



**Solicitation Information
November 3, 2016**

RFP# 7551107

TITLE: Pay for Success Contract for Re-Entry Services

Submission Deadline: December 21, 2016 at 02:00 PM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: YES

MANDATORY: NO, however attendance is strongly encouraged.

DATE: Thursday, November 17, 2016, 01:00 – 02:00 PM ET

LOCATION: Vendors can attend the pre-bid/proposal conference either in person or dial in on our conference line.

- 1. In Person:** Department of Administration, Conference Room B, One Capitol Hill, 2nd Floor, Providence, Rhode Island
- 2. Call-in Conference Line:** 877-939-3175 / Participant code: 45326128#

Questions concerning this solicitation must be received by the Division of Purchases at DOA.PurQuestions8@purchasing.ri.gov no later than **November 28, 2016 at 05:00 PM ET**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the **RFP# 7551107** on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

Meredith Skelly, Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

Proposals received without the entire completed Rhode Island Vendor Information Program ("RIVIP") generated Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

1.1. Overview

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Office of Management and Budget (“OMB”) and the Rhode Island Department of Corrections (“RIDOC”), is soliciting proposals from qualified firms to undertake a Pay for Success (“PFS”) initiative related to the design and development of a program focused on improving employment and recidivism outcomes for Rhode Island residents newly returning from prison or jail, in accordance with the terms of this Request for Proposals (“RFP) and the State’s General Conditions of Purchase which may be obtained at the Division of Purchases’ website at www.purchasing.ri.gov.

The contract period will begin upon issuance of a purchase order. The contract consists of a six-month ramp-up period, 3.5 years of full-scale service delivery, and a three year observation window.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

1.2. Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than one year following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent. The State can opt to extend this term at its discretion.
5. Costs and savings submitted will be considered in scoring. Bidders should anticipate that after a proposal is selected, a more in-depth analysis will be

conducted and proposed project pricing may differ from final negotiated contract terms.

6. Proposals misdirected to other state locations, or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division of Purchases' website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted to the State through this RFP that a vendor believes is trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the State may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (R. I. Gen. Laws § 28-5.1-1, *et seq.*) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and

authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at Raymond.Lambert@doa.ri.gov.

13. In accordance with R. I. Gen. Laws § 7-1.2-1, *et seq.*, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Department of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov
15. Per the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200, Subpart D, §200.331 relating to the new risk assessment process, the successful offeror will be required to submit to the Rhode Island Department of Corrections, if applicable as determined by the Rhode Island Department of Corrections, any material weakness findings against the vendor and/or subcontractor(s) with an approved corrective action plan(s), in order for a submission to be considered. An updated/current status report on the corrective action plan(s) must also accompany the submittal.
16. The successful offeror may be required to certify that it is in compliance with applicable civil rights laws and regulations, if applicable as determined by the Rhode Island Department of Administration. These laws and regulations relate to issues concerning Equal Employment Opportunity (EEO), Limited English Proficiency (LEP), and other anti-discrimination laws. The successful offeror may also be required to prepare an Equal Employment Opportunity Plan. A certification of assurances form will be provided to you upon notification of tentative award. Further information regarding these assurances can be found by visiting the U.S. Department of Justice, Office of Justice Programs, Civil Rights website at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>

SECTION 2. BACKGROUND AND PURPOSE

2.1. Background

Rhode Island is seeking partners to execute a Pay for Success (PFS) contract for services that improve employment and recidivism outcomes for formerly incarcerated individuals at a moderate- to high-risk of re-offending (hereafter “high-risk individuals”).

Each year more than 3,000 Rhode Islanders return to their communities after time spent in prison or jail. Most of these individuals are men who have served an average of 8 months (median of 3 months) in prison or jail.¹ Yet for the majority of these individuals, the end of a prison or jail sentence does not mean the end of their criminal justice involvement due to long probation sentences and high rates of recidivism.

While many states assign individuals to either prison sentences *or* terms of probation, Rhode Island often employs split sentencing, through which judges assign both prison *and* probation terms. An estimated 85-90% of offenders released from prison are directed to probation upon release, either to complete time on a pre-existing probation sentence or as part of their most recent conviction.^{2,3}

Due in part to split sentencing, Rhode Island has the third highest proportion of adults on probation in the nation; with 1 out of 22 men in the state on probation or parole. These trends are particularly prevalent in a few communities— in Central Falls, 1 out of 9 men age 25-29 is on probation or parole, and in Woonsocket and Providence 1 out of 8 men age 30-34 is similarly supervised. Because of the frequent use of split sentencing, probation officers in the state are responsible for average caseloads of 155 individuals.⁴

Unfortunately, because of strained supervision resources and the limited availability of evidence-based programming for ex-offenders, many released individuals find themselves caught in a cycle of incarceration. Of the 3,331 offenders released in the state in 2012, 54% of men and 40% of women were re-incarcerated within three years of release.⁵

Offenders classified as moderate, moderate-high, and high risk, demonstrated recidivism rates of 68.8%, 79.4%, and 72.2% respectively.⁶ On average, those who recidivated within 3 years of their initial release served an extra 13 months in prison or jail on top of their original time served.

¹ Most men exiting Rhode Island’s medium and maximum security facilities were sentenced to an average of 20 months. Actual served sentences, however, are often shorter due to a variety of good time credits.

² If an individual is incarcerated for a new offense before completing an existing probation sentence, they will be required to complete the remaining probation sentence upon release, in addition to any new probation time resulting from the most recent conviction. Offenders do not accrue good time that can shorten probation sentences.

³ DOC FY2015 Population Report. See *Sec. 2.3.3 Supporting Resources for Bidders* for more information.

⁴ See *Sec. 2.3.3 Supporting Resources for Bidders* for the estimated annual flow of moderate- and high-risk individuals to the State’s regional probation offices.

⁵ On average, 90% of the state’s inmates are men and 10% are women.

⁶ Risk based on the Level of Service Inventory-Revised (LSI-R) – the validated risk/need assessment tool RI uses to identify needs and predict risk of recidivism. Scores on the LSI-R can range from a low of 0 to a high of 54. Scores are used to classify individuals as low, low-moderate, moderate, medium-high, or high risk of recidivating.

The Rhode Island Office of Management and Budget (“OMB”) and Rhode Island Department of Corrections (“RIDOC”) seek to improve outcomes for recently released individuals, particularly those at the highest risk of recidivating.

2.2. Purpose

This procurement seeks interventions that will produce the following outcomes for high-risk individuals:

- **Improved Employment or Education Performance:** The ability to find and keep a job is one of the leading predictors of a person’s likelihood of recidivating. Released individuals, however, often lack the job skills necessary to succeed in the 21st century economy. In Rhode Island, 51% of released males, and 44% of females, have a high school diploma or GED; 38% of released males, and 19% of females, have less than a 12th grade education. Moreover, 51% of males and 63% of females were unemployed at the time they were incarcerated. Strong applicants will have a demonstrated ability to move formerly incarcerated individuals towards sustainable employment and/or higher education.
- **Decreased Recidivism to RIDOC:** RIDOC defines recidivism as having taken place when a person who completed a previous sentence in custody at RIDOC returns as a sentenced inmate. The most recent recidivism analysis shows that roughly 52% of all sentenced offenders released in 2012 recidivated within 3 years. In addition to the financial costs of keeping residents in jail and prison, re-incarceration does harm to Rhode Island through crimes resulting in repeated prison time and the removal of potentially productive residents from their families and communities. Strong applicants will have a demonstrated ability to decrease recidivism among program participants.
- **Decreased Probation/Parole Violations:** Successful compliance with probation or parole is a key intermediate indicator of an individual’s ability to achieve long-term gains. Of the state’s offenders released in 2012, at least 38% were identified as being re-admitted due to a probation violation.⁷ Recidivism rates for probation violators are on average 10% higher than those of the general offender population. Strong applicants will have a demonstrated ability to increase participants’ compliance with probation and parole terms.

