

**Committee Name:**  
**Joint Committee – Finance**  
**(JC–Fi)**

**Appointments**

99hr\_JC–Fi\_Appt\_pt00

**Committee Hearings**

99hr\_JC–Fi\_CH\_pt00

**Committee Reports**

99hr\_JC–Fi\_CR\_pt00

**Clearinghouse Rules**

99hr\_JC–Fi\_CRule\_99–

**Executive Sessions**

99hr\_JC–Fi\_ES\_pt00

**Hearing Records**

99hr\_ab0000

99hr\_sb0000

**Misc.**

99hr\_JC–Fi\_\_Misc\_\_s.13.10\_pt10b1

**Record of Committee Proceedings**

99hr\_JC–Fi\_RCP\_pt00

~~INVOICES~~

S. 13.10 Meeting

December 21, 1999



## Legislative Fiscal Bureau

One East Main, Suite 301 • Madison, WI 53703 • (608) 266-3847 • Fax: (608) 267-6873

December 15, 1999

TO: Senator Brian Burke, Senate Chair  
Representative John Gard, Assembly Chair  
Joint Committee on Finance

FROM: Bob Lang, Director

SUBJECT: Pending Prison Bed Contracts

Attached are the pending prison bed contracts between the Department of Corrections and: (a) Corrections Corporation of America (Attachment I); and (b) McCloud Correctional Services (Attachment II). Also attached is the request for proposals (RFP) Corrections issued in connection with the procurement of additional contract beds (Attachment III). The RFP is incorporated into the contracts by specific reference. These items will be addressed at the Joint Committee on Finance's December 21, 1999, s. 13.10 meeting. In the Fiscal Bureau paper related to this item (Agenda Item XXI), it is indicated that copies of the contracts and the RFP are available in the Co-chairs offices and in the office of the Legislative Fiscal Bureau.

JR/lah  
Attachments

*Senator  
Burke  
AM: Julie*

**ATTACHMENT I**

**Contract Between the Wisconsin Department of Corrections  
and  
the Corrections Corporation of America**

CONTRACTUAL SERVICES CONTRACT

BETWEEN

CORRECTIONS CORPORATION OF AMERICA

AND

STATE OF WISCONSIN  
DEPARTMENT OF CORRECTIONS

THIS CONTRACT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the State of Wisconsin, Department of Corrections, having its principal office at 149 East Wilson Street, Madison, Wisconsin, 53707, hereinafter referred to as the "Department" and Corrections Corporation of America, a corporation organized under the laws of the State of Tennessee, having its principal office at 10 Burton Hills Boulevard, Nashville, Tennessee, 37215, hereinafter referred to as "Contractor".

WHEREAS, the Department is authorized pursuant to sec. 301.21, Stats., to enter into contracts for the transfer and confinement in another state, of inmates who have been committed to the custody of the Department, and

WHEREAS, in accordance with the terms and conditions of Request for Purchase # C-519, on September 2, 1999, the Contractor submitted a Proposal to the Department and has been selected by the Department to house inmates committed to the Department, and

WHEREAS, the Department is authorized by statute to enter into this Agreement pursuant to which the Contract will provide housing and care for certain inmates,

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I  
DEFINITIONS

ACA – means American Correctional Association

ACA Standards – means the Standards for Adult Correctional Institutions, Third Edition, as same may be modified, amended or supplemented in the future, published by ACA.

Contract Administrator – means the person appointed by the Department or designee, who shall work for and be paid by the Department to act as the official liaison between the Department and Contractor on all matters pertaining to the services provided under this Contract.

Facilities – means the Hardeman Correctional Facility, in Whiteville, Tennessee, the Whiteville Correctional Facility, in Whiteville, Tennessee, the North Fork Correctional Facility, in Sayre, Oklahoma, the Prairie Correctional Facility, in Appleton, Minnesota, the West Tennessee Detention Facility, in Mason, Tennessee, and the Tallahatchie Correctional Facility, in Tutwiler, Mississippi.

Inmate – means any adult male committed to the Department and assigned to the Facilities.

Manday – means each day an inmate is admitted to the Facilities, including the first but not the last day of incarceration.

Service Commencement Date – means the first day inmates are received and incarcerated at the Facilities pursuant to this Contract.

State – means the State of Wisconsin.

Unforeseen Circumstances – means those acts or occurrences beyond the reasonable contemplation of the parties at the time of the execution of this Contract which materially alter the financial conditions upon which this Contract is based, including the failure of the Wisconsin Legislature's Joint Finance Committee to approve this Agreement or appropriate funds to continue this Contract.

Serious Medical Condition – means inmates needing regular, reoccurring, off-site specialty referrals for medical concerns. The Department will not transfer inmates to the Facilities who meet this definition.

## ARTICLE 2 TERM OF THE CONTRACT

- 2.1 The Contract shall be effective on the contract execution date and shall run for one (1) year from that date, with an option by mutual agreement of the Department and Contractor, to renew for 2 (two) additional 1(one)-year periods.
- 2.2 The Department may cancel this Contract in whole or in part without penalty due to nonappropriation of funds or failure of the Contractor to comply with terms, conditions and specifications of this Contract.

## ARTICLE 3 INMATES

- 3.0 Contractor agrees to securely house and provide services for up to four thousand, eight hundred and thirty-three (4,833) male inmates at \$42.00 per day at the following Facilities: Hardeman Correctional Facility; Whiteville Correctional Facility; North Fork Correctional Facility; Prairie Correctional Facility; West Tennessee Detention Facility; and Tallahatchee Correctional Facility. Offenders assigned will be adult males. The Contractor may transfer any of the inmates between the Facilities, under contract, with the Department's prior approval.

The Department, subject to the Wisconsin Legislature's Joint Finance Committee's approval of this Contract and availability of funds, shall transfer inmates to the above named Facilities.

ARTICLE 4  
EMPLOYEES

4.0 INDEPENDENT CONTRACTOR

4.0.1

Contractor is associated with the State 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 State, nor shall agents or employees of the State be considered agents or employees of the Contractor. Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of the Department vehicles or any other benefit afforded to the employees of the Department as a result of this Contract.

4.0.2

Contractor shall provide sufficient qualified and trained personnel to meet its obligations under this Contract.

4.0.3

Contractor's personnel will receive training in accordance with ACA Standards.

ARTICLE 5  
CONTRACT COMPLIANCE

5.0 BREACH

5.0.1 A party shall be deemed to have breached this Contract if any following occurs: (a) failure to perform in accordance with any term or provision of this Contract; (b) partial performance of any term or provision of this Contract; or (c) any act prohibited or restricted by this Contract.

5.0.2 The Contractor shall be deemed to have materially breached the Contract and the Department may terminate the Contract for cause if any of the following occurs: (a) failure to completely and timely perform any term or provision of the Contract; or (b) performance or occurrence of any act or condition prohibited or restricted by the Contract. For purposes of this Article, items (a) and (b) shall hereinafter be referred to as "Contractor Breach".

5.0.3

In the event of a Contractor Breach, the Department shall have available the following remedies, any one or more of which may be exercised by the Department: (a) actual damages and any other remedy available at

law or equity; and/or (b) partial withholding of the Department's performance under the Contract; and/or (c) termination of the Contract.

5.0.4

In the event of Contractor Breach, the Department's Contract Administrator shall provide the Contractor with written notice of the Contractor Breach and a time period to cure said Contractor Breach. In the event the Contractor disagrees with the Department's determination of the Contractor Breach, period to cure, imposition of partial withholding or termination of the Contract, the Contractor shall appeal by notifying the Department's Contract Administrator in writing, who shall forward the appeal to the Department's Secretary for decision; provided, however, any appeal to the Department's Secretary shall not toll or otherwise affect the periods to cure. In the event the Contractor fails to cure the Contractor Breach within the time period provided, then the Department shall have available any and all remedies described herein.

5.0.5

The language in 5.0.4 above regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated Contractor Breaches of the same nature, in the event of abandonment of the Facilities by the Contractor, or in the event of a Court Order directing remedial action by the Department, in which case the Secretary may order immediate compliance, partial termination of the Contract for cause or termination of the Contract for cause.

