

ADDENDUM 1

**Nutrition Advisory Services
Requests for Proposals (RFP)
Questions & Answers
3/28/2019
(DOC_NAS_19_SH)**

The Department of Correction (DOC) is issuing **Addendum 1** to the **NUTRITION ADVISORY SERVICES REQUEST FOR PROPOSALS**.

Please note: there were no questions received pertaining to this RFP. This RFP remains on-schedule – please see RFP for details.

Date Issued: March 28, 2019

Approved: _____
Stacey Hubert

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.

Authorized Signer

Name of Company



PROCUREMENT NOTICE
State of Connecticut
Department of Correction
Nutrition Advisory Services Request for Proposals
Legal Notice
(DOC_NAS_ 19_SH)

The State of Connecticut (State), Department of Correction (DOC or the Department), is seeking proposals from qualified respondents to provide **Nutrition Advisory Services** to the Department's Nutrition and Food Service Unit regarding various aspects of offender meal plans.

The intent of the request is to procure the per diem services of a registered dietician to consult and advise the Department's Nutrition and Food Service Unit on the following:

- Development and Implementation of Offender Meal Plans
- Offender Nutritional Assessments
- Litigation Regarding Nutrition and Food Service Issues
- Investigation of Offender Food Service Grievances
- Nutrition and Food Safety Compliance

The Request for Proposals (RFP) is available in electronic format on the State Contracting Portal at https://biznet.ct.gov/SCP_Search/ or from the Department's Official Contact:

Name: Stacey Hubert
Address: 24 Wolcott Hill Road, Wethersfield, CT 06109
Phone: 860-692-7635
Fax: 860-692-7576
E-Mail: Stacey.Hubert@ct.gov

The RFP is also available on the Department's website at <https://portal.ct.gov/DOC>

Questions or requests for information in alternative formats must be directed to the Department's Official Contact. Persons who are deaf or hearing impaired may use a TDD by calling 1-800-842-4524.

Respondents planning to respond to this RFP are encouraged to submit a Letter of Intent (LOI) to the Department no later than 3:00 PM Eastern Standard Time (EST) on March 13, 2019. The deadline for submission of proposals is April 17, 2019, 3:00 p.m. EST.

Proposal submissions received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated. Proposals that are not

evaluated shall be retained for thirty days after the resultant contract is executed, after which the proposals will be destroyed or retained for pick-up by the submitters, upon notification from the Department.

There will be no respondents' conference scheduled for this RFP.

The Department reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed to be in the best interest of the State.

The Department of Correction is an Equal Opportunity/Affirmative Action Employer. Questions may be directed to the CTDOC Contracts Administration Office at (860) 692-7757.

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I. GENERAL INFORMATION

■ A. INTRODUCTION

1. **RFP Name or Number:** RFP #DOC-NAS-19-SH / Nutrition Advisory Services
2. **Summary:** The purpose of this request is to procure the services of a registered dietitian to periodically advise the Department of Correction Nutrition and Food Service Unit regarding various aspects of offender meal plans.
3. **Synopsis (Optional):** Not Available
4. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:
 - 0029: Food Products and Services
 - 0600: Services (Professional, Support, Consulting and Misc. Services)

■ B. ABBREVIATIONS/ACRONYMS/DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunities (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
OAG	Office of the Attorney General (CT)
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
POS	Purchase of Service
PSA	Personal Service Agreement
P.A.	Public Act (CT)
RFP	Request for Proposals
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

1. *Department:* For the purposes of this RFP, 'Department' shall mean the Connecticut Department of Correction.
2. *contractor:* A private provider organization, Connecticut(CT) State agency, or municipality that enters into a POS contract with the Department as a result of this RFP.
3. *respondent:* A private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP.
4. *prospective respondent:* A private provider organization, CT State agency, or municipality that may submit a proposal to the Department in response to this RFP, but has not yet done so.

5. *subcontractor*: An individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a contract with the Department as a result of this RFP.
6. *Registered Dietitian*: An individual possessing a bachelor's degree in dietetics, foods and nutrition, food service systems management, or a related area. In addition to a bachelor's degree, such individual must possess proper licensure from the State of Connecticut Department of Public Health, meet requirements for membership in the American Dietetic Association and maintain continuing education requirements.