While these are the primary outcomes of interest to the state, Bidder(s) are welcomed and encouraged to propose additional program outcomes against which the provider is willing to be evaluated. The state seeks an applicant and program model that in addition to achieving the desired outcomes, delivers cost savings for the state that are greater than or equal to the state’s expenditures on the program.

⁷ Probation violations can be due to a new offense committed while on probation or a technical violation of probation terms.

2.3. Pay for Success Contracting

To improve outcomes for high-risk individuals, the State intends to use Pay for Success (“PFS”) contracting to support the services sought through this procurement. Under a PFS contract, the government pays contract holders entirely or almost entirely based upon achievement of performance targets. Performance is rigorously measured by comparing the outcomes of individuals referred to the service provider to the outcomes of a comparison or control group that is not offered the services; ensuring that taxpayer funds are spent on proven, rather than promised, outcomes.

Independent monitoring and evaluation of outcomes is critical in PFS contracts. Rigorous evaluation systems, which determine if pre-agreed upon targets have been reached, can deepen the State’s understanding of which programs actually work, and findings can be used to improve services throughout Rhode Island. This learning enables the State to spend taxpayer funds more efficiently and scale evidence-based, innovative programs that have been proven to work in Rhode Island.

In PFS projects, performance targets and corresponding payments are linked to taxpayer savings. If the contract holder fails to achieve the minimum negotiated target(s), the government does not pay. If performance exceeds the minimum target(s), payments typically increase proportionately to success up to an agreed-upon maximum.

Given the length of time often required to accurately measure outcomes, success payments cannot be used to fund initial ramp-up costs and project operations. To ensure a timely execution of the intervention, the State is committed to funding reasonable initial ramp-up costs. Bidders, however, must find other ways to finance the remaining operations costs before state success payments are accessible. In one example, under Social Impact Bond⁸ arrangements, third-party funders support service providers by providing upfront capital in exchange for a share of the government payments that become available if performance targets are met.

Rhode Island is open to proposals that use Social Impact Bonds or other innovative financing mechanisms. In all cases, respondents must demonstrate their ability to fund proposed operations in advance of state success payments.

2.4. Possible Bidder Structures

Successful Bidders will be awarded the ability to operate the ramp-up period of the project as well as the right to negotiate a Pay for Success contract with the state. To execute the multi-phase project, Bidder(s) should have the ability to provide services to the identified target population, manage the project, and reliably fund operations in advance of receiving success payments.

⁸ Note: The term “Social Impact Bond,” which was coined in the UK, can be a misleading. The term refers to a private sector financing arrangement in which non-state entities commit up-front capital for projects. Social Impact Bonds do not involve a bond or typical debt instrument and thus do not require the government to issue debt.

It is permissible for a single entity to propose to take on all three responsibilities, for a lead organization to propose to fulfill one of the responsibilities and to obtain the additional capacity necessary to fulfill the other responsibilities through pre-specified consulting or subcontracting arrangements, or for a joint-entity of multiple partnering organizations to propose to take on all three responsibilities (with or without subcontracting arrangements). For example, possible Bidder structures include, but are not limited to:

- An independent service provider with project management and capital-raising capabilities,
- A service provider with project management capabilities that contracts with a consultant to support capital-raising,
- A financial intermediary with project management and capital-raising capabilities that contracts with one or more service providers, or
- A partnership between a service provider and a financial intermediary with capital-raising capabilities that together have project management capabilities. Bidder(s) should identify the primary applicant and should identify all and any partners and subcontractors necessary to fulfill required responsibilities.

If the proposed bidder structure involves multiple organizations, the lead organization or joint-entity is responsible for management of the subcontractor organization as well as their certifications, licensing, insurance, and all other applicable requirements as outlined by this solicitation.

2.5. State Reservation of Rights

The State makes no guarantee that a contract, or any obligation to purchase services, will result from this RFP. In addition, the State reserves the right to:

- Cease provision of services and cancel the full-scale launch if the ramp-up period reveals significant implementation challenges.
- Enter into one or more PFS contracts immediately and pursue additional initiatives depending on agency capacity, the availability of funding, and the quality of proposed projects (according to the criteria outlined in this RFP).
- Assign certain obligations under the contract entered into pursuant to this RFP to one or more state agencies or entities, as may be appropriate.
- Procure separately for other roles critical to executing a PFS project, including an independent evaluator.

2.6. Supporting Resources for Bidders

In order to facilitate ease of understanding and consistent use of data, RIDOC requests that Bidder(s) use the following data sources and facts for reference whenever possible. Other information should be clearly cited with, whenever possible, a URL referenced to allow for verification.

- In preparation for this project, RIDOC analyzed the annual flow of newly released moderate- to high-risk split-sentence offenders to the state's regional probation offices. See **Figure 1 in Appendix A** for findings. RIDOC analysis also revealed that the Pawtucket Probation Office, in particular, is ready to participate as an early partner in new initiatives

for ex-offenders. Proposals that will rely on support and referrals from Probation Offices are encouraged to target ramp-up period services to the Pawtucket Probation Office's catchment area. See *Sec. 3.2 Deliverables* for more information on the project ramp-up.

- RIDOC also analyzed a sampling of those released from prison or jail in RI between 2010 and 2012, regardless of their interaction with probation, and found that roughly 64% of the state's ex-offenders are at moderate- to high-risk of recidivating (45% moderate, 15% moderate-high, 4% high).
- *RIDOC Population Reports* are published each year and provide context for the numbers presented in this document. These reports and other agency data and statistical reports can be found here:
http://www.doc.ri.gov/administration/planning/statistics_reports.php
- The *Council of State Governments Justice Center* has provided technical assistance to help Rhode Island analyze and make policy recommendations on the state's criminal justice system. Their reports and findings are available here:
<https://csgjusticecenter.org/jr/ri/>
- *RI Results First* has published preliminary data estimating the marginal costs of crime and incarceration. When substantiating a program's claim to provide benefits that outweigh taxpayer investment, these numbers should prove helpful:
<http://omb.ri.gov/documents/performance/results-first/Results%20First%20Program%20Inventory%20September%2020152.pdf>
- The *Pew-MacArthur Results First Initiative* has compiled summaries and evaluations of programs intended to reduce adult recidivism, among other policy outcomes. A list of interventions that have been evaluated and their effectiveness scores can be found here:
<http://www.pewtrusts.org/en/multimedia/data-visualizations/2015/results-first-clearinghouse-database>
- The *Nonprofit Finance Fund* presents a range of resources for those interested in better understanding PFS: <http://www.payforsuccess.org/>

SECTION 3. SCOPE OF WORK

3.1. General Scope of Work

The State is procuring a Pay for Success project to provide comprehensive employment services to formerly incarcerated individuals. The goals of this project are to increase engagement in transitional jobs and permanent employment, and decrease recidivism for the target population.

