

REQUEST FOR PROPOSALS

ADDENDUM # 3

ISSUED: June 20, 2011

RFP NUMBER: CSP901412
INDEX NUMBER: DRC001

The State of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio Department of Rehabilitation and Correction is requesting proposals for a:

OPERATION, MANAGEMENT AND PURCHASE OF CORECTIONAL FACILITIES

Reason for Addendum. Change of language in Sections 6.4, Institution Reversion Plan. Delete 6.54, paragraph 3, and replace with new paragraphs 3 and 4.

PROPOSAL DUE DATE:

OPENING LOCATION: Department of Administrative Services
General Services Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1395

6.51.3 Requests for reports shall be responded to within a reasonable time.

6.52 OFFICE OF VICTIM SERVICES

The Contractor shall have one employee designated as the Victim Coordinator who shall be responsible for insuring victim services are provided in accordance with ODRC policies.

6.53 TRANSITION PLAN

The selected Contractor will be permitted access to the Institution for observation, training and planning purposes.

The selected Contractor shall select staff to be a part of a transition team. They will meet with staff from the ODRC and, if applicable, Management and Training Corporation (MTC), regarding, at a minimum, coordination of records turnover, property reconciliation, reconciliation of inmate funds, closing of accounting records, ensuring adequate staff coverage and personnel transition.

The selected Contractor will have the opportunity to review the training/personnel files of current ODRC employees and to interview them prior to the Service Commencement Date. The Contractor is required to give preference to ODRC staff in order to retain laid-off staff to meet the administrative, program, maintenance and security needs of the Institution.

6.54 INSTITUTION REVERSION PLAN

The Proposal shall describe the Contractor's plan for transferring O&M of the Institution to the ODRC or to another private operator upon termination of the O&M Contract. The plan shall include, but not be limited to, provisions for the transfer of employees, the inventorying, transfer and protection of all ODRC's and Contractor's property, the auditing and transfer of all inmate and Institution accounts, and the inventorying and transfer of all records.

If the O&M of the Institution is transferred to the ODRC or to another private operator, and the Institution has been sold to the contractor that is subject to the terminated O&M Contract then the ODRC or new private operator, as applicable, may enter into an agreement to purchase from that Contractor/Owner its equipment, supplies and furnishings as well as any consumables currently on-site. Regardless of ownership, the Contractor shall leave a minimum of seven days of food and supplies at the Institution beginning on the termination date of the O&M Contract.

*Before the Contractor, or the Contractor's successor in title, may resell or otherwise transfer the Institution and the real property on which it is situated, any surrounding land that is to be transferred under the Contract, or both the Institution and real property on which it is situated plus the surrounding land that is to be transferred under the Contract, the Contractor or successor first must offer the State the opportunity to repurchase the Institution, real property, and surrounding land that is to be resold or transferred. The repurchase opportunity described in this division must be offered to the State at least one hundred twenty days before the Contractor intends to resell or otherwise transfer the Institution, real property, or surrounding land that is to be resold or transferred. After being offered the repurchase opportunity, the State has the right to repurchase the Institution, real property, and surrounding land that is to be resold or otherwise transferred, pursuant to and in accordance with a negotiated contract.

*Upon the Contractor's default of any financial agreement for the purchase of the Institution and the real property on which it is situated, any surrounding land that is to be transferred under the Contract, or both the Institution and real property on which it is situated plus the surrounding land that is to be transferred under the Contract, upon the Contractor's default of any other term in said financial agreement, or upon the Contractor's financial insolvency or inability to meet its contractual obligations, the State has the right to repurchase the Institution and real property, the surrounding land, or both the Institution and real property and the surrounding land, pursuant to and in accordance with a negotiated contract.

6.55 DELEGATION

Pursuant to ORC Section 9.06, there are specific duties and responsibilities of the ODRC that are not delegable to the Contractor. The ODRC will have the responsibility for implementing these duties. These non-delegable duties include:

6.55.1 Developing or implementing procedures for calculating inmate release and parole eligibility dates and recommending the granting or denying of parole, although the Contractor may submit written reports that have been prepared in the ordinary course of business;

6.55.2 Developing or implementing procedures for calculating and awarding earned credits, approving the type of work inmates may perform and the wage or earned credits, if any, that may be awarded to inmates engaging in such work, and granting, denying, or revoking earned credits;

6.55.3 For inmates serving a term imposed for a felony offense committed prior to July 1, 1996, or for a misdemeanor offense, developing or implementing procedures for calculating and awarding good time, approving the good time, if any, that may be awarded to inmates engaging in work, and granting, denying, or revoking good time;

6.55.4 For inmates serving a term imposed for a felony offense committed on or after July 1, 1996, extending an inmate's term pursuant to the provisions of law governing bad time;

*Section 6.54, remove old 3rd paragraph and replace with new 3rd and 4th paragraphs.