5.0.6

The following shall constitute the breaches of the Contract on the part of the Department for which the Contractor may terminate the Contract: To the extent it causes the Contractor to be unable to perform its obligations under this Contract, the persistent or repeated failure or refusal by the Department to substantially fulfill any of its obligations under this Contract, unless justified by Force Majeur, waived by the Contractor or excused by Contractor's default

5.0.7

In the event of a breach by the Department, the Contractor shall notify the Department in writing within 30 (thirty) days after Contractor becomes aware of the breach. Said notice shall contain a description of the alleged breach. The Department shall be afforded a 45 (forty-five) day period in which to effect a cure or in which to take reasonable steps to effect a cure. If any cure is commenced within the time permitted which will take more than the time allotted above to effect a cure, then the Department shall be allowed the additional time as mutually agreed to by the parties.

5.0.8

Failure of the Contractor to provide the written notice described in 5.0.7 shall operate as an absolute waiver by the Contractor of the Department's breach.



5.0.9

In no event shall any breach on the part of the Department excuse the Contractor from full performance under this Contract.

ARTICLE 6  
MISCELLANEOUS

6.0 INVALIDITY AND SEVERABILITY

In the event that any provisions of this Contract shall be held to be invalid, such provision shall be null and void, and the validity of the remaining provisions of the Contract shall not in any way be affected thereby.

6.1 VENUE

This Contract shall be interpreted according to the law in the State of Wisconsin.

6.2 RELEASE

Contractor, upon final payment of the amount due under this Contract, releases the Department, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. Contractor agrees not to purport to bind the Department to any obligation not assumed herein by the Department unless the Contractor has prior express written authority to do so, and then only within the strict limits of that authority.

6.3 AMENDMENT

This Contract shall not be altered, changed or amended except by mutual consent of all appropriate signatures, their designees or successors in writing.

6.4 ENTIRE AGREEMENT

This Contract incorporates the RFP #C-519, including but not limited to the Standard Terms and Conditions which are part thereof, the Contractor's September 2, 1999, response to RFP #C-519, and any and all written agreements between the Contractor and the Department.

Any disputes between the parties as to the meaning of the agreement between the parties shall be resolved by referring to this Contract, then to the documents mentioned immediately above in the order in which they are listed.

6.5 FORCE MAJEURE

Neither party shall be deemed to be in violation of this Contract if either party is prevented from performing any of its obligations hereunder for any reason beyond its control, including acts of God, civil or military authority, act of public enemy or any other serious cause beyond the reasonable control of either party.

6.6 NO THIRD PARTY BENEFICIARIES

Nothing contained in this Control or inferable from this Contract is intended to confer any rights or remedies upon any person whatsoever other than the parties named herein. Furthermore, no portion of this contract is intended to relieve or discharge the obligation of any third persons to any party to this Contract, and no provision herein contained shall be construed to give any third party any claim, action or right of subrogation against any party hereto.

6.7 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.8 INTERNAL RELATIONSHIPS

Nothing in this agreement shall be construed to affect the internal relationships of the subdivision, offices, departments or agencies of the parties.

6.9 NOTICES

All notices shall be sent certified mail, return receipt requested to:

Department: Jeff Wydeven, Contract Administrator  
Division of Adult Institutions  
Wisconsin Department of Corrections  
149 E. Wilson Street  
Madison, WI 53707

Contractor: Linda G. Cooper, Vice President, Legal Affairs  
Corrections Corporation of America  
10 Burton Hills Boulevard  
Nashville, Tennessee 37215

6.10 POWERS OF THE PARTIES

The parties understand and agree that no clause, term, or condition of this Contract shall be construed to supersede the lawful powers of duties of either party.

6.11 JUDICIAL ACTIONS

Any judicial action relating to the construction, interpretation or enforcement of the Contract shall be brought and venued in Dane County Circuit Court in Madison, Wisconsin. The contractor hereby consents to personal jurisdiction in that venue and waives any defenses the Contractor otherwise might have relating thereto. The Contractor also hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise between the State and the

Contractor concerning the construction, interpretation or enforcement of the contract.

The Contractor agrees to provide the Department with copies of civil and criminal pleadings filed by inmates in the Facilities by first class mail within ten (10) days after service on the Contractor. The Contractor shall not have to provide such copies to the Department if the pleadings appear to be frivolous in nature.

IN WITNESS WHEREOF, the parties hereunto affix their signatures below.

FOR CONTRACTOR:

FOR THE DEPARTMENT:

\_\_\_\_\_  
Michael Quinlan, President & COO

\_\_\_\_\_  
Jon E. Litscher, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT II**

**Contract Between the Wisconsin Department of Corrections  
and  
McLoud Correctional Services**

CONTRACTUAL SERVICES CONTRACT  
BETWEEN  
MCCLOUD CORRECTIONAL SERVICES L.L.C.  
AND  
STATE OF WISCONSIN  
DEPARTMENT OF CORRECTIONS

THIS CONTRACT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the State of Wisconsin, Department of Corrections, having its principal office at 149 East Wilson Street, Madison, Wisconsin, 53707, hereinafter referred to as the "Department" and McCloud Correctional Services L.L.C., having its principal office at 450 South Coltrane Road, Edmond, Oklahoma 73034, hereinafter referred to as "Contractor".

WHEREAS, the Department is authorized pursuant to sec. 301.21, Stats., to enter into contracts for the transfer and confinement in another state, of inmates who have been committed to the custody of the Department, and

WHEREAS, in accordance with the terms and conditions of Request for Purchase # C-519, on August 30, 1999, the Contractor submitted a Proposal to the Department and has been selected by the Department to house inmates committed to the Department, and

WHEREAS, the Department is authorized by statute to enter into this Agreement pursuant to which the Contract will provide housing and care for certain inmates,

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I  
DEFINITIONS

ACA – means American Correctional Association

ACA Standards – means the Standards for Adult Correctional Institutions, Third Edition, as same may be modified, amended or supplemented in the future, published by ACA.

Contract Administrator – means the person appointed by the Department or designee, who shall work for and be paid by the Department to act as the official liaison between the Department and Contractor on all matters pertaining to the services provided under this Contract.

Facilities– means the Central Oklahoma Correctional Facility, in McLoud, Oklahoma.

Inmate – means any adult female committed to the Department and assigned to the Facilities.

Manday – means each day an inmate is admitted to the Facilities, including the first but not the last day of incarceration.

Service Commencement Date – means the first day inmates are received and incarcerated at the Facilities pursuant to this Contract.

State – means the State of Wisconsin.

Unforeseen Circumstances – means those acts or occurrences beyond the reasonable contemplation of the parties at the time of the execution of this Contract which materially alter the financial conditions upon which this Contract is based, including the failure of the Wisconsin Legislature's Joint Finance Committee to approve this Agreement or appropriate funds to continue this Contract.

Serious Medical Condition – means inmates needing regular, reoccurring, off-site speciality referrals for medical concerns. The Department will not transfer inmates to the Facilities who meet this definition.

## ARTICLE 2 TERM OF THE CONTRACT

- 2.1 The Contract shall be effective on the contract execution date and shall run for one (1) year from that date, with an option by mutual agreement of the Department and Contractor, to renew for 2 (two) additional 1(one)-year periods.
- 2.2 The Department may cancel this Contract in whole or in part without penalty due to nonappropriation of funds or failure of the Contractor to comply with terms, conditions and specifications of this Contract.

## ARTICLE 3 INMATES

- 3.0 Contractor agrees to securely house and provide services for up to one hundred and twenty-seven (127) female inmates at the Facilities at \$50.00 per inmate, per day. If the contract is extended by mutual agreement, the daily rate shall be \$51.00 per inmate, per day, for the first year, and \$52.00 per inmate, per day, for the 2<sup>nd</sup> year of the extension. Offenders assigned will be adult females who are permitted under Oklahoma Statute Title 57, Section 563.2.A.. The Contractor may transfer any of the inmates between the Facilities, under contract, with the Department's prior approval.

The Department, subject to the Wisconsin Legislature's Joint Finance Committee's approval of this Contract and availability of funds, shall transfer female inmates.

ARTICLE 4  
EMPLOYEES

4.0 INDEPENDENT CONTRACTOR

4.0.1

Contractor is associated with the State 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 State, nor shall agents or employees of the State be considered agents or employees of the Contractor. Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of the Department vehicles or any other benefit afforded to the employees of the Department as a result of this Contract.