3.2. Deliverables

Services for approximately 800 high-risk individuals over four years – 75 individuals during a six-month program ramp-up period, followed by services for approximately 200 individuals per year over a 3.5-year service delivery period. The six month ramp-up period allows stakeholders to test assumptions about the target population and troubleshoot unanticipated implementation challenges prior to launching the full project. The State intends to finalize PFS contract terms during the ramp-up period and implement the full-scale program immediately following the end of the ramp-up period to ensure continuity of service.

3.3. OMB Responsibilities

OMB will serve as contract administrator for the PFS project. It will work with the selected Contractor and relevant experts to determine the specific deliverables and outcomes of the project, as well as determine the appropriate costs and savings to the State under a PFS project. It will monitor progress toward attaining goals and serve as the State's lead for financial and data evaluation components of the PFS contract.

3.4. RIDOC Responsibilities

RIDOC will serve as the subject matter experts and program leads for the PFS project. RIDOC commits to active engagement in meetings, calls, work groups, and other administrative responsibilities during the life of this project. The State commits to pursuing necessary data sharing arrangements among RIDOC, OMB, the Contractor, and other relevant parties to support a rigorous, meaningful measurement and evaluation of program outcomes.

3.5. Contractor Responsibilities

Contractor will operate the ramp-up period of the project and negotiate a full-scale Pay for Success contract with the state. If negotiated, the Contractor will operate the full-scale project and must commit to active engagement in meetings, calls, work groups and other administrative responsibilities during the life of the project. Successful Bidders must also commit to providing required reporting and data for program evaluation and management.

3.6. Security Requirement

Employees of contractors who must gain entrance into correctional facilities will only be granted access after a criminal records check. RIDOC retains the right to refuse entrance to employees with felony convictions. Access to correctional facilities also requires adherence to the policies in ***Appendix C***.

SECTION 4. TECHNICAL PROPOSAL

Technical proposal responses consist of the two elements:

- **A cover letter** including the lead organization or joint-entity's name, taxpayer ID, primary contact person, address, phone, and email. The same information should be for any subcontracted organizations.
- **Responses to each item in Section 4.1, 4.2, 4.3, and 4.4** listed below. Response format should mirror the headings and numbering used in this document.

Note: Do not include any information regarding the costs or savings of the project in this section.

4.1 Staff and Organizational Qualifications

- 4.1.1 Provide brief background on the history, mission, core values and goals, and areas served of all organizations involved in the bid. If any organization(s) has gone through significant changes in leadership, size, mission, or practice in recent years, make note accordingly.
- 4.1.2 Briefly describe qualifications and experience of key staff from all involved organizations who will be involved in this project, including their experience with the target population and the PFS model. Attach key staff resumes as an appendix.
- 4.1.3 If more than one organization is involved in the response to this RFP, please describe the nature of the relationship, the division of work between organizations, and provide details on any partnership agreement(s). Bidder(s) should identify the lead organization and should identify all and any partners and subcontractors necessary to fulfill the required responsibilities outlined in *Sec. 2.4 Possible Bidder Structures*.
- 4.1.4 Describe Bidder(s)' organizational infrastructure as it relates to its capacity to provide services to the identified target population, managed the proposed multi-phase project, and reliably fund operations in advance of receiving success payments.
- 4.1.5 Describe the Bidder(s)' ability to meet the insurance requirement outlined in *Appendix B*.

4.2 Capability, Capacity, and Qualifications of the Bidder

- 4.2.1 Explain any modifications to current or ongoing processes that may be necessary object to succeed at any level (Bidder(s), RIDOC, state, etc.).
- 4.2.2 Identify any organizations not included in the bid that will have a significant role in the delivery of services and will receive funds from the PFS initiative, including but not limited to subcontractors or consultants. Alternatively, the Bidder can

describe these roles if he/she anticipates contracting for these services but has not yet done so.

- 4.2.3 Describe Bidder(s)' prior experience with performance-based service delivery and with the collecting, tracking, and reporting of data to measure performance and impact.
- 4.2.4 Describe Bidder(s)' capacity to provide regular and on-demand reports to the State on service provision, outcomes, overall project management, or other project-related topics as requested.
- 4.2.5 Describe Bidder(s)' prior experience in collaborating with public and/or private entities for service delivery, as well as with funding entities, highlighting specific prior involvement with the State and/or other programs of comparable size and complexity.
- 4.2.6 Describe Bidder(s)' plan to fund proposed operations in advance of state success payments. Provide evidence that the proposed plan is likely to succeed in raising the requisite financing, such as non-binding letters of reference/support from potential funders.

4.3 Quality of the Work Plan

- 4.3.1 Provide a detailed operating model that shows how the program delivery model will operate, including referral points and any risk-assessments or triage points.
- 4.3.2 Describe the ability and feasibility of the intervention(s) to serve the target population size described in *Section 3.2: Deliverables*, including any concerns or barriers about reaching this threshold.
- 4.3.3 Describe any required linkages the treatment population and project will need to make to current community and state programs or entities (such as employers and probation offices) during the service period, including whether those linkages are pre-existing or would form as a result of this intervention. If required linkages do not yet exist, describe how and when Bidder(s) will create necessary linkages. Bidders are encouraged to include commitment letters from planned partners, especially employers. Bidders are also encouraged to identify current resource constraints of planned partners (such as probation offices) and strategies for working within or overcoming such constraints.
- 4.3.4 Describe if/how Bidder(s) will coordinate with existing state and community employment services/programs, such as Real Jobs Rhode Island (<http://www.dlt.ri.gov/realjobs/>).
- 4.3.5 Demonstrate ability and flexibility to adapt or refine an intervention to meet outcome targets while maintaining fidelity to a program model. Describe specific

prior experiences with the target population and/or service models where possible.

- 4.3.6 Identify any questions or concerns related to the state's program goals set forth in this RFP, and/or obstacles to achieving such goals.

4.4 Suitability of Approach/Methodology

- 4.4.1 Describe the program delivery model, including how participants would be recruited, screened, and enrolled; which services would be delivered; where the services would be delivered, and by whom. Include the number, referral sources and locations of clients the respondent intends to serve at different points in time, including during the ramp-up.
- 4.4.2 Describe the evidence base underlying the recommended program model as well as any proof of concept for the proposed programming. Provide a reference if citing publicly available material. If information cited is not publicly available, please attach relevant material to the proposal. If possible, please note whether the program has been evaluated in the Pew-MacArthur Results First Initiative Clearinghouse Database (<http://www.pewtrusts.org/en/multimedia/data-visualizations/2015/results-first-clearinghouse-database>) and include its effectiveness rating. Proposals that include services during custody and/or community supervision will be considered.
- 4.4.3 Provide a clear and specific process for determining the type, level and duration of assistance for each program participant. Describe any triage tool and/or risk-stratification approaches to support these determinations.
- 4.4.4 Describe your understanding of the developmental, support, and service needs of the project's target population that will need to be addressed in order to achieve sustainable positive program outcomes.
- 4.4.5 Describe any program-specific screening criteria that might disqualify high-risk former offenders from receiving services (for example, gender or offense history).
- 4.4.6 Identify the specific expected outcomes for those receiving services. Define specific, measurable performance metrics against which the proposed services will be evaluated, propose realistically ambitious targets, and describe the data sources from which these metrics can be sourced.