■ C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Respondents, prospective respondents, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) about this RFP is strictly prohibited. Respondents or prospective respondents who violate this instruction may risk disqualification from further consideration.

Name: Stacey Hubert
Address: 24 Wolcott Hill Road
Wethersfield, CT 06109
Phone: 860 692-7635
Fax: 860 692-7576
E-Mail: Stacey.Hubert@ct.gov

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **RFP Information.** The RFP, addenda to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Department's Web Site: <http://www.ct.gov/doc>
- State Contracting Portal: https://biznet.ct.gov/SCP_Search/

It is strongly recommended that any respondent or prospective respondent interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addenda that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

Printed copies of all documents are also available from the Official Contact upon request.

3. **Contracts.** The offer of the right to negotiate a contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

- Total Funding Available: Approximately \$33,333.00 per year for up to three (3) years
- Number of Awards: One (1)
- Contract Cost: Not to exceed \$100,000.00
- Contract Term: 7/1/2019-6/30/2022, at the discretion of the Department

4. Eligibility. Private provider organizations (defined as nonstate entities that are either nonprofit or proprietary corporations or partnerships), Connecticut State agencies, and municipalities are eligible to submit proposals in response to this RFP.

Any individual or employee of an entity awarded a contract for these services must be willing to submit to and successfully pass a background check prior to entrance into any correctional facility. The Department is prohibited from contracting with any individual who is a retired Connecticut state employee.

5. Minimum Qualifications of Respondents. All submissions must comply with the requirements specified in this RFP. To be eligible for evaluation, submissions must have the following minimum qualifications:

- a. Received by the Official Contact on or before the due date and time;
- b. Meet the Submission Format requirements;
- c. Follow the required Submission Outline;
- d. Demonstrate the employment of a registered dietitian, as defined in Section I. B.6 of this RFP; and
- e. Be complete.

Preference will be given to respondents with a proven history of providing the requested or substantially similar services in a large institution such as a hospital, nursing home or healthcare facility.

The Department reserves the right to reject the submission of any respondent in default of any current or prior contract.

6. Procurement Schedule. See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an addendum to this RFP and will be posted on the State Contracting Portal and the Department's RFP Web Page.

- | | |
|---|----------------------------------|
| • RFP Released: | February 27, 2019, 3:00 p.m. EST |
| • RFP Conference | Not Applicable |
| • Letter of Intent (LOI) Due: | March 13, 2019, 3:00 p.m. EST |
| • Deadline for Questions: | March 20, 2019, 3:00 p.m. EST |
| • Answers Released (tentative): | April 01, 2019, 3:00 p.m. EST |
| • Proposals Due: | April 17, 2019, 3:00 p.m. EST |
| • (*) Entity Selected (tentative): | May 08, 2019 |
| • (*) Start of Contract Negotiations (tentative): | May 22, 2019 |
| • (*) Start of Contract: | July 1, 2019 |

7. Letter of Intent. A Letter of Intent (LOI) is required by this RFP. Respondents must complete and use the LOI form provided by the Department as Attachment D, in Section V. Attachments of this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the

Official Contact identified in Section C.1 of this RFP. LOI's may be submitted by US mail, fax, or e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, mailing address, contact person, telephone number, fax number, and e-mail address. It is the sender's responsibility to confirm the Department's receipt of the LOI. Failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration.

8. Inquiry Procedures. All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. If the Department chooses to answer questions received after the deadline, the question and the answer will be made available to all respondents or prospective respondents. The Department reserves the right to answer questions only from those who have submitted an LOI. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. The Department will release the answers to questions on the date established in the Procurement Schedule. The Department will publish any and all amendments and addenda to this RFP on the State Contracting Portal and the Department's RFP Web Page.

9. RFP Conference. An RFP conference will not be held to answer questions from prospective respondents.

10. Proposal Due Date and Time. The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be **received** by the Official Contact on or before the due date and time:

- Due Date: Wednesday, April 17, 2019
- Time: 3:00 p.m. EST

Faxed or e-mailed proposals will not be evaluated. The Department will not accept a postmark date as the basis for meeting the submission due date and time. Respondents should not interpret or otherwise construe receipt of a proposal after the due date and time as acceptance of the proposal, since the actual receipt of the proposal is a clerical function. The Department suggests the respondent use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal. When hand-delivering proposals, submitters should allow extra time to comply with building security procedures and new delivery and receiving requirements.