4.0.2

Contractor shall provide sufficient qualified and trained personnel to meet its obligations under this Contract.

4.0.3

Contractor's personnel will receive training in accordance with ACA Standards.

ARTICLE 5  
CONTRACT COMPLIANCE

5.0 BREACH

5.0.1 A party shall be deemed to have breached this Contract if any following occurs: (a) failure to perform in accordance with any term or provision of this Contract; (b) partial performance of any term or provision of this Contract; or (c) any act prohibited or restricted by this Contract.

5.0.2 The Contractor shall be deemed to have materially breached the Contract and the Department may terminate the Contract for cause if any of the following occurs: (a) failure to completely and timely perform any term or provision of the Contract; or (b) performance or occurrence of any act or condition prohibited or restricted by the Contract. For purposes of this Article, items (a) and (b) shall hereinafter be referred to as "Contractor Breach".

5.0.3

In the event of a Contractor Breach, the Department shall have available the following remedies, any one or more of which may be exercised by the Department: (a) actual damages and any other remedy available at

law or equity; and/or (b) partial withholding of the Department's performance under the Contract; and/or (c) termination of the Contract.

5.0.4

In the event of Contractor Breach, the Department's Contract Administrator shall provide the Contractor with written notice of the Contractor Breach and a time period to cure said Contractor Breach. In the event the Contractor disagrees with the Department's determination of the Contractor Breach, period to cure, imposition of partial withholding or termination of the Contract, the Contractor shall appeal by notifying the Department's Contract Administrator in writing, who shall forward the appeal to the Department's Secretary for decision: provided, however, any appeal to the Department's Secretary shall not toll or otherwise affect the periods to cure. In the event the Contractor fails to cure the Contractor Breach within the time period provided, then the Department shall have available any and all remedies described herein.

5.0.5

The language in 5.0.4 above regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated Contractor Breaches of the same nature, in the event of abandonment of the Facilities by the Contractor, or in the event of a Court Order directing remedial action by the Department, in which case the Secretary may order immediate compliance, partial termination of the Contract for cause or termination of the Contract for cause.

5.0.6

The following shall constitute the breaches of the Contract on the part of the Department for which the Contractor may terminate the Contract: To the extent it causes the Contractor to be unable to perform its obligations under this Contract, the persistent or repeated failure or refusal by the Department to substantially fulfill any of its obligations under this Contract, unless justified by Force Majeur, waived by the Contractor or excused by Contractor's default

5.0.7

In the event of a breach by the Department, the Contractor shall notify the Department in writing within 30 (thirty) days after Contractor becomes aware of the breach. Said notice shall contain a description of the alleged breach. The Department shall be afforded a 45 (forty-five) day period in which to effect a cure or in which to take reasonable steps to effect a cure. If any cure is commenced within the time permitted which will take more than the time allotted above to effect a cure, then the Department shall be allowed the additional time as mutually agreed to by the parties.

5.0.8

Failure of the Contractor to provide the written notice described in 5.0.7 shall operate as an absolute waiver by the Contractor of the Department's breach.



5.0.9

In no event shall any breach on the part of the Department excuse the Contractor from full performance under this Contract.

ARTICLE 6  
MISCELLANEOUS

6.0 INVALIDITY AND SEVERABILITY

In the event that any provisions of this Contract shall be held to be invalid, such provision shall be null and void, and the validity of the remaining provisions of the Contract shall not in any way be affected thereby.

6.1 VENUE

This Contract shall be interpreted according to the law in the State of Wisconsin.

6.2 RELEASE

Contractor, upon final payment of the amount due under this Contract, releases the Department, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. Contractor agrees not to purport to bind the Department to any obligation not assumed herein by the Department unless the Contractor has prior express written authority to do so, and then only within the strict limits of that authority.

6.3 AMENDMENT

This Contract shall not be altered, changed or amended except by mutual consent of all appropriate signatures, their designees or successors in writing.

6.4 ENTIRE AGREEMENT

This Contract incorporates the RFP #C-519, including but not limited to the Standard Terms and Conditions which are part thereof, the Contractor's September 2, 1999, response to RFP #C-519, and any and all written exchanges and agreements between the Contractor and the Department.

Any disputes between the parties as to the meaning of the agreement between the parties shall be resolved by referring to this Contract, then to the documents mentioned immediately above in the order in which they are listed.

6.5 FORCE MAJEURE

Neither party shall be deemed to be in violation of this Contract if either party is prevented from performing any of its obligations hereunder for any reason beyond its control, including acts of God, civil or military authority, act of public enemy or any other serious cause beyond the reasonable control of either party.

6.6 NO THIRD PARTY BENEFICIARIES

Nothing contained in this Control or inferable from this Contract is intended to confer any rights or remedies upon any person whatsoever other than the parties named herein. Furthermore, no portion of this contract is intended to relieve or discharge the obligation of any third persons to any party to this Contract, and no provision herein contained shall be construed to give any third party any claim, action or right of subrogation against any party hereto.

6.7 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.8 INTERNAL RELATIONSHIPS

Nothing in this agreement shall be construed to affect the internal relationships of the subdivision, offices, departments or agencies of the parties.

6.9 NOTICES

All notices shall be sent certified mail, return receipt requested to:

Department: Jeff Wydeven, Contract Administrator  
Division of Adult Institutions  
Wisconsin Department of Corrections  
149 E. Wilson Street  
Madison, WI 53707

Contractor: John Thompson, COO  
McLoud Correctional Services L.L.C.  
450 South Coltrane Road  
Edmond, Oklahoma 73083

Mailing Address:  
P. O. Box 727  
Edmond, Oklahoma 73083-0727  
FAX: (405) 348-9817

6.10 POWERS OF THE PARTIES

The parties understand and agree that no clause, term, or condition of this Contract shall be construed to supersede the lawful powers or duties of either party.

6.11 JUDICIAL ACTIONS

Any judicial action relating to the construction, interpretation or enforcement of the Contract shall be brought and venued in Dane County Circuit Court in Madison, Wisconsin. The contractor hereby consents to personal jurisdiction in that venue and waives any defenses the Contractor otherwise might have relating thereto. The Contractor also hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise between the State and the Contractor concerning the construction, interpretation or enforcement of the contract.

The Contractor agrees to provide the Department with copies of civil and criminal pleadings filed by inmates in the Facilities by first class mail within ten (10) days after service on the Contractor. The Contractor shall not have to provide such copies to the Department if the pleadings appear to be frivolous in nature.

IN WITNESS WHEREOF, the parties hereunto affix their signatures below.

FOR CONTRACTOR:

FOR THE DEPARTMENT:

\_\_\_\_\_  
John Thompson, COO

\_\_\_\_\_  
Jon E. Litscher, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT III**

**Department of Corrections  
Inmate Housing Request for Proposals  
(RFP # C-519)  
August 6, 1999**

REQUEST FOR PROPOSAL (RFP)

FOR

STATE OF WISCONSIN  
DEPARTMENT OF CORRECTIONS

DIVISION OF ADULT INSTITUTIONS

**INMATE HOUSING**

RFP# C-519

Proposals must be submitted  
no later than 10:30 AM Local Time  
SEPTEMBER 2, 1999

For further information regarding this  
RFP contact Robert D. Canfield at (608) 267-5040.  
FAX (608) 261-7474

Issued by the State of Wisconsin  
Department of Corrections

August 6, 1999

LATE PROPOSALS WILL BE REJECTED

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**REQUIRED FORMS**

- Affidavit (DOA-3476)
- Designation of Confidential and Proprietary Information (DOA-3027)
- Vendor Information (DOA-3477)
- Vendor Reference (DOA-3478)

**ATTACHMENTS**

- Actuarial Data to be Collected
- Liquidated Damages Calculation Formula
- WI State Statute, Chapter 146.82, Confidentiality of patient health care records
- Chapter DOC 316, Medical, Dental, and Nursing Copayment Charge
- DOC 316 IMP #1; Inmate Co-Pay for Health Services
- DOC, BHS Policy/Procedure 100:09; Inmate Copay for Health Services
- DOC 309 I.M.P. #5; Inmate Compensation Plan
- DOC 309 I.M.P. #6; Religious Practices and Beliefs
- DOC 306 I.M.P. #22; Use of Force
- DOC Administrative Directive # 1.9; Reporting Serious Incidents, Events of Special Interest,  
Media Contacts , and Legislative Inquiries
- DOC Administrative Directive # 38.1; Case File Format
- Chapter DOC 302, Assessment and Evaluation, Security Classification and Sentence Computation

## 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, as represented by its Department of Corrections, intends to use the results of this process to award contracts for the services described in this RFP.