SECTION 5. COST AND BENEFIT PROPOSAL

Address each of the required elements below. Provide the pro forma budget in the Microsoft Excel platform and the budget narrative in the Microsoft Word platform.

5.1 Pro Forma Budget & Narrative

Respondents should submit a 7-year pro forma budget that identifies anticipated operating costs for the Bidder(s)' proposal, as well as the savings that the Bidder estimates will accrue to the State. The budget narrative should explain the basis and rationale of the pro forma budget. It should describe how the figures presented are derived and cite all external references.

In constructing these documents, assume the target population and service delivery timeline described in *Sec. 3.2 Deliverables*, followed by a 3-year outcome observation and measurement period for each served individual.

Break down the source and estimated amount of program costs, including the cost of service delivery, program management, evaluation and validation, and investor returns for the entire length of the project. Overhead costs, including legal fees and management oversight, should be reasonable with respect to overall project size. When possible, break down costs by source and year incurred.

Also outline the source and estimated amount of savings accruing to the public sector, such as reduced prison costs, increased tax revenue, etc. If including social benefits, such as decreased victimization costs, please monetize when possible. Break down savings by source, level of government to which they accrue, and year achieved. Utilize data from *RI Results First* (see *Sec. 2.6. Supporting Resources for Bidders*) to estimate savings.

If the savings estimates included in the pro forma budget deviate from the savings assumptions provided in the Cost and Benefit Worksheet, please identify differences and provide justifications for the savings estimates included in the pro forma budget.

5.2 Cost and Benefit Worksheet

Respondents should also complete the attached Microsoft Excel document titled, "Cost and Benefit Worksheet". This is a three (3) tabbed Microsoft Excel workbook, with the following tabs: Instructions, Worksheet and Results. Input fields, highlighted in yellow, should be completed with figures that match those outlined and justified in the pro forma budget and budget narrative. The worksheet contains hardcoded assumptions used to translate inputs into overall project cost-savings estimates. Assumptions made in constructing this worksheet are identified on the document itself. The worksheet's assumptions hold for scoring analysis only, Bidders should anticipate that after a proposal is selected, a more in-depth analysis of costs and benefits will be conducted and final project terms may differ from initial proposals.

SECTION 6. EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies.

To advance to the Cost and Benefit Evaluation phase, the Technical Proposal must receive a minimum of 55 (78.6%) out of a maximum of 70 technical points. Any technical proposals scoring less than 55 points will not have the cost and benefit component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 55 technical points or higher will be evaluated for cost and benefits and assigned up to a maximum of 30 points in cost and benefit category, bringing the potential maximum score to 100 points.

The State reserves the right to select the individual(s) or firm (vendor) that it deems to be in the State's best interest to accomplish the project as specified herein; and conversely, reserves the right to cancel the solicitation in its entirety.

Proposals will be reviewed and scored based upon the following criteria:

| Criteria | Possible Points |
|--|-------------------|
| Technical Proposal | |
| Staff and Organizational Qualifications | 10 points |
| Capability, Capacity, and Qualifications of the Bidder | 20 points |
| Quality of the Work Plan | 20 points |
| Suitability of Approach/Methodology | 20 points |
| Total Possible Technical Points | 70 points |
| Cost and Benefit Proposal | |
| Pro Forma Budget & Narrative | 15 points |
| Cost and Benefit Worksheet | 15 points |
| Total Possible Cost and Benefit Points | 30 points |
| Total Possible Points | 100 points |

Cost and Benefit Proposals are scored for up to a total of 30 points between the Pro Forma Budget & Narrative and the Cost & Benefit Worksheet. The Pro Forma Budget & Narrative is evaluated and scored for up to fifteen (15) available points.

The Cost and Benefit Worksheet is evaluated and scored for up to fifteen (15) available points based on the Net Benefit provided (Table 4, Cell EE2). The proposal with the highest net benefit will such receive one-hundred percent (100%) of the available fifteen (15) points. Proposals that provide a negative net benefit will receive zero (0) of the available fifteen 15 points. All other proposals will be awarded points based upon the following formula:

$$(\text{Bidder's Net Benefit} / \text{Highest Net Benefit Offered}) * \text{Available Points.}$$

For example: Bidders A, B, and C provide a Net Benefit of \$750,000, \$600,000, and \$500,000, respectively. Bidders A, B, and C are the only bidders. The Cost and Benefit Worksheet points for each of the Bidders is calculated as follows:

$$\begin{aligned} \text{Bidder A: } & \mathbf{15} \\ \text{Bidder B: } & (\$600,000/\$750,000) * 15 = \mathbf{12} \\ \text{Bidder C: } & (\$500,000/\$750,000) * 15 = \mathbf{10} \end{aligned}$$

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

SECTION 7. QUESTIONS AND PROPOSAL SUBMISSION

Questions concerning this solicitation must be e-mailed to the Division of Purchases at DOA.PurQuestions8@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. **No other contact with State parties is permitted.** Please reference **RFP # 7551107** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

Interested offerors must submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases shall not be accepted.

Responses should be mailed or hand-delivered in a sealed envelope marked “RFP# 7551107” to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 8. PROPOSAL CONTENTS

Proposals shall include the following:

- 8.1. One completed and signed RIVIP generated **Bidder Certification Cover Form** (included in the original copy only) downloaded from the RI Division of website at www.purchasing.ri.gov. Do not include any copies in the Technical or Cost and Benefit proposals.
- 8.2. One completed and signed **Rhode Island W-9** (included in the original copy only) downloaded from the RI Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf> . Do not include any copies in the Technical or Cost and Benefit proposals.
- 8.3. **A separate Technical Proposal** - addressing each of the elements identified in *Section 4: Technical Proposal* of this solicitation. The Technical Proposal is limited to twenty (20) six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed Paper copy, marked “Technical Proposal -Original” and signed.
 - c. Five (5) printed Paper copies
- 8.4. **A separate, signed and sealed Cost and Benefit Proposal** - A separate, signed and sealed Cost and Benefit Proposal addressing each of the elements identified in *Section 5: Cost and Benefit Proposal* of this solicitation. The ‘Pro Forma Budget & Narrative’ shall be written and is limited to twenty (20). The ‘Cost and Benefit Worksheet’ shall be completed in the provided Microsoft Excel workbook, using the format as provided without any alterations.

- a. One (1) Electronic copy on a CD-R, marked “Cost and Benefit Proposal -Original”.
- b. One (1) printed Paper copy, marked “Cost and Benefit Proposal - Original” and signed.
- c. Five (5) printed Paper copies

Formatting of Proposal Response Contents shall consist of the following:

- 8.5. **Formatting of CD-Rs** – Separate CD-Rs are required for the Technical Proposal and Cost and Benefit Proposal. All CD-Rs submitted must be labeled with:
- a. Vendor’s name
 - b. RFP #
 - c. RFP Title
 - d. Proposal Type (e.g., Technical Proposal or Cost and Benefit Proposal)
 - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the State’s inability to read your CD-Rs may be grounds for rejection of a Vendor’s proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the State may consider it “non-responsive”. USB Drives or any other electronic media will not be accepted. Please note that CD-Rs submitted, shall not be returned.