Hand-delivered proposals must be delivered to the lobby of the building, at 24 Wolcott Hill Rd., Wethersfield, CT. Upon arriving at the lobby, the courier or respondent must check in with the lobby Security Officer. The Official Contact or

designee of the Official Contact will be contacted by Security to receive the proposal and provide the courier or respondent with a receipt upon request.

NOTEWORTHY: Proposals shall not be considered received by the Department until they are in the hands of the Official Contact or another representative of the Contract Administration Unit designated by the Official Contact. At the discretion of the Department, late proposals may be destroyed or retained for pick up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- five (5) conforming copies of the original proposal; and
- one (1) conforming identical electronic copy (which must be compatible with Microsoft Office Word) of the original proposal by email (preferred) or on CD or DVD (which must be compatible with Microsoft Office Word) labeled with the Legal Name of the respondent and DOC_NAS_19_SH).

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Team.

The electronic copies of the proposal must be compatible with Microsoft Office Word except for the Budget, which may be compatible with Microsoft Office Excel. For the electronic copy, only the required appendices and forms may be scanned and submitted in Portable Document Format (PDF) or similar file format.

11. Multiple Proposals. The submission of multiple proposals from the same respondent is **not** an option with this procurement.

12. Declaration of Confidential Information. Respondents are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a respondent deems that certain information required by this RFP is confidential, the respondent must label such information as CONFIDENTIAL. In Section C of the proposal submission, the respondent must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the respondent must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the respondent that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

13. Conflict of Interest - Disclosure Statement.

Respondents must include a disclosure statement concerning any current business relationships (within the past three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the respondent and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however,

become a legal matter if a respondent tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the respondent over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a respondent must affirm such in the disclosure statement: ***“[name of respondent] has no current business relationship (within the past three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85.”***

■ D. PROPOSAL FORMAT

1. **Required Outline.** All proposals must follow the required outline presented in Section IV, pages 25-26 of this RFP. Proposals that fail to follow the required outline will be deemed, at the discretion of the Department, non-responsive and will not be evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondents must complete and use the Cover Sheet form provided by the Department as Attachment A, in Section V. Attachments of this RFP.
3. **Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV Proposal Outline)
4. **Executive Summary.** Proposals must include a high-level summary not exceeding one (1) page, of the main proposal and cost proposal. This summary should include a brief agency or individual work history and a summary of the services being offered.
5. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
6. **Style Requirements.** The original proposal and each of the five (5) conforming copies of the original proposal shall conform to the following specifications:
 - Binding Type: Loose Leaf binders with the Legal Name of the Respondent and the RFP Name appearing on the outside front cover of each binder
 - Dividers: A tab sheet keyed to the table of contents shall separate each subsection of the proposal; the title of each subsection shall appear on the tab sheet
 - Paper Size: 8½" X 11", "portrait" orientation
 - Print Style: 1-sided
 - Font Size: Minimum of 11-point
 - Font Type: Arial or Times New Roman
 - Margins: The binding edge margin of all pages shall be a minimum of one and one half inches (1½"); all other margins shall be one inch (1")
 - Line Spacing: Single-spaced

7. **Pagination.** The Legal Name of the Respondent shall be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, shall be numbered consecutively in the footer.
8. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes, packages or boxes and must be addressed to the Official Contact. The Legal Name and Address of the respondent must appear in the upper left corner of the envelope, package or box. The RFP Name and Number must be clearly displayed on the envelope, package or box:

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Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by the Department as a clerical function, but will not be evaluated. At the discretion of the Department, such a proposal may be either destroyed or retained for pick up by the submitters.