The WDOC currently has approximately 4,500 inmates housed in contract facilities. It is the WDOC's intent via this document to enter into a firm contract for an additional 700 beds over the next 12 month period beginning September 1, 1999 and to provide for potential accommodation for additional requirements resulting from population growth and/or transfer from existing private facilities as current contracts expire. Up to 6,000 total beds may be needed through the year 2003.

Proposers are directed to the cost segment of this document. Enter a per diem figure for each year indicated.

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's custody.

1.2.2 The current estimate is that approximately 6000 inmates will be placed in secured facilities under the terms of this contract. This level will be achieved over a period of time. 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 Wisconsin Department of Corrections (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.

### 1.4 Definitions

The following definitions are used through the RFP.

Agency or Department means the Wisconsin Department of Corrections.

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

State means state of Wisconsin.

Contractor means proposer awarded the contract.



**1.5 Clarification and/or revisions to the specifications and requirements**

Any questions concerning this RFP must be submitted in writing on or before August 18, 1999 to:

Robert D. Canfield  
Purchasing Agent  
Department of Corrections  
125 S. Webster, 3<sup>rd</sup> Floor  
PO Box 7991  
Madison, WI 53707-7991

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP DOCUMENT 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 DOCUMENT.

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.

**1.6 Proposer conference**

No proposer conference will be held for this RFP. Questions should be submitted as outlined in section 1.5 above.

**1.7 Reasonable accommodations**

The Department 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).

**1.8 Calendar of events**

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event the State 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
August 6, 1999	Date of issue of the RFP.
August 18, 1999	Last day for submitting faxed inquiries.
August 24, 1999	Fax responses to inquiries, revisions and clarifications.
September 2, 1999	Proposals due from proposers.
September 15, 1999	Notification of intent to award faxed to proposers.
As necessary	Site visit (optional; award may be subject to site visit).

## **1.9 Contract term and funding**

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for one (1) year from that date, with an option by mutual agreement of the agency and contractor, to renew for two (2) additional, one (1) year periods.

## **2.0 PREPARING AND SUBMITTING A PROPOSAL**

### **2.1 General instructions**

The evaluation and selection of a contractor and 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 response.

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 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  
125 S. Webster, 3<sup>rd</sup> Floor  
PO Box 7991  
Madison, WI 53707-7991

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 State Purchasing Office, for purposes of this RFP.

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

### **2.4 Proposal organization and format**

Proposals should be typed and submitted on 8.5 by 11-inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings.

Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Cover page
- Introduction
- Response to general requirements
  - Organizational qualifications
  - Staff qualifications
  - Facility
  - References
  - Mandatory requirement

- Response to technical requirements
- Cost proposal
- Required forms
  - Affidavit
  - Designation of Confidential and Proprietary Information
  - Proposer Information
  - Proposer Reference
- Appendix

## **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 Department may request clarification of a particular point in the proposer's submission.

## **3.0 PROPOSAL SELECTION AND AWARD PROCESS**

### **3.1 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 Agency 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 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.

### **3.3 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.

### 3.4 Evaluation criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percentage</u>
1.	General requirements	20
	Organization	5
	Staff	5
	References	5
	Facility	5
2.	Technical requirements	25
	Programs	10
	Work Opportunities	5
	Medical	5
	Leisure/Library/Religious	5
3.	Site Visit	10
4.	Cost	45
	Total:	<u>100</u>

### 3.5 Award and final offers

The award will be granted in one of two ways. It is the desire of the Department to make a single award for its requirements; if a single proposer is unable to meet the total requirements of the department, multiple awards will be made. The award will be granted to the highest scoring responsive and responsible proposer. If multiple awards are made, the order of selection will be based on score with proposers ranked from highest to lowest score. The Department of Corrections reserves the right to negotiate final price and units of service with any or all proposers selected.

### 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 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 125 S. Webster, 3<sup>rd</sup> Floor, Madison, Wisconsin. Proposers should schedule reviews with Robert Canfield at (608) 267-5040.

### 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:

Jon E. Litscher, Secretary  
Department of Corrections  
149 E. Wilson Street  
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 head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin Statute or a provision of a Wisconsin Administrative Code.

### **3.8 Termination**

The contract may be terminated by the state upon 60 days notice. If termination occurs as a result of the Contractor's failure to perform as specified in the Contractor's proposal document, the Contractor shall be held liable for all increased costs incurred related to the termination and relocation of inmates including transportation, increased housing costs, and any other costs associated with the termination of the contract. Liquidation of such costs shall be accomplished by deductions from invoices payable to the Contractor. Any costs which exceed the amounts due to the contractor shall be tendered by check to the State with thirty (30) days of notification. Also see Item 24.0 in the Standard Terms and Conditions (attached).

### **3.9 Liquidated Damages**

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

1. The Department shall notify the Contractor in writing of the Contractor breach and the amounts to be withheld as liquidated damages.
2. Liquidated damages shall be assessed for each day the Contractor breach remains uncured after the Contractor has been given notice of the breach and an opportunity to cure. Except for issues related to inmate health and safety, the Department plans to give the Contractor 30 days to cure a breach before liquidated damages will be imposed.
3. The Department and the Contractor will agree that the liquidated damages represent solely the damages and injuries sustained by the Department in losing the benefit of the bargain with Contractor and do not include:
  - any injury or damage sustained by a third party and Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the Department pursuant to the indemnity provision contained Article 6 or otherwise.

4. The Department may continue to withhold the liquidated damages or a portion thereof until the Contractor cures the Contractor breach or the Department terminates the Contract.
5. The Department is not obligated to assess liquidated damages before availing itself of any other remedy.
6. The Department 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.

#### **4.0 GENERAL PROPOSAL REQUIREMENTS**

##### **4.1 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.

##### **4.2 Staff qualifications**

4.2.1 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; and dietitians. This Section is intended to include all line staff and supervisors.

4.2.2 Proposers shall include a statement that they understand and will comply with the Wisconsin Department of Corrections' requirement that no person in the employment of 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.

4.2.3 Please include a description of the staffing pattern employed in your facilities. Failure to follow this staffing pattern may result in liquidated damages as outlined in the attachments.

##### **4.3 Proposer references**

4.3.1 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.

4.3.2 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.

##### **4.4 Mandatory requirements**

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

4.4.1 Proposer must be able to provide a suitable facility(s) with the capacity to receive a minimum of 500 male and/or 100 female inmates within 60 days of an award. Provide a written description showing the interior and exterior and a video of the proposed facility(s)

(this does not need to be professionally produced). 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 out, medium, and general maximum. State how each classification will be housed, i.e., single cell, double cell, or dormitory.

4.4.2 The proposer will be responsible for the transportation of inmates, allowable property, and inmate files in groups of 10 or more inmates to the proposer's facility. The Proposer will be responsible for return transportation of inmates in groups of 10 or more. Individual transports, if required by the Department, will be paid by the Department and by a transport agent selected by the Department. Inmate property damaged during transport will be the responsibility of the proposer. The proposer will compensate the inmate for damaged property during transport, using the Wisconsin Depreciation Schedule.

4.4.3 Video Conferencing Capabilities are required.

Briefly describe any video conferencing capabilities at the facility(s) you are proposing and to what extent these capabilities may be used under this contract, i.e., does your policy allow inmates to visit with family members using this technology? Is the location utilized for video conferencing capable of meeting the confidentiality necessary for attorney and client conferences? Is the location suitable for other administrative and legal hearings?

The Proposer shall have video conferencing capabilities that meet the minimum standards listed below in order to minimize transportation costs for offender court proceedings, inmate related hearings, and teleconferencing as needed. It may also be used for visiting by families and attorneys.