- 8.6. **Formatting of written documents and printed copies:**
- a. For clarity, the Technical Proposal and the Cost and Benefit Proposal’s ‘Pro Forma Budget & Narrative’ shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12 point Calibri or 12 point Times New Roman.
 - b. All pages on the Technical Proposal and the Cost and Benefit Proposal’s ‘Pro Forma Budget & Narrative’ are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
 - c. The Cost and Benefit Proposal’s ‘Cost and Benefit Worksheet’ shall be completed using the provided Microsoft Excel workbook. Use the format as provided without any alterations. Alterations to any of the formatting and/or formulation of the workbook may be grounds for disqualification.
 - d. All printed original and copies of the required proposal documents should be printed double sided.

- e. All printed original and copies Printed copies are to be only bound with removable binder clips. No binders or other binding options.

SECTION 9. CONCLUDING STATEMENT

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

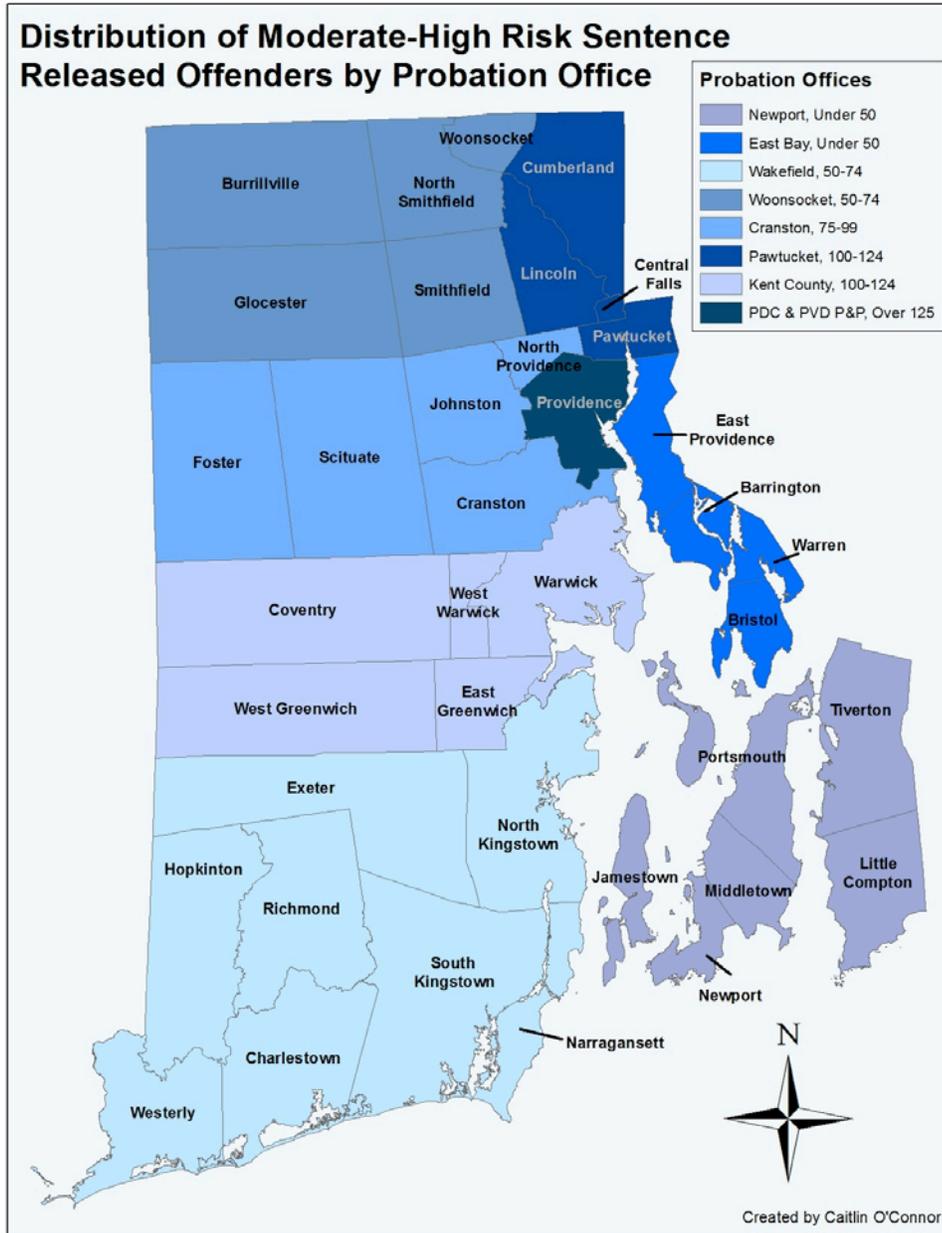
Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

If a Vendor is selected for an award, no work is to commence until a Purchase Order is issued.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

Figure 1^{9,10}



⁹ Annual numbers, current as of 2012. Population estimates represent only the proportion of offenders whose probation offices were identifiable within 30 days of releases, thus representing a potentially conservative estimate of the total population. Bidder(s) who will use probation offices or referrals to identify potential project participants are strongly encouraged to use these annual flow estimates in their Technical Proposal (see *Section 4*).

¹⁰ In addition to above flow counts, an estimated 100-124 moderate- to high-risk offenders were released to parole across the state in 2012.

APPENDIX B. INSURANCE REQUIREMENTS

All Contractors, and Contractors shall require all subcontractors, to procure at their own cost and expense and maintain in full force and effect during the entire term of the contract until all of their obligations have been discharged, including any warranty periods or extended reporting periods, against any claims, damages or causes of action (including costs and attorneys' fees) that may arise from or in connection with, in whole or part, the performance of the contract and the results of the performance of the contract by the Contractor, its agents, representatives, officers, employees, subcontractors or any other entity or person for which the Contractor is legally responsible, the following insurance coverages:

Commercial General Liability. \$1,000,000 combined single limit per occurrence and aggregate covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability. This insurance shall be in policy or policies of insurance written on an occurrence basis.

Automobile Liability. \$1,000,000 combined single limit per occurrence for bodily injury and property damage for all automobiles used in conjunction with the performance of this Contract covering all owned, non-owned, or hired vehicles. If a Contractor does not own an automobile, but one is used in the performance of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of a Contract, then automobile coverage is not required.

Workers' Compensation and Employers' Liability. Statutory coverage as required by the compensation laws of the State of Rhode Island or any applicable state law in which any work related to the contract is performed and Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee. A Contractor neither eligible for, nor entitled to, Worker's Compensation who is an independent contractor under Rhode Island law must comply with the statutory procedure precluding an independent contractor from bringing a workers' compensation claim against the Insured Parties.

Technology Errors and Omissions Coverage. Technology Errors and Omissions Insurance covering any damages caused by an error, omission, negligence or any wrongful acts of Contractor, its subcontractors, agents, officers or employees under the contract. Coverage to include: product failure; security failure; professional liability including, but not limited to, intellectual property infringement; and, personal injury if limited or uninsured under commercial general liability insurance. Coverage to be maintained for the term of the contract and for a period of three years after the contract has ended. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.

The State of Rhode Island, its departments, agencies, officers, employees, agents, volunteers, and any party authorized by R.I. Gen. Laws § 37-2-1, et seq. and the Purchasing Regulations to participate in a procurement, and any other party directed by the State (together the "Insured

Parties”) and Contractor shall submit a copy of a policy endorsement or blanket endorsement evidencing the Insured Parties as an additional insured to the Contractor’s Liability policies. This requirement shall not apply to Workers’ Compensation and Employers’ Liability. Any deductible, self-insured retention, or form of self-insurance amount under the policies shall be the sole responsibility of the Contractor and shall be disclosed to and acceptable to State.