■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful Respondents, and awarding contracts, the Department will conform with its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).
2. **Evaluation Team.** The Department will designate an Evaluation Team to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Team. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any respondent (or representative of any respondent) to contact or influence any member of the Evaluation Team may result in disqualification of the respondent.
3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must a) be received on or before the due date and time; b) meet the Submission Format requirements; c) follow the required Submission Outline; d) demonstrate the employment of a registered dietitian, as defined in Section I. B.6 of this RFP; and e) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.
4. **Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Evaluation Team will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are confidential:
 - Organizational Requirements

- Service Requirements
- Staffing Plan
- Data and Technology
- Subcontractors
- Work Plan
- Appendices
- Financial Requirements
- Budget Requirements

Note: As part of its evaluation, the Evaluation Team will consider the respondent's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

5. **Respondent Selection.** Upon completing its evaluation of proposals, the Evaluation Team will submit the rankings of all proposals to the Department head. The final selection of a successful respondent is at the discretion of the Department head. Any respondent selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful respondents will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and respondent selection process.
6. **Debriefing.** After receiving notification from the Department, any respondent may contact the Official Contact and request a Debriefing of the procurement process and its proposal. If respondents still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the procurement process. The Department shall schedule and conduct Debriefing meetings that have been properly requested, within fifteen (15) days of the Department's receipt of a request. The debriefing meeting must not include or allow any comparisons of any proposals with other proposals, nor should the identity of the evaluators be released. The Debriefing process shall not be used to change, alter, or modify the outcome of a competitive procurement. More detailed information about requesting a Debriefing may be obtained from the Official Contact.
7. **Appeal Process.** Any time after the submission due date, but **not later than thirty (30) days** after the Department notifies respondents about the outcome of a competitive procurement, respondents may submit an Appeal to the Department. The e-mail sent date or the post-mark date on the notification envelope will be considered "day one" of the thirty (30) days. Respondents may appeal any aspect the Department's competitive procurement; however, such Appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations, or standards concerning competitive procurement or the provisions of the RFP. Any such Appeal must be submitted to the Agency Head with a copy to the Official Contact. The respondent must include the basis for the Appeal and the remedy requested. The filing of an Appeal shall not be deemed

sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an Appeal may be obtained from the Official Contact.

8. **Contest of Solicitation or Contract Offer.** Pursuant to Section 4e-36 of the Connecticut General Statutes, “Any bidder or respondent on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board...” More detailed information is available on the State Contracting Standards Board website at <https://www.ct.gov/scsb/site/default.asp>
9. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department’s contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

■ A. STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the respondent implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting contract. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the contract. Part II is available on OPM's website at: [OPM: POS Standard Contract Part II](#).

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's (SEEC) notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a respondent is offered an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the respondent must inform the respondent's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected respondent (contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

■ B. ASSURANCES

By submitting a proposal in response to this RFP, a respondent implicitly gives the following assurances:

- 1. Collusion.** The respondent represents and warrants that the respondent did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the respondent's proposal. The respondent also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the respondent, contractor, or its agents or employees.
- 3. Competitors.** The respondent assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a

separate proposal in response to this RFP. No attempt has been made, or will be made, by the respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The respondent further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The respondent certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful respondent.
5. **Press Releases.** The respondent agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a respondent implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Department shall assume liability for expenses incurred by a respondent in preparing, submitting, or clarifying any proposals submitted in response to this RFP.
3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondents are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize respondents to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the respondent's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information

contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per respondent.

7. **Presentation of Supporting Evidence.** If requested by the Department, a respondent must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a respondent to evaluate further the respondent's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the respondent.
8. **RFP Is Not an Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the respondent and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the respondent or for payment of services under the terms of the contract until the successful respondent is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

■ **D. RIGHTS RESERVED TO THE STATE**

By submitting a proposal in response to this RFP, a respondent implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Contract Offer and Rejection of Proposals.** The Department reserves the right to offer in part, and/or reject any and all proposals in whole or in part for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any respondent who submits a proposal after the submission date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or

subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more respondent(s) for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from respondents. The Department may set parameters on any BFOs received.
7. **Clerical Errors in Award.** The Department reserves the right to correct inaccurate contract offers resulting from its clerical errors. This may include, in extreme circumstances, revoking the offer of a contract already made to a respondent and subsequently offering the contract to another respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the respondent.
8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the respondent's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Respondents are generally advised not to include in their proposals any confidential information. If the respondent indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** Connecticut statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. Detailed information is available on CHRO's web site at [Contract Compliance](#)

IMPORTANT NOTE: **The Respondent must complete and submit** the Workplace Analysis Affirmative Action Report to the Department with the proposal.

3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms

IMPORTANT NOTE: **The Respondent must complete and submit** the Consulting Agreement Affidavit (OPM Ethics Form 5) to the Department with the proposal.

4. **Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC § 1352.** A responsive proposal shall include a Certification Regarding Lobbying form that is available in the following hyperlink; [Certification Regarding Lobbying](#), attesting to the fact that none of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the: (A) awarding of any Federal contract; (B) making of any Federal grant; (C) making of any Federal loan; (D) entering into of any cooperative agreement; or (E) extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

IMPORTANT NOTE: The Respondent must complete and submit the Certification Regarding Lobbying form to the Department with the proposal.

- 5. Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a respondent is offered an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the respondent must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and Connecticut State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms

IMPORTANT NOTE: The selected Respondent shall upload the Gift and Campaign Contributions Certification (OPM E Form 1) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Correction can review said document online. [Create a BizNet account](#) using the following hyperlink: [Company Information](#) Vendors and Contractors

BizNet is a central database and online informational tool for companies looking to do business with the State of Connecticut.

- 6. Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a respondent is offered an opportunity to negotiate a contract, the respondent must provide the Department with *written representation* or *documentation* that certifies the respondent complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and Connecticut State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/opm/fin/nondiscrim_forms

IMPORTANT NOTE: The selected Respondent shall upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Correction can review said document online. [Create a BizNet account](#) using the following hyperlink: [Company Information](#) Vendors and Contractors. BizNet is a central database and online informational tool for companies looking to do business with the State of Connecticut.

III. PROGRAM INFORMATION

■ A. DEPARTMENT OVERVIEW

The Nutrition and Food Service Unit of the Department provides more than 16,500,00 meals per year to meet the varied nutritional needs of the incarcerated population within Connecticut's 14 correctional facilities located throughout the state. A listing of correctional facilities operated within Connecticut is available in Section V. Attachments, as Attachment B. to this RFP.

The Production Kitchen produces items on the master menu and common-fare menu in conjunction with facility production. These meals include the provision of special therapeutic and religious menus. The Nutrition and Food Services Unit future projects include gaining compliance with American Correctional Association (ACA) accreditation, which can be viewed at [American Correctional Association](#), and producing a new master menu with updated recipes.

■ B. PROGRAM OVERVIEW

Through this RFP, the Department is seeking to procure the per diem services of a registered dietitian to consult and advise the Nutrition and Food Service Unit on the following:

- Development and Implementation of Inmate Meal Plans
- Inmate Nutritional Assessments
- Litigation Regarding Nutrition and Food Service Issues
- Investigation of Inmate Food Service Grievances
- Nutrition and Food Safety Compliance

Please note that the respondent selected to negotiate a contract as a result of this RFP will be required to enter DOC Correctional facilities and must adhere to very specific standards of behavior. The complete guide is attached to this RFP as Attachment E., in Section V. Attachments.

■ C. MAIN PROPOSAL COMPONENTS

Where the Respondent's response to a specific requirement reflects the Respondent's response to another requirement, the Respondent may cite the other response instead of reproducing it.

Throughout the RFP: If a Respondent is proposing subcontractor (s) to provide requirements of the Request for Proposals, information in regard to the subcontractor(s) and those requirements must be provided in those appropriate sections.

1. Organizational Requirements (Page Limit: 10 pages)

- (a) Purpose / Philosophy: Briefly describe the purpose and philosophy of the agency as it relates to the services requested in this RFP.

- (b) Entity Type / Years of Operation: Please provide a brief history of the agency. If proposals are being submitted by an individual, please provide a brief history of prior provision of the services requested in this RFP.
- (c) Administrative Office Location: Please provide the location of the agency's administrative offices or the location the individual is based out of.
- (d) Qualifications / Certification / Licensure: Please describe your agency or individual experience providing the kinds of services being requested through this RFP. In addition, please detail the qualifications, certification and licensure held by the registered dietitian performing services under the contract awarded as a result of this RFP. Please ensure that any experience working within the parameters of large scale food production is detailed clearly.
- (e) References: A minimum of two (2) reference letters must be included in Section H. Appendices of the proposal to support the description of your agency or individual experience in providing these services. Letters must include the organization name, contact name, mailing address, phone number and email address of the writer. Letter must also include the nature of the writer's relationship with the respondent and the extent of the respondent's provision of services to the writer. This is **NOT** a Letter of Support. The writer must be able to detail a prior relationship of services provided.

2. Service Requirements (*Page Limit: 10 pages*)

Proposals should address each of the following areas. Indicate if your proposed program will deliver a service directly (D), through referral (R) or will not provide the service (NA).

- (a) Compliance with Department Administrative Directive 10.18: The Dietitian performing services for the Department will be required to provide compliance with Administrative Directive 10.18, specifically Sections 3.C., 6.A. and 9. Administrative Directive 10.18 is included in Section V. Attachments, as Attachment C to this RFP.
- (b) Nutritional Analysis: The Dietitian performing services for the Department will be required to develop, plan and perform nutritional analysis for Department Master menus and recipes as well as ensure compliance with nutritional standards established by the Food and Nutrition Board, Institute of Medicine, National Academies, located at [Health and Medicine Division](#). Respondents must demonstrate their knowledge of and experience working with such standards. Menus developed by the Department include:
- CTDOC Master Menu
 - Common Fare Menu
 - Male Youth Offender Menu
 - Female Youth Offender Menu
 - USDA Child Nutrition School Lunch Menu
 - Child Nutrition Snack Program Menu
 - Religious Diet Menus
 - Inmate Holiday Menus
 - Physician-Ordered Diet Menus

(c) Therapeutic Diet Consultation: The Dietitian performing services for the Department will be required to plan, develop and execute therapeutic diet production sheets for all correctional facilities. These sheets must include food items allowed for the following diets:

- Four and Two Gram Sodium
- Low Fat / Low Cholesterol
- Mechanical Soft
- Diabetic
- 1,200-1,500 Caloric Range
- 1,800-2,000 Caloric Range
- 2,200-2,400 Caloric Range
- Reduced Calorie
- Dialysis / High Protein
- Pre-Dialysis
- Low Protein / Low Potassium
- Gluten Free

Respondents must demonstrate their knowledge and experience developing and overseeing such diet plans.

(d) Nutrition Assessments: The Dietitian performing services for the Department will be required perform inmate nutrition assessments. This will include review of inmate medical charts and laboratory tests to develop specific diet plans for individual inmates with specialized medical requirements, per the Health Insurance Portability Act (HIPAA) of 1996.

(e) Collaboration with Medical Staff: The Dietitian performing services for the Department will be required to collaborate with the Department's Health Care staff regarding the development and planning of inmate patient care plans.

(f) Development of Nutrition Educational Classes: The Dietitian performing services for the Department will be required to plan and develop inmate educational sessions designed to educate inmates on proper nutritional requirements, diabetic nutrition, and nutrition for male and female youth offenders. This may periodically include instruction of such sessions and individual dietary consults as necessary.

(g) Technical Assistance/Compliance: The Dietitian performing services for the Department will be required to provide technical assistance regarding nutritional and diet issues for all correctional facilities and technical compliance regarding the American Correctional Association (ACA), Standards for Administration of Correctional Agencies and the National Commission on Correctional Health Care (NCCHC) located at [NCCHC](#), which is specific to female offenders at York Correctional Institution. This will also include review of food procurement standards to ensure proper nutritional compliance, food protection and food safety compliance.

(h) Expert Witness Testimony: The Dietitian performing services for the Department will be required to periodically act as an expert witness for the Department in litigation matters regarding nutrition and food service issues. This may include depositions, interrogatories and trial testimony to defend the

Department's meal provision to inmates. Examples of past and presently active cases include:

- West v. Manson (Case# H-83-366 (AHN) (HBF))
- Rivera v. Lantz (Case# HHD-CV-07-5011316-S)
- Anderson v. DeVeau (Case# 3:99CV688 (RNC) (JGM))
- Arnold v. Dr. Laplante (Case# 3:04CV2114 (WWE))

- (i) Consult on Inmate Grievances: The Dietitian performing services for the Department will be required to collaborate with Department staff to investigate and respond to food service grievances submitted by inmates. This will also include investigation of nutritional and food services safety concerns and response to Freedom of Information requests regarding Department nutritional matters.
- (j) Date of Service Availability: Respondents should be available to begin services by July 1, 2019, dependent on contract award.
- (k) Location of Proposed Services: The Department anticipates that many of the services required under this RFP can be performed at the respondent's place of business, although the Department will require that the respondent periodically work from various correctional institutions throughout the state, as well as attend meetings with Department staff.
- (l) Hours of Availability: The Department anticipates that services required under this RFP will be performed on a per diem basis, as required by the Nutrition and Food Service Unit. It is anticipated that the Department will not normally require more than 10 hours of service per week, although this may be adjusted periodically to suit the needs of the Nutrition and Food Service Unit. As such, the contractor will be required to develop a flexible work schedule with the Department that includes hours of availability, on-call availability and weekend availability. Respondents must detail their specific availability.

3. Staffing Requirements (Page Limit: 5 pages)

Respondents must describe the number and title of individuals to be assigned to this project, including the extent to which they have the appropriate training and experience to perform assigned duties. The proposal must describe the extent to which staff is multi-lingual and multi-cultural. Job descriptions, minimum qualifications, licensing requirements, hours per week and hourly wages must be provided for all staff categories assigned to this project. If the staff person to be assigned to the position is known at the time of proposal submission, please include the individual's resume.

While not a requirement, the Department would prefer to limit its interaction to as few people as possible. Given the scope and requirements of these services, the Department anticipates that in order to function properly, the individual(s) performing these duties must develop an intimate knowledge of all aspects of the Nutrition and Food Service Unit.

4. Data and Technology Requirements (Page Limit: 5 pages)

Respondents must describe the extent to which the agency/individual has the capability to access the internet, send/receive outside email and view PDF documents.

Respondents must also describe the extent to which they have the experience and capability to utilize the Food Works Program 8 Edition (developed by the Nutrition Company, copyright 2006) and the NutriKids Program, Version 7.6 (copyright 1991).

5. Subcontractors (if applicable) (No page limitation)

If Section III.C.2. includes the use of any subcontractors for the provision or delivery of a service, the purpose of this section is to gather information about the administrative and operational capabilities of each such subcontractor.

If the proposal includes the use of subcontractors, please detail the following:

- a. Legal Name of Agency, Address, FEIN
- b. Contact Person, Title, Phone, Fax, E-mail
- c. Services to Be Provided Under subcontract
- d. Staffing to be allocated by the subcontractor
- e. Subcontract Cost and Term

Note: The contractor is permitted to make subcontract(s) with any other qualified party for furnishing any of the work or services in this Request. However, the State expects the contractor to have the necessary qualifications requested in the RFP, and if necessary, leverages subcontractor to augment their qualifications and capability to deliver effectively.

The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The State shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

6. Work Plan (Page Limit: 5 pages)

To submit a responsive proposal, the respondent shall include a work plan that consists of the following:

- a. Start Date
- b. Timeline/Schedule for full provision of services

D. COST PROPOSAL COMPONENT

1. Financial Requirements

To submit a responsive proposal, **THE RESPONDENT SHALL** include the following information:

a. Financial Statements.

Submit one (1) copy of the Respondent's two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting

Principles (GAAP) (USA). The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. One (1) copy only shall be included with the original cost proposal.

If audited financial statements for each of the last two (2) fiscal years **were not prepared**, the Respondent shall provide comparable statements that will document

the Respondent's financial stability. The additional documentation shall include, at a minimum:

- Unaudited balance sheets/Statement of Financial Position for the previous two (2) years.
- Unaudited income statements/Statement of Operations for the previous two (2) years.
- Cash flow statements for the previous two (2) years.
- IRS Form 990 for the previous two (2) years.
- Bank statements for all operating accounts for the previous twelve (12) months.
- Significant federal/state award letters.
- Description of major classes of payables including an accounts payable aging schedule.

2. Budget Requirements

The Department will not require a line item budget for this RFP. Respondents must detail hourly rates for services performed.

IV. PROPOSAL OUTLINE

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1. Appendix 1 - Letters of Reference.

I. Forms

1. Department.

- a. [Certification Regarding Lobbying](#)
This form must be completed and included in Section I of the proposal
- b. **Addendum Acknowledgement(s)**
This form(s) must be completed and included in Section I of the proposal
- c. **Consulting Agreement Affidavit** (OPM Ethics Form 5)
This form must be completed and included in Section I of the proposal
- d. **Contract Compliance** (Notification to Bidders), Parts I-V (CHRO)
This form must be completed and included in Section I of the proposal.

2. Other.

- a. **Gift and Campaign Contribution Certification**
This form must be completed and uploaded to BizNet.
- b. **Non-Discrimination Certification**
This form must be completed and uploaded to BizNet

V. ATTACHMENTS

- A. Cover Sheet**
- B. CTDOC Facility Listing**
- C. CTDOC Administrative Directive 10.18**
- D. Letter of Intent**
- E. CTDOC Guide for Contractors in the Correctional Environment**

ATTACHMENT A. COVER SHEET

STATE OF CONNECTICUT DEPARTMENT OF CORRECTION

RFP NAME OR NUMBER:
**Nutrition Advisory Services
Request for Proposals
DOC_NAS_19_SH**

Organization:

		() -
Primary Business Name	FEIN/SSN# & DUNS# & CFDA#	Telephone Number
Business Address	Town, State	Zip Code

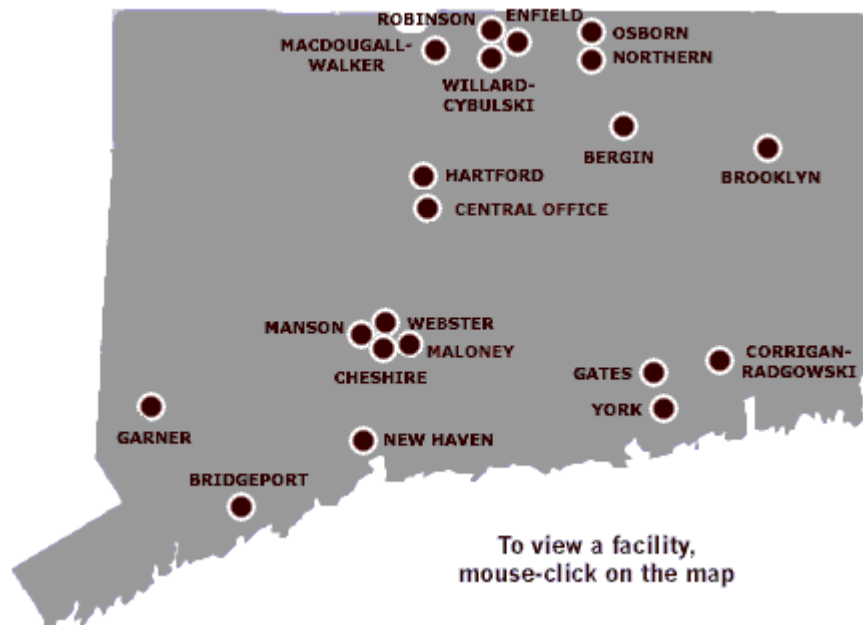
Contact Person *(Individual other than Authorized Official who can provide additional information about the proposal or who has immediate responsibility for the proposal):*

		() -
Name	Title	Telephone Number
Street Address	Town, State	Zip Code
E-mail Address	Facsimile Number	

Authorized Official *(Individual empowered to enter into and amend contractual instruments in the name and on behalf of the Contractor):*

		() -
Name	Title	Telephone Number
Street Address	Town, State	Zip Code
E-mail Address	Facsimile Number	
Signature		

ATTACHMENT B: Connecticut Department of Correction Facility Listing



Bergin, Enfield, Gates & Webster are closed facilities

FACILITY	ADDRESS	POPULATION AS OF 12/31/2018
Bridgeport CC	1106 North Avenue Bridgeport, CT 06604	757
Brooklyn CI	59 Hartford Road Brooklyn , CT 06234	449
Carl Robinson CