 912-568-1731

5.3.2 The proposer shall provide a copy of the latest certified audit for the proposer which provides an accurate assessment of the financial position and stability of the proposer.

A copy of CCA's most recent audited financial statements can be found in Appendix A.

6.0 General Requirements

The following general requirements are mandatory and must be complied with.

6.1 Facility

Proposer must be able to provide a suitable facility(s) with the capacity to receive a minimum of 500 male inmates within 60 days of Contract Award. Provide a written description of the proposed facility(s). This should describe the physical plant. Give the name of the facility, location, and capacity of each for inmates classified under Wisconsin's classification system as minimum, medium, medium out, and general maximum. State how each classification will be housed, i.e., single cell, double cell, or dormitory.

6.1.1 Start-up Period The Contractor shall be allowed a start up period not to exceed 60 days from Contract Award.

A description of each of CCA's proposed facilities are listed below.

DIAMONDBACK CORRECTIONAL FACILITY

The Diamondback facility is located at Rt. 2 in Watonga, Oklahoma. The facility contains 2,160 beds, but under this RFP, CCA is offering up to 720 beds to the State of Wisconsin. Of the 720 offered beds, at the facility, all cells are double beds and can house minimum, medium, medium out and general maximum inmates.

Facility Description

The Diamondback Correctional Facility (DbCF) was opened in October 1998. Inmates are housed in celled living units in a campus-style housing design. For this proposal, CCA is offering three 240-bed housing units to Wisconsin.

The facility is a campus-style facility comprised of nine 240-bed housing units and administrative buildings constructed of pre-cast concrete tilt-up panels and CMU components, a gymnasium, two education buildings, and a maintenance/industry building all interconnected by sidewalks. Accommodations for handicapped

inmates are included throughout the facility. Heating, ventilation and air conditioning systems provide year-round environmental control throughout the facility.

Housing units are furnished with a dayroom that has a television, a separate television room, microwave, iron, ironing boards, toilets, wash basins with hot and cold running water, above floor sleeping surfaces, clothes hooks, writing surface/seat, natural light and storage space for personal belongings. Access to showers with thermostatically-controlled hot and cold water is available to all inmates. Adjacent to all inmate-sleeping areas is a central dayroom that contains showers, tables, and seating, and telephones for use by the inmates.

The facility was accredited initially by the American Correctional Association in May 2000. In addition, the facility complies with all applicable safety, sanitation and health codes and specifically meets the following:

- ACA Standards for Adult Correctional Institutions;
- NFPA Life Safety Codes;
- Americans With Disabilities (ADA); and,
- All applicable federal, state and local laws, permits, approvals, ordinances, regulations and building codes.

Security Features

Internal security of inmate housing is achieved through the use of a podular "all-cell" design configured for direct unit management under ACA Standards for Adult Correctional Institutions, Third Edition. Construction consists of steel reinforced, insulated, precast concrete outside walls, side walls and ceilings, poured concrete, steel reinforced floor slabs and a steel front wall panel at each cell with a steel door with a Lexan view window and pneumatic door locking systems.

Housing doors are controlled remotely from the master control while interior doors are controlled by the unit management picket control station, with override capability by master control. All inmate housing, recreation, education and administrative areas have an external security perimeter barrier composed of two 12-foot high, heavy gauged chain link fences topped with barbed wire and a combination of seven patterns of man barrier steel core reinforced razor wire. Each razor wired fence has a 20-foot separation from the other and is anchored in a steel-reinforced concrete footing. The outer fence is equipped with a shaker/microwave detection system. Perimeter ingress and egress is controlled solely by master control through three sallyport electronic gates equipped with supplemental microwave sensors and observation by electronic cameras attached to the administration building and the outside upon high tower mast light poles. A security perimeter road patrolled by an armed guard in a vehicle with radio communication back to master control is also provided. The road and fences are illuminated at night by mast lighting and secondarily supported by surveillance cameras monitored by master control. All security systems are supported by a backup generator in the event of power failure.

Other Space Functions