This insurance shall be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophic form and must be placed with insurers authorized to do business in Rhode Island, rated “A-,” class VII or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. A lesser rating must be approved by the State. The insurance required through this Section, through a policy or endorsement, shall include:

- A Waiver of Subrogation waiving any right to recovery the insurance company may have against the Insured Parties;
- A provision that Contractor’s insurance coverage shall be primary as respects any insurance, self-insurance or self-retention maintained by the Insured Parties and that any insurance, self-insurance or self-retention maintained by the State or any additional insureds shall be in excess of the Contractor’s insurance and shall not contribute with it;
- Cross-liability/severability of interests for all policies and endorsements;
- The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy; and,
- The legal defense provided to the Insured Parties under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the Insured Parties is necessary.

There shall be no cancellation, material change, or potential exhaustion of aggregate limits without thirty (30) days prior written notice by registered or certified mail from the Contractor or its insurer(s) to the Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908.

As evidence of the insurance required by this Section, the Contractor shall furnish Certificates of Insurance and required additional insured endorsements to the Department of Administration, Division of Purchases before Notice of Contract Award by the Division of Purchases. Failure to comply with this provision may result in rejection of the bid offer. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.

Certificates of Insurance and additional insured endorsements shall be in form and coverage acceptable to the State. All Certificates of Insurance and to the extent possible for endorsements shall reference the State procurement number. State retains the right to demand a certified copy of any required insurance policy, Certificate of Insurance or endorsement.

The Contractor shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by or otherwise in the care, custody or control of Contractor. A waiver of subrogation shall apply in favor of the Insured Parties.

The Insured Parties shall be indemnified and held harmless to the full extent of coverage actually secured by the Contractor in excess of the minimums set forth herein and the duty to indemnify the Insured Parties shall not be limited by the insurance required in this Section.

The Contractor shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the solicitation that differ from this Section.

Failure to comply with this Section is a material breach of contract entitling the State to terminate or suspend the contract immediately.

This Section shall survive expiration or termination of the contract.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

APPENDIX C. CORRECTIONAL FACILITIES POLICIES

The attached RIDOC Policy and Procedures will be required to be adhered to by the awarded vendor and any of their applicable affiliate parties:

- a. RIDOC Policy and Procedure number 9.18-6
- b. RIDOC Policy and Procedure number 9.40-4

RIDOC and the State reserve the right to enforce any additional security policies or revise the policies listed above in order to preserve public and inmate safety. The awarded vendor will be provided with written notice of any changes to security policies.

RHODE ISLAND DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE

| | | | |
|--|-------------------------------------|--|--------------------|
|  | POLICY NUMBER: 9.18-6 DOC | EFFECTIVE DATE: 02/23/15 | PAGE 1 OF 5 |
| | SUPERCEDES: 9.18-5 DOC | DIRECTOR: Please use BLUE ink.  | |
| SECTION: SECURITY AND CONTROL | | SUBJECT: INTRODUCTION OF UNAUTHORIZED ITEMS INTO THE ADULT CORRECTIONAL INSTITUTIONS | |
| AUTHORITY: Rhode Island General Laws (RIGL) § 42-56-10 (22), Powers of the director | | | |
| REFERENCES: ACA standards 4-4192, Control of contraband; 4-4503, Visitor registration; RIDOC policy #'s 3.10 DOC, Drug Free Workplace: Substance Abuse; 3.14-2 DOC, Code of Ethics and Conduct; 7.01-1 DOC, Accountability And Procedures for the Utilization of Community Agencies, Volunteers, Interns, and/or Employees of Outside Public or Private Organizations; 13.02-4 DOC, Access to Institutional Facilities by Attorneys and Their Agents; Rhode Island General Laws (RIGL) § 11-25-8, Conveyance to prisoner instruments for escape; § 11-25-14, Conveyance of unauthorized articles to or from institutions; § 11-25-10, Conveyance of intoxicants to prisoner | | | |
| INMATE / PUBLIC ACCESS? | | <input checked="" type="checkbox"/> YES | |
| AVAILABLE IN SPANISH? | | <input checked="" type="checkbox"/> NO | |

I. PURPOSE:

To provide guidance for all administrators, supervisors, and staff of the Rhode Island Department of Corrections (RIDOC) concerning the introduction of unauthorized items into Adult Correctional Institutions' (ACI's) facilities by employees, volunteers, visitors and/or vendors, contractors, contract employees, program providers and/or any other individual/entity. Individuals found bringing unauthorized and/or illegal items into ACI facilities are subject to disciplinary action and/or prosecution under applicable laws.

II. **POLICY:**

Unauthorized items shall not be brought beyond the Main Control Center or secure perimeter of any ACI facility.

III. **PROCEDURES:**

- A. In the context of this policy, ACI facilities include all custody facilities.
- B. Unauthorized items are generally defined as those items that are determined to present a risk to the security of a facility, or to the safety of staff or inmates, and therefore are not approved by the manager of each facility for introduction into that facility. Items listed below are not allowed beyond the Main Control Center without the express consent of the Warden or Deputy Warden.

The following are examples of unauthorized items. However, this list may not be all inclusive:

1. Radios
2. Television sets
3. Cellular telephones, smartphones (including but not limited to Blackberry, Android, and iPhones), watch phones with wireless capabilities and any other device that facilitates wireless communication (i.e., Bluetooth headsets).
 - a. RIDOC Inspectors, Investigators (SIU) and/or members of the Rhode Island State Police (RISP) who enter a facility with a state-issued cellular telephone are exempt from this prohibition.
 - b. During a Level II or Level III incident RIDOC responders may obtain permission to bring cellular telephones and wireless devices into an affected facility. This permission can only be granted by the Warden of the affected facility or on-site Incident Commander.
 - c. If a cellular telephone/wireless device is brought into a facility pursuant to III. B. 3. a. or if permission is granted pursuant to III. B. 3. b., a Main Control Center Officer must visually inspect the telephone/device, record the identity of the person with the telephone/device, the telephone number, and the time in and out. In the event that a telephone/device is reported missing within a

facility, the Logistics Chief or the Shift Commander is to be contacted immediately (actual contact, not a voice message) so the telecommunications carrier can be contacted and the telephone/device service can be remotely shut down.

4. Portable multimedia devices capable of playing or recording any audio or video format, and capable of storing and playing digital media such as audio, video, images, documents, etc.
 - a. This includes but is not limited to laptops and tablet devices such as iPads or other brands, music devices such as iPods or other brands, and e-Books readers such as Kindles or other brands and tape/video recorders.
 - b. There shall be an exception for any RIDOC staff member using a state-owned laptop, and program providers or contractors using their own laptops to perform authorized duties or work. Only the Assistant Director for Institutions and Operations may grant this exception.
 - c. There shall be an exception for any RIDOC staff member using a state-owned tape/video recorder, and program providers or contractors using their own tape/video recorder to perform authorized duties or work. The Warden may grant this exception.

NOTE: It shall be the responsibility of the unit manager, contract/program manager or RIDOC point of contact to obtain the exception and notify the facility manager in writing, i.e., e-mail detailing the granted exception.

- d. Some items listed above may be authorized items for attorneys and their agents and are covered in 13.02-4 DOC, Access to Institutional Facilities by Attorneys and their Agents, or a successive policy.
5. Cameras/camera phones
6. Data storage devices that have not been authorized by RIDOC Management Information Systems (MIS) – this includes but is not limited to USB flash memory storage devices and external hard drives.

NOTE: Authorized devices may be obtained or approved for purchase from RIDOC MIS.

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7. Reading material which is not job-related and has not been approved by the Deputy Warden.
 8. Weapons of any kind, including pen knives.
 9. Drugs, prescription or non-prescription, unless they are for personal use by an individual covered by this policy.
 10. Illegal drugs and paraphernalia associated with illegal drugs
 11. Alcoholic beverages
 12. Tobacco products, including E-cigarettes and their components,
 13. Matches, butane or other gas operated lighters, torches and flammable aerosols (e.g., hair spray)
 14. Tape, rope or string of any kind (including dental floss)
 15. Playing cards and games (including computer games)
 16. Tools (other than Maintenance or state-owned)
 17. Personal security equipment (including, but not limited to, handcuffs and/or cuff keys and canisters which dispense Oleoresin Capsicum (OC) and/or chemical agents)
 18. Civilian clothing in secure areas (limited to locker room)
 19. Global Positioning System devices - or any other device which provides information on an exact location or which tracks the movement of a vehicle or person (including, but not limited to, Garmin Nuvi or TomTom brand devices)
 20. Any other battery operated or electronic devices.

C. Prescription Medication

1. The presence or consumption of controlled substances is prohibited unless they are being taken pursuant to a valid medical prescription and the side effects of the medication will not prevent an individual from performing any job function.

2. Employees, volunteers, and/or vendors, contractors, contract employees, and program providers and/or other staff members who work in a secure area or in proximity to the inmate population and has in his/her possession any prescription medication must take steps to assure that these substances are stored in such a way that they are not accessible to the inmate population. Officers working a weapons post may not be in the possession of a weapon while under the influence of any medication that impairs judgment.
 3. The Rhode Island Medical Marijuana Act at RIGL § 21-28.6-7 specifically prohibits :
 - (a) "any person to undertake any task under the influence of marijuana, when doing so would constitute negligence or professional malpractice."
 - (b) the smoking of marijuana "in a correctional facility; or public place."
 4. Staff members, who require prescription medication to be in their possession, are to store said medication in its original container and limit the quantity to a 2-day supply.
 5. In the event a staff member is held over in excess of two (2) days, s/he must inform the Shift Commander regarding the need to replenish the supply of prescription medication.
- E. All personnel should refrain from introducing large amounts of cash into any correctional facility.
- F. It is the Shift Commander's/Supervisor's responsibility to ensure all attorneys' and their agents' receptacles (briefcases, pocketbooks, handbags, purses, backpacks, etc.) going into visiting rooms of the facilities are inspected for unauthorized items (in keeping with language from policy 13.02-4 DOC, Access to Institutional Facilities by Attorneys and their Agents, or a successive policy, regarding the policy's reference to "one receptacle - briefcase, pocketbook, handbag, purse, backpack, etc.").
- G. Within 60 days of the issuance of this policy, facility specific procedures shall be created to address any areas outside the secure perimeter to which inmates have access. Procedures shall be submitted to the Assistant Director for Institutions and Operations.

RHODE ISLAND DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE

| | | | |
|--|-------------------------------------|--|-------------|
|  | POLICY NUMBER: 9.40-5 DOC | EFFECTIVE DATE: 10/27/14 | PAGE 1 OF 8 |
| | SUPERCEDES: 9.40-4 DOC | DIRECTOR:  | |
| SECTION: SECURITY AND CONTROL | | SUBJECT: PROCEDURES FOR CONTRACTORS AT INSTITUTIONAL FACILITIES | |
| AUTHORITY: Rhode Island General Laws (RIGL) § 42-56-10(22), Powers of the director; (RIGL) § 38-2-2(4)(b) Public Records Act | | | |
| REFERENCES: RIGL§ 38-2-2(4)(b); RIDOC policies 2.22 Procedures for Monitoring Compliance of Subcontractors with USDOJ Civil Rights Regulations; 3.14-2 DOC, Code of Ethics; 4.03-3 DOC, Orientation and Entrance-Level Training for Non-Correctional Officer Employees; 7.01-2 DOC, Accountability and Procedures for the Utilization of Community Agencies, Volunteers, Interns, and/or Employees of Outside Public and Private Organizations; 9.18-4 DOC, Introduction of Unauthorized Items Into the Adult Correctional Institutions; 9.23-2 DOC, Access to ACI Facilities by Staff and Persons Providing Services to RIDOC; 9.24-3 DOC, Entry to/Exit from to Secure Facilities; 10.35-2 DOC, Maintenance On-Call Procedures; DOJ Final PREA Standards 115.6 Definitions; 115.32 Volunteer and Contractor Training, 115.77 Corrective action for Contractors and Volunteers | | | |
| INMATE/PUBLIC ACCESS? | | X YES | |
| SPANISH TRANSLATION? | | X NO | |

I. PURPOSE:

To delineate the rules, regulations and procedures that must be followed by all contractors who provide services to the Rhode Island Department of Corrections (RIDOC) in its institutional facilities.

II. POLICY:

It is imperative that all contractors providing services in RIDOC's institutional facilities fully understand and adhere to the rules, regulations and procedures as directed by the

Department, to include the Department's Code of Ethics and Conduct (policy 3.14-2 DOC, or a successive policy). Failure to adhere to these rules and regulations may result in a delay of payment or non-payment of invoices, suspension of the contractor's or contractor's representative authorization to provide continuing services, and/or termination of the contract with RIDOC.

Departmental contract managers are responsible for the dissemination of this policy to all appropriate contractors and to ensure that contractors fully understand these rules and regulations. Contractors are, in turn, responsible for disseminating this policy to appropriate employees and subcontractors.

III. PROCEDURES:

A. Definition

For the purposes of this policy, a contractor is defined as any individual, organization, business, or program provider other than RIDOC employees who have been contracted by the State (or sub-contracted to a contractor of the State), or who are otherwise compensated to provide goods or services to RIDOC and who are required to enter secure areas of a correctional institution.

B. Orientation Program

1. If a contractor is to provide services which bring its workers into regular contact with inmates, such contractor or contractor's employees may be required to participate in an orientation program conducted by RIDOC's Training Academy in consultation with the appropriate administrator.

NOTE: This training shall include instruction that RIDOC has a zero-tolerance policy regarding sexual abuse and sexual harassment of inmates as well as other duties and responsibilities mandated by the Prison Rape Elimination Act Standards.

2. RIDOC contract managers should consult with the Assistant Director of Institutions and Operations or designee if there is a question as to the appropriateness of this training for a contractor or employees of the contractor.

NOTE: Any contractor who is exempted from NEO training shall be notified in writing by the RIDOC Contract Manager that RIDOC has a zero-tolerance policy regarding sexual abuse and sexual

harassment of inmates as well as other duties and responsibilities mandated by the Prison Rape Elimination Act Standards.

3. If an orientation is needed, it is the responsibility of the contract manager to arrange a session with the Training Academy.
4. A schedule of training can be obtained from the Training Academy.

C. ID Requirement

1. Contractors who are required to perform services within institutional facilities must obtain security clearances consistent with policy 9.23-2 DOC, Access to ACI Facilities by Staff and Persons Providing Services to RIDOC, or a successive policy.
2. A Photo Identification Card/Access to Facilities Application Form is submitted to the contract manager, who, in turn, processes the application with RIDOC's Identification Unit. (See policy # 9.23-2 DOC, Access to ACI Facilities by Staff and Persons Providing Services to RIDOC, or a successive policy, for application form.)
3. Upon completion of service and/or expiration of contract, or upon the expiration date of the badge, identification badges must be returned to the contract manager. The contract manager then notifies the Assistant Director of Institutions and Operations or designee so that the contractor's employees' information maintained in applicable RIDOC databases may be updated.

For those contractors who are not issued ID badges, the contract manager, upon completion of service and/or expiration of contract, notifies the Assistant Director of Institutions and Operations or designee so that the contractor's employees' information maintained in applicable RIDOC databases may be updated.

D. Work Hours

1. General - Contractor work hours are scheduled either:
 - a. In accordance with the provisions set forth in the contract; or

- b. As scheduled by the contract manager prior to the commencement of work.
- c. No work is performed on Saturdays, Sundays, or holidays, unless authorized by the contract manager.

2. Facilities and Maintenance - Staff calls/faxes a request for service repairs.

- a. Contractor calls the Facilities and Maintenance Office to schedule service repairs and establish work day and time. Every effort is made to schedule service calls between the hours of 7:30 a.m. and 3:00 p.m.
- b. Contractor employees report to the Facilities and Maintenance Office to sign-in the appropriate logbook and contact the facility in need of service.

NOTE: Regardless of pre-scheduling, the Warden, Deputy Warden, or Shift Commander of the facility may, at any time, prohibit entry into a facility when deemed necessary for security purposes. **The Shift Commander MUST contact the facility administrator before making this decision.**

- c. Contractor reports to the facility and makes the necessary repairs. Contractor has the work order slip signed by a RIDOC staff member (e.g., maintenance personnel, steward, fire safety technician, or correctional officer escorting the contractor).
- d. Contractor leaves the facility and reports back to the Facilities and Maintenance Office to sign-out of logbook, relay any necessary information, and present signed service slip.

NOTE: All invoices noting hours worked must coincide with the sign-in/out hours in the aforementioned log book.

- e. If it is necessary for service calls to be extended beyond 4:00 p.m., contractor staff call the Facilities and Maintenance Office from within the facility where service is being performed and leave a voice mail message including departing day, date, time, facility location and extension from which s/he is calling.
- f. Sign-in/sign-out procedures:

Any contractor required to enter a RIDOC facility which houses inmates must abide by facility sign-in and sign-out requirements.

E. Security of Tools, Equipment and Toxic/Caustic Materials

It is the responsibility of all contract managers to provide contractors with instructions regarding the security of tools, equipment and toxic/caustic materials.

F. Conduct of Contractor and Contractor's Employees

1. The contractor shall communicate all necessary policies, rules, and regulations to his/her employees and subcontractors.
2. Contractors shall not have any illegal drugs, legally prescribed medical marijuana or alcohol on their persons.
3. Unopened and sealed containers of alcohol are permitted in vehicles only, consistent with 3.14-2 DOC, Code of Ethics, or a successive policy.
4. A contractor who works in a secure area or in proximity to the inmate population and has in his/her possession prescription medication must take steps to assure that these substances are stored in such a way that they are not accessible to the inmate population.

NOTE: The Rhode Island Medical Marijuana Act at RIGL § 21-28.6-7 specifically states that it does **not** permit:

- (a) "any person to undertake any task under the influence of marijuana, when doing so would constitute negligence or professional malpractice."
 - (b) the smoking of marijuana "in a correctional facility; or public place."
5. Contractors are not allowed admittance into any facility if it is known that they have consumed alcoholic beverages while outside the correctional property during the workday.
 6. Contractors shall not have weapons of any sort on their persons or in their vehicles.

7. Contractors must park in designated parking areas and must lock all vehicles.
8. All contractors entering ACI facilities shall exercise professional discretion with regard to their clothing. The Shift Commander shall have the final authority as to whether the attire of any contractor is inappropriate and/or poses a risk to the security or order of the facility and if that contractor shall be barred from entering a facility.
9. Contractors shall have no contact with inmates, except where such contact is a provision of the contract. When an inmate or a contractor has initiated inappropriate contact, such contact shall be immediately reported by the inmate or the contractor, or by the person having such knowledge, to the Correctional Officer in charge.
10. Any contractor who engages in sexual abuse of an inmate shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing authorities.
11. All contractors shall have in place instructions for their employees on the procedure to follow if they are exposed to an infectious disease.

NOTE: In addition to any contract employer/employee instructions, any contract employee who is exposed to an infectious disease while working in a RIDOC facility shall immediately notify the supervising/escort Correctional Officer who will immediately notify the Shift Commander.
12. Vehicles and personal property of the contractors are subject to search when deemed necessary for security purposes.
13. No contractor convicted of a felony is allowed to work in the facilities without the express permission of RIDOC's Director, Assistant Director of Institutions and Operations or designees following consultation with the facility's Warden or Deputy Warden.
14. Contractors shall not bring into the facilities any items not required for the execution of their respective responsibilities and not approved by the contract manager.

All contractors are required to follow the procedures set forth in section III.A. of RIDOC policy 9.18-4 DOC, Introduction of Unauthorized Items into the Adult Correctional Institutions, or a successive policy. Any special circumstances which require an exception from these procedures must be approved by the facility Warden or designee. Contract managers shall facilitate these exceptions.

It is the responsibility of the contract manager to distribute a copy of policy 9.18-4 DOC, Introduction of Unauthorized Items into the Adult Correctional Institutions, or a successive policy, to all contractors.

15. Contractors are permitted to perform only the work authorized by the contract manager or his/her express designee. They may not accept direction as to the scope of work, the nature of the work, or changes to the work from any other person.
 16. Upon entry into a RIDOC facility, all persons other than uniformed facility staff are required to produce proper identification (picture I.D.) and surrender it to the Main Control Center or Vehicle Trap Officer. The Main Control Center or Vehicle Trap Officer issues a facility I.D. badge and retains the person's personal I.D. The process reverses when exiting the facility. Persons not possessing proper identification are denied admittance/access.
- G. Contractor Emergency Service (Facility Maintenance/Repair/Construction Only)
1. The contractor must provide a 24-hour service number.
 2. The contractor is contacted by telephone outside of normal work hours. Emergency service is authorized by designated RIDOC Facilities and Maintenance Unit superintendents or their designees.
 3. The contractor is given the location and description of work to be performed, and is issued a temporary work order number by the Maintenance Superintendents. Facilities and Maintenance must give notice to the Shift Commander of who the contractor is sending, when s/he will arrive and for what purpose.

4. The contractor reports to the Main Control Center of the facility where work is to be performed. Upon arrival, appropriate facility staff performs applicable background checks.
5. Prior to starting work, contractor employees must call the Facilities and Maintenance Office from within the facility and leave a voice mail message stating the day, date, time, facility location and extension from which s/he is calling.
6. As required, a Correctional Officer is assigned to log tool inventory and to provide escort.
7. The contractor performs only work which is described by the Facilities and Maintenance Superintendent or designee.
8. Upon completion of work, the contractor obtains signature of a RIDOC staff member who escorted him/her or the Shift Commander on said contractor's work order. Contractor then calls the Facilities and Maintenance Office and leaves a voice mail message stating time of completion as well as facility and extension from which s/he is calling.