If the Proposer does not currently have video conferencing capability, the Proposer shall agree to install such technology within sixty (60) days of the award of a contract. Such installation(s) shall be at the Proposer's expense, and meet the following minimum standards:

**Minimum Standards**

Capable of operating on a dial-up basis via ISDN/T-1-PRI or ISDN-BRI (on the AT&T Public Switched Network), transmitting at a data speed of at least 384 Kps and thirty (30) frames-per-second. V-Tel, PictureTel, Polycom, or equivalent should manufacture the equipment. This video communication must employ the following calling protocols:

- Video Algorithm – H.261
- Audio Algorithm – 16k G.728
- Communications Protocol – H.221

**4.5 Inmate phone service**

Wisconsin offenders housed in your facility shall be allowed to make outgoing telephone calls to their families, friends, government officials, courts, and people concerned with their welfare. If such calls are collect calls, the charges billed to the called party shall be no greater than those paid by called parties accepting intraLATA calls originating from facilities located in Wisconsin. For purposes of this RFP, these maximum charges are a call set up charge of \$3.00 and a per minute rate of \$.35. These charges shall be in effect for the initial term of this contract, subject to change with renewals or extensions of the initial contract.

## 5.0 TECHNICAL REQUIREMENTS

### OVERVIEW OF TECHNICAL REQUIREMENTS

Offenders assigned will be adult males and females with terms of incarceration for conviction of a felony.

The facility, in which the Department's offenders are housed, will be in compliance with all applicable federal and state of Wisconsin requirements and ACA standards. The facility shall also be able to provide the services outlined in this section of the RFP to the Department's offenders.

**INDEPENDENT CONTRACTOR:** Contractor is associated with the State 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 State, nor shall agents or employees of the State be considered agents or employees of the Contractor.

Proposers shall address each of the technical requirements. Provide evidence of your capability to satisfy each requirements. Describe your programs, policies and procedures in detail. Proposals will be scored on both the quality and quantity of available programming and other services. Respond to each requirement using the numbering system used in this RFP even if you have responded in some other section of this RFP.

#### 5.1 Work statement

5.1.1 The Contractor shall provide confinement, care, treatment and rehabilitation for male/female inmates, transferred by the WDOC to the Contractor. Inmates may be housed at the Contractor's correctional facilities as minimum, medium out, medium, and general maximum custody. (Note: This does not preclude inmates with a minimum custody rating to be housed in one of the Contractor's facilities.) The Contractor will be able to relocate a state inmate from one detention facility under contract with WDOC, to another under contract with WDOC, with prior approval by the Wisconsin Contract Administrator or designee. If an emergency requires an inmate to be moved without prior approval, the contract administrator or designee shall be notified immediately (within 1 hour). All costs associated with any inter-institutional transfers of a state inmate shall be paid by the proposer.

5.1.2 The Contractor shall perform the services set forth in this contract in accordance with federal, state and local laws, and ACA Standards in such a manner as to ensure equitable treatment of all inmates regardless of race, religion, color, or national origin.

#### 5.2 Training or employment

5.2.1 The Contractor shall have sufficient programming to allow every general population inmate to participate in programs of occupational training and industrial or other work in accordance with applicable ACA Standards. Proposals shall describe the nature and extent of the available work opportunities, as well as the current percentage of the general population currently enrolled at the location(s) proposed. Nothing contained herein shall be construed to permit or require any inmate to participate in any training, industrial, or other work program contrary to the laws of the WDOC or of the jurisdiction in which the facility is located. The

5.2.2 The Contractor shall have the right to dispose of all products produced by an inmate, shall retain all proceeds therefrom, and shall bear all costs of work programs.



5.2.3 In the case of handicraft or hobby craft programs, the inmate shall have the right to dispose of the products of his labor through sale on-site, mailed or transferred to visitors, and if sold, to retain the proceeds of any sale of his work in accordance with the rules of the contractor.

### **5.3 Discipline**

The Contractor shall be responsible for setting the standards of behavior and imposing discipline of inmates in accordance with federal, state, and local laws and the ACA Standards. The Contractor shall within 15 days of contract award, provide the WDOC with a copy of its standards of behavior, inmate rules and regulations, and standard operating procedures for administrative and disciplinary hearings.

### **5.4 Law library**

The Contractor shall provide WDOC inmates in each of Contractor's facilities the same access to court resources as inmates located in WDOC facilities.

### **5.5 Programs and inmate compensation**

The Contractor agrees to provide sufficient programs to allow every general population inmate to participate in meaningful educational, vocational, alcohol and other drug treatment (that meets a minimum standard of a Level 5 and Level 6 AODA program in Wisconsin) or work programs. The educational programs shall include but not be limited to Adult Basic Education (ABE) and General Equivalency Diploma (GED) or similar high school equivalency or literacy programs. The Contractor agrees to provide, at its own expense, compensation to inmates that is comparable to the WDOC compensation plan (per s. DOC 309.55, Wis. Adm. Code and DOC 309 I.M.P. #5, see attached).

The proposer's response to this solicitation should include, in addition to the description of the educational, vocational, and rehabilitative (AODA) programs, sufficient information to indicate the availability of these programs to Wisconsin inmates. Specify how many inmates can be accommodated in vocational, AODA, ABE, GED programs, etc. and how soon such accommodation can be accomplished.

### **5.6 Religious services**

The contractor shall provide physical space and program services, for the practice of all recognized faith groups, consistent with the WDOC (see attached DOC 309 IMP #6).

### **5.7 Leisure activities**

The Contractor shall provide recreational, library, and leisure skills activities in accordance with applicable ACA standards. Indoor activities must be out of cell.

### **5.8 Medical services**

The proposer shall provide a program of inmate medical, including mental health, and dental health care delivered by licensed health care staff overseen by a health care administrator whom, in conjunction with the appropriate care provider, shall have final responsibility for clinical decisions. The licensed staff shall include:

- physician - both primary care and psychiatrist
- registered nurse(s)
- dentist
- dental hygienist

-psychologist

This health care shall be delivered on-site, at least 16 hours per day Monday through Friday, and at least 8 hours per day on Saturday, Sunday, and legal holidays. Provision should be made for emergency services 24 hours a day, seven days per week, either on or off-site at a nearby emergency facility. There shall be on call registered nursing coverage during hours when there is no health care staff at the institution. The assigned nurse on call must be able to make nursing decisions based on assessment and evaluation of the offender's signs and symptoms as allowed by the State's Nurse Practice Act or equivalent.

At a minimum, the health care shall meet the essential standards for health care of inmates in correctional facilities as provided for in the National Commission on Correctional Health Care, 1997 standards.

Primary health care services shall include, but not necessarily be limited to, the following on-site services:

1. Primary care services, including sick call on a daily basis to general and lockdown populations;
2. Medical and surgical specialty clinics;
3. Emergency care;
4. Infirmary services;
5. Pharmacy services;
6. Special medical and dental diets;
7. Dental services;
8. Vision services;
9. Laboratory services;
10. Radiology services;
11. Physical medicine, physical therapy services, speech therapy, and occupational therapy;
12. Quality assurance/quality improvement/utilization review;
13. Mortality and peer review;
14. Infection control;
15. Staff development and training;
16. Treatment, management, and control of TB, HIV/AIDS, and other infectious diseases;
17. Mental health services; and
18. Medical and dental prostheses.

Proposer shall comply with the policies and procedures of the WDOC concerning provision of health care to inmates, as well as all applicable federal, state, and local laws and regulations on this subject.

#### Medical Records

Proposer shall implement a medical record system utilizing the state's medical record and chart forms. The proposer shall ensure the use of the Problem Oriented Medical Record (POMR) format, and shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under its care. Medical records will be considered confidential, per Wisconsin law. Proposer shall ensure specific compliance with Wisconsin laws and standards regarding confidentiality, informed consent, and access/disclosure. Procedures will be instituted for the receipt and filing of all outside consults, emergency room visits, and inpatient hospitalizations.

The following will be the policy and procedure for medical record review and release:

## RELEASE OF MEDICAL RECORDS

- Inmates can request release of medical records according to Wisconsin Statutes (see attached).
- Inmates will sign a confidential release of information form, DOC 1163 (Rev. 03/94) or subsequent approved revisions.
- Inmates do not need to sign a confidentiality release form for continuity of care between health care providers as directed by proposer health care staff, e.g., an inmate having an appointment with an outside medical specialist at the direction of the proposer health care staff. This does not apply to the inmate who wants to have medical information sent to the health care provider of his choice, such as his/her family physician.
- Inmates who review their medical record will do so in the presence of proposer health care staff.

The proposer shall comply with the Wisconsin statute regarding retention of health records. All medical records, including x-ray films, are the property of the state of Wisconsin. These records will accompany inmate movement among proposer(s) facilities and to and from the state of Wisconsin.

### Pharmaceuticals

There shall be pharmacy services which provide for prescription and appropriate over the counter (OTC) medications.

### Off-site Health Care

This shall be limited to emergency, specialty and tertiary care as directed by the facility's licensed health care provider.

### Outpatient Care

This shall be subject to a pre-authorization utilization review for necessity by a licensed health care provider who can legally direct alternate care options, except in the case of emergency health care services such as those provided at an emergency room. The proposer shall also provide on-site emergency treatment to officials of the state of Wisconsin who become ill or injured while on official business at the facility. Treatment is to consist of stabilization, referral, or call for emergency medical services/ambulance.

Facilities used for outpatient services shall be licensed practitioners, clinics, and care centers appropriate for the required care.

### Inpatient Health Care

The proposer may provide such care on-site if a licensed hospital is a part of the prison facility. If not, a licensed hospital(s) which provides for all inpatient medical/psychiatric services, as appropriate, shall be utilized. There shall be a program of pre-authorization for necessity for all but emergency inpatient admissions, which shall be conducted by a licensed health care provider who can legally direct alternate care.

### Administrative Reports

Proposer will provide reports to the Contract Administrator at least quarterly covering the actual provision of services to inmates. At a minimum, such reports shall show numerically the number of inmates actually seen for each of the following services: sick call; medical appointments broken down as to a) physician, b) registered nurse, c) nurse practitioner or physician assistant, d) dentist, and e) psychologist; number of off-site outpatient visits; number of off-site inpatient discharges; number of on-site emergencies treated; number of labs per inmate; and number of x-rays per inmate.

### Actuarial Information

Actuarial information should be collected with regard to medical services. A list of data to be collected is included at the end of this document.

### Payment for Health Services

**In developing a cost proposal, proposer should consider the following: Inmates needing regular, reoccurring off-site specialty referrals for medical concerns will not be sent to the proposer's facility(s).**

#### 1. On-site

The proposer shall be financially responsible for the cost of all health care, including staff, medications, supplies, services, equipment, and communications provided to or for inmates on-site, whether required by proposer staff or off-site consultants. The cost of adding additional pages, forms, and incorporation of outside medical consultant report to the medical record is included in costs paid by proposer.

##### a. Copayment

Proposer shall charge copayment for services received at the request of the inmate per Wisconsin Administrative Code, Chapter DOC 316, Medical, Dental, and Nursing Copayment Charge (see attached). The policy/procedures of the Division of Adult Institutions and Bureau of Health Services will be followed (see attached). Proposer will credit funds collected minus administrative costs to the Department of Corrections. The proposer shall specify what the administrative costs will be.

#### 2. Off-site Outpatient

The proposer will be responsible for payment direct to the billing facility for the costs of all such care, including medications, special treatments, supplies, and prostheses ordered by the outpatient provider for the health care of the inmate, which originates while the contract is in effect between proposer and WDOC.

#### 3. Off-site Inpatient Hospital

The proposer will be responsible for payment direct to the billing facility for the costs of all such care provided in the hospital or ordered to be provided after the inmate is returned to the institution. The proposer may claim reimbursement from the WDOC for the inpatient hospitalization in a licensed hospital, for the hospital charges only (not separate physician or other provider charges), at a rate of 60% reimbursement, for all charges that exceed \$60,000, including transplants, per inpatient hospital discharge for each single hospital stay which originates while the contract for services is in effect between the proposer and the Wisconsin Department of Corrections.

The WDOC experience with a similar provision with regard to risk sharing with its only tertiary care facility is that for a current population of 14,400, there were only four such incidents totaling \$59,401.58 before reimbursement for the twelve months 7/97 - 6/98.

- Transplant claims subject to reimbursement will only be allowed at the Medicaid rate of billing for the state where services are provided. Any inmates considered for transplant lists shall be cleared through the WDOC Medical Director in advance. WDOC reserves the right to return to Wisconsin any inmate who may need such care.

Claims may be submitted as received. The WDOC reserves the right to audit the billings for such charges for accuracy and medical necessity as part of the claim process. Proposer shall have the right to negotiate with the Contract Administrator to return inmates with high-cost medical problems.

The WDOC reserves the right to return to Wisconsin any inmate in order to meet their health care needs or to control the cost of care to such inmate.

The proposer shall show evidence of coverage for medical malpractice negligence claims from Wisconsin inmates up to \$2,000,000.00.

The Contractor shall take all necessary precautions to assure the safekeeping of the inmate while the inmate is absent from the Contractor's facility. The Contractor shall provide necessary custodial supervision.

#### **5.9 Food service**

The Contractor shall provide food services for all inmates in compliance with applicable ACA Standards. The Contractor shall prepare meals for inmates on regular diets so as to provide a minimum of 3200 calories per day consistent with RDA standards. The Contractor shall provide supplemental diets, as prescribed by physicians or dietitians, to inmates with HIV/AIDS, and inmates with other medical conditions requiring supplements to the regular diet. Food shall not be withheld for disciplinary reasons. Restricted or special diets, prescribed by recognized medical authority or religious authority (see attached Wisconsin DOC 309, IMP #6) will be provided as required.

#### **5.10 Sanitation**

The Contractor shall ensure that all inmates are living under healthy, sanitary conditions in accordance with all laws, regulations and ACA Standards.

#### **5.11 Delivery of inmate/property/files**

The Contractor will be responsible for the transportation of inmates in groups of 10 or more, their files, and their allowable property to the proposer's facility. The Contractor will also be responsible for return transportation of groups of 10 or more inmates, their files, and property. Individual transports, if required by the Department, will be paid by the Department and by a transport agent selected by the Department. The Contractor may charge and the WDOC will pay the per diem rate for the day of arrival, but not for the day of departure of an inmate at the Contractor's facility. Property damaged during transport will be the responsibility of the proposer. The proposer will compensate the inmate for property damaged during transport, using the Wisconsin Depreciation Schedule.

#### **5.12 Transfer of funds**

The Contractor shall establish and maintain a system to account for inmate general account (commissary) funds in accordance with WDOC Policies and ACA Standards. The Contractor shall credit to the inmate accounts all funds due the inmate either from the Contractor or WDOC.

Upon return of the inmate to the custody of WDOC, the Contractor shall transfer, within seven (7) calendar days, to WDOC, the balance remaining in the inmate's account. This shall include any monies owed to the inmate by the Contractor at the time of the transfer.

#### **5.13 Records and reports**

5.13.1 The Contractor shall prepare and maintain all necessary and pertinent records, including name, WDOC number, birth date, the date and the place in which the inmate was transferred to the Contractor, the date of inmate return to WDOC, and the inmate's medical/ psychiatric records, classification/housing status, and educational/vocational

activities during his stay in the Contractor's facility. When releasing an inmate to the custody of WDOC, the Contractor shall turn over all associated records of such inmate to WDOC at the time the inmate is returned to the custody of WDOC. The files will be in good condition and in compliance with DOC Administrative Directive 38.1, Case File Format (attached).

5.13.2 Within thirty (30) days following the transfer of an inmate to one of Contractor's facilities, the Contractor shall have available an admission summary and classification study report to the Contract Administrator outlining the inmate's custody level, housing assignment, medical/psychiatric, education, and vocational findings and indicating the institutional program which the Contractor recommends.

5.13.3 The Contractor shall provide quarterly reports to the Contract Administrator on all WDOC inmates confined in the Contractor's facilities. This report must include, but is not limited to, the following:

A summary of inmate custody status, grievances filed/processed, disciplinary actions, urinalysis results, vocational/academic activities, inmate treatment involvement, etc. The number of PRC's completed during the quarter is also required to be reported. In addition, the report shall contain information regarding overall institution climate, and any serious and unusual incidents, as defined in WI Administrative Directive No. 1.9 (see attached), during the quarter. NOTE: Any serious and unusual incident must be verbally reported immediately.

The report shall be submitted by the Contractor no later than the tenth (10) day after the quarter ends to the WDOC Contract Administrator.

#### **5.14 Mutual aid agreements**

The contractor shall develop and implement mutual aid agreements with local law enforcement agencies, the Fire Department, Ambulance/Rescue Services, State Police, National Guard and other entities as deemed appropriate to assist in emergency response efforts.

#### **5.15 Visitation rights**

The Contractor shall provide a visitation program for inmates (visiting program) consistent with ACA Standards. Additionally, accommodations shall be made to provide video visitation to accommodate families and friends unable to visit on-site because of financial travel limitations, as well as for administrative and legal purposes. The logistics shall be coordinated with WDOC Contract Administrator/Designee.

#### **5.16 Right of inspection**

The WDOC shall have the right to inspect, at any time, any correctional facility of the Contractor in which WDOC inmates are confined in order to determine if that institution maintains standards of care and discipline in accordance with the ACA Standards and that the inmates therein are treated equitably, regardless of race, religion, color or national origin.

#### **5.17 Start-up Period**

The contractor shall be allowed a start up period not to exceed 60 days from award of the contract.

## **5.18 Payment/invoices**

5.18.1 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.

5.18.2 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.

5.18.3 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.

5.18.4 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.

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

5.18.6 At any time before final payment and 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.

## **5.19 Indemnification, insurance, and defense of claims**

5.19.1 The Contractor shall defend, indemnify, and hold harmless the State, and its officers, employees and agents against any and all claims, suits, causes of action, damages, liability, and judicial, administrative or regulatory orders, awards and notices of violation, court, including all costs, expenses, and attorneys' fees incurred, as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees, relating to or arising out of this Contract.

5.19.2 The Contractor shall not waive, release, or otherwise forfeit or impair any possible claims, the State may have against any person or entity or any defense the State may have regarding claims related to or arising from or made in connection with the use, possession or operation of the Facility by Contractor without the consent of the State. The Contractor shall, at its own expense, preserve all such available defenses and cooperate with the State to make such defenses available to the maximum extent allowed by law.

5.19.3 In case any action, suit, notice of violation or proceeding is brought against the State by reason of any such claim, the Contractor, upon notice from the State, shall, at its own expense, defend against such action by counsel satisfactory to the State, unless such action, suit, notice of violation or proceeding is defended against by counsel for any carrier of liability insurance provided for herein.

## 5.20 Insurance

The Contractor shall continuously maintain and pay for such insurance as will protect the Contractor and will protect the Wisconsin Department of Corrections as a named insured and the State'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.

## 5.21 Types of insurance

5.21.1 The Contractor must provide evidence (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 State, 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 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, 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.

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

## 5.22 Insurance services

- a) 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 Department of any contemplated cancellation. The Department shall have the right, but not the obligation, to advance money to prevent the insurance herein from lapsing for nonpayment of premiums. If the Department advances such amount, then the Contractor shall be obligated to repay the Department the amount of any advances plus interest thereon at the legal maximum rate, and the Department shall be entitled to set off and deduct such amount from any amounts owed the Contractor pursuant to this Contract. No election by the Department 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.



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

**5.23 Notice of claims**

Within ten (10) working days after the Department receives a summons or other notice of claim, the Department 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.

**5.24 Confidentiality of information and inspection of records**

5.24.1 All information obtained by the Contractor relating to any inmate of the Department of Corrections shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation without prior consent of the Department of Corrections.

5.24.2 The Contractor shall keep proper and complete books, records, and accounts with respect to the operation of each of the contractor's facilities in which WDOC inmates are housed and shall permit the WDOC to inspect, make copies, and retain these records upon request by the WDOC. The contractor shall also video tape all use of force incidents, including cell extractions. Time may not permit the initial video taping in emergency situations, but shall begin as soon as possible. The Contractor shall provide copies of video tapes to the Department upon request.

5.24.3 The Contractor shall establish appropriate safeguards to protect the confidentiality of inmate records and minimize the possibility of their theft, loss, or destruction. Any and all records delivered by the Department to the Contractor or any employee or subcontractor of the Contractor are deemed confidential and privileged information.

**5.25 Classification and application**

5.25.1 The Department shall only send and the Contractor shall only be required to receive minimum, medium out, medium, and general maximum inmates in accordance with WDOC's classification system. If the proposer has statutory or other limitations on the classification or type of inmate, this will need to be addressed in their response to this RFP.

5.25.2 The WDOC shall submit a pre-transfer application list to the Contractor on each inmate proposed for confinement in the Contractor's facility. At least ten (10) days prior to the inmate's transfer, the contractor will have access to up-to-date information and the supporting documents (when applicable) relating to the inmate's personal and institutional information such as name, WDOC number, date of birth, case history, physical and clinical condition, judicial and administrative rulings, photographs and fingerprints. Upon the receipt of the transfer package, the Contractor shall have five (5) days to review the transfer package. If the Contractor objects to the transfer of an inmate(s) the Contractor shall notify WDOC of its objection and the Contractor and WDOC shall attempt to resolve the objection within ten (10) days from the receipt of the transfer package. If the objection is a classification issue, it shall be resolved in accordance with WDOC's classification system. In the event there is no mutual agreement between the Contractor and the

Contract Administrator/designee on the objection within the ten (10) day time frame. WDOC's Contract Administrator/designee decision regarding the objection shall govern.

**5.26 Laws and regulations**

The Contractor shall at all times perform its duties under this contract in accordance with all applicable federal, state, and local laws and regulations, including protection of the confidentiality of all applicant recipient records, papers, documents, tapes, or any other materials that have been or may hereafter be established which relate to this contract.

**5.27 Use of force**

5.27.1 The Contractor's employees shall be authorized to carry and use weapons only in accordance with federal laws and the laws and regulations in effect in the state in which the Contractor's facility is located.

5.27.2 The Contractor's employees shall be authorized to use non deadly force as the circumstances require and then only in accordance with federal laws and the laws and regulations in effect in the state in which the Contractor's facility is located.

5.27.3 The Contractor's employees shall use deadly force only in accordance with federal law and consistent with WDOC's Policy (see attached DOC 306, S.I.M.P. #22).

**5.28 Removal/transfer from institution**

In the event of the pre-approved removal or transfer of a WDOC inmate, the Contractor shall inform WDOC of the whereabouts of the inmate as soon as possible but no later than the end of the next business day of said removal or transfer via telephone followed by a written notification within three (3) working days of such removal.

**5.29 Official Hearings**

5.29.1 The Contractor shall provide adequate, confidential facilities for official hearings conducted by the Wisconsin Parole Board or other officials of the state of Wisconsin.

5.29.2 The Contractor shall conduct reclassification and housing hearings on each inmate on an as needed basis. Copies of the results of all hearings shall be provided to WDOC within thirty (30) days after each hearing is completed.

5.29.3 The Contractor shall provide adequate, confidential facilities for attorney/client visits and/or telephone conferences.

**5.30 Escape**

In the event of an escape the Contractor shall take all reasonable measures to recapture and prosecute inmates consistent with the laws of the state in which the Contractor's facility is located. The Contractor shall notify the Contract Administrator as set forth in Section 1.3 as soon as possible, but no more than two (2) hours upon the discovery of the escape of a WDOC inmate from the Contractor's facility. Documentation shall be forwarded to WDOC demonstrating the reasonableness and the extent of all efforts to recapture the inmate(s). All recapturing costs shall be the responsibility of the Contractor.

**5.31 Retaking of Inmates**

5.31.1 If an inmate must be returned to WDOC, the WDOC shall be responsible for transportation. At the request of the WDOC and with the approval of the Contractor, the

inmate may be transported by the Contractor at WDOC expense. The rate shall not exceed the prevailing mileage rate established by the WDOC contract for extradition services in place at the time of such transport.

5.31.2 The WDOC will retake any inmate, upon the written request of the Contractor, provided the WDOC concurs with the removal of the inmate from the Contractor's facility, within forty-five (45) days after receipt of the request to retake.

5.31.3 If an inmate's sentence is terminated for any reason, the WDOC shall notify the Contractor as soon as possible and shall take custody of the inmate at the Contractor's facility either by employee of the Department or by an agent of the Department acting under authority of contract.

### **5.32 Death of an inmate**

5.32.1 In the event of the death of a WDOC inmate, the Contractor shall notify the Department as soon as possible, but not later than two (2) hours of such event. The Contractor shall provide an official copy of the local state/county medical examiner/coroner's report and a complete set of fingerprints to the WDOC within five (5) calendar days. The Contractor shall provide, at the contractor's expense, any other information concerning the death of the inmate as requested by WDOC, including an autopsy report within the same period. The Contractor shall assist the Department in arranging transportation of the deceased to Wisconsin at the WDOC's expense. Logistics for the transfer of the body shall be coordinated between the Contractor and the WDOC and shall be approved by WDOC. The Contractor shall not release the body/property of the inmate to any authority other than WDOC, except as permitted by a written order from WDOC.

5.32.2 The Contractor shall submit a certified copy of the death certificate to WDOC, within fifteen (15) working days after the death of a WDOC inmate while housed in the Contractor's facility.

5.32.3 The provisions of this article shall govern only the responsibilities of the WDOC and the Contractor and shall not be construed to affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

### **5.33 Photographing and release of information**

The Department is in control of all records relating to inmates generated under the contract. The Contractor shall not release to the public any information, records or other data concerning inmates. The Contractor shall not release to the public personal histories or photographs of inmates or information concerning inmate's delivery, removal, intra-institutional transfer, retaking or release. The Contractor shall not permit reporters or photographers to interview or photograph inmates or release inmate-related documents to any entity without the prior permission of the Contract Administrator/designee.

### **5.34 Disclosure of information**

No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the WDOC officials unless written approval is obtained in advance from the WDOC.

### **5.35 Drug free facility**

The Contractor shall make a good faith effort to maintain a drug-free facility.

**5.36 Subcontracting**

No part of this contract or any services provided thereunder may be subcontracted without the written approval of the WDOC.

**5.37 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 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 the new Contractor.

**5.38 Assignment of contract payments**

The Contractor shall not assign any interest in the contract agreement 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.

**5.39 Drug and alcohol testing**

The Contractor shall provide for drug and alcohol testing of all inmates on a random basis, routine follow-up testing for those testing positive, routine testing for those for whom there are reasonable suspicions of drug use. At a minimum, 5% of the inmate population is to be tested each month. In accordance with section 5.13.3 of this RFP, reports of drug and alcohol testing shall be provided to the Contract Administrator/designee.

**5.40 Safety and emergency procedures**

The Contractor shall provide copies of their safety, emergency and evacuation procedures in accordance with this Contract including, but not limited to, contingency plans to assure operation of the facility in the event of an employee labor dispute, riot, fire, civil disaster, or power failure.

**5.41 Laundry**

Proposer will provide laundry services.

**5.42 Commissary**

Proposer will provide a commissary in accordance with ACA standards.

**5.43 Mail**

Proposer will provide delivery of mail to offenders and send out mail from offenders in compliance with ACA standards.

**5.44 Supplies**

Proposer will provide offenders with the following:  
Clothing—outerwear, underwear, socks and shoes.  
Hygiene—body soap, toothpaste, toothbrush.  
Linen—sheets, pillow, blanket, towel, washcloth.

Proposer will provide for periodic exchange of durable items and replacement for non-durable.

**5.45 Grievance procedure**

Proposer will establish a formal grievance procedure for offenders in accordance with ACA standards. Please provide a copy of your grievance procedure with response.

**5.46 Offender property**

Proposer shall manage offender property in accordance with Proposer's policy. Please provide a copy of Offender Property Policy with response.

**6.0 COST PROPOSAL**

**6.1 General instructions on preparing cost proposals**

The cost proposal should be submitted in a separate envelope with the written proposal. The proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost. Other proposals will receive a proportional number of points based on the relationship of proposed cost to the low cost:

$$\frac{\text{Lowest Cost}}{\text{Proposed Cost}} \times 45 \text{ (Total Possible Points)} = \text{Proposer's Points}$$

**6.2 Format for submitting cost proposals**

Proposer shall quote a per diem, per inmate price that shall include all costs which shall be associated with services as outlined in this RFP.

**6.3 Fixed price period**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for sixty (60) days starting on the due date for proposals.

**6.4 Payment requirements**

The Proposer shall submit monthly invoices which shall enumerate the number of inmates and the number of days billed for each. Inmates shall be grouped on the invoice by the number of days in the proposer's facility. For example:

150 inmates for 31 days at \$XX.XX	=	\$XXXXXX.XX
40 inmates for 20 days at \$XX.XX	=	\$XXXXXX.XX
Total		\$

# COST PROPOSAL FORM

INMATE HOUSING  
RFP# C-519

COMPANY \_\_\_\_\_

FACILITIES AND LOCATIONS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## YEAR ONE

Cost per day per inmate:

Male \$ \_\_\_\_\_

Female \$ \_\_\_\_\_

## YEAR TWO

Cost per day per inmate: \*

Male \$ \_\_\_\_\_

Female \$ \_\_\_\_\_

## YEAR THREE

Cost per day per inmate: \*

Male \$ \_\_\_\_\_

Female \$ \_\_\_\_\_

\* Subject to availability of space.

**STANDARD TERMS AND CONDITIONS  
(REQUEST FOR BIDS / PROPOSALS)**

- 1.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 **DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 **PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 **UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 **ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 **ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 **PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 **TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 **GUARANTEED-DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any

document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

"ineligible" contractor, termination of the contract, or withholding of payment.

- 15.0 **APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 **ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 **ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 **WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 **NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an

- 20.0 **PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 22.0 **WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 33.0.
- 23.0 **INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3 The state reserves the right to require higher or lower limits where warranted.
- 24.0 **CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 **PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation submission, review, and approval of procurement activities.



Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employes and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employe for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of

broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employes from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 YEAR 2000 CONTRACT LANGUAGE: Contractor warrants that: a) all goods, services and licenses sold or otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) contractor's internal systems, and those of contractor's vendors, are year 2000 compliant, such that contractor will be able to deliver such goods, services and licenses as required by this procurement.

## SUPPLEMENTAL STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS FOR SERVICES

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:
- 3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employe or who is retained as a consultant full-time by a State of Wisconsin agency from being retained as a consultant by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.225, Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employes, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employe, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

### AFFIDAVIT

THIS COMPLETED AFFIDAVIT MUST BE SUBMITTED WITH THE PROPOSAL.

PROPOSER PREFERENCE Please indicate below if claiming a proposer preference.

- Minority Business Preference (s. 16.75(3m), Wis. Stats.) - Must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 8th Floor, 123 W. Washington Ave., P.O. Box 7970, Madison, Wisconsin 53707-7970, (608) 267-9550.

### AMERICAN-MADE MATERIALS

The materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

- Yes       No       Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions, and specifications required by the state in this Request for Proposal and the terms of our proposal.

Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_  
Type or Print

Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Company Name \_\_\_\_\_ Telephone \_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # C-519 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreeing to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	_____
Authorized Representative	_____
	Signature
Authorized Representative	_____
	Type or Print
Date	_____

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**VENDOR INFORMATION**

1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_

FEIN \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

2. Name the person to contact for questions concerning this bid / proposal.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

5. CEO / President Name \_\_\_\_\_

**VENDOR REFERENCE**

**FOR VENDOR:**

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities

## Attachments

The following are supplemental attachments that may be useful when preparing a RFP:

Actuarial Data to be Collected

Liquidated Damages Calculation Formula

WI State Statute, Chapter 146.82, Confidentiality of patient health care records

Chapter DOC 316, Medical, Dental, and Nursing Copayment Charge

DOC 316 IMP #1; Inmate Co-Pay for Health Services

DOC, BHS Policy/Procedure 100:09; Inmate Copay for Health Services

DOC 309 I.M.P. #5; Inmate Compensation Plan

DOC 309 I.M.P. #6; Religious Practices and Beliefs

DOC 306 I.M.P. #22; Use of Force

DOC Administrative Directive # 1.9; Reporting Serious Incidents, Events of Special Interest,

Media Contacts , and Legislative Inquiries

DOC Administrative Directive # 38.1; Case File Format

Chapter DOC 302, Assessment and Evaluation, Security Classification and Sentence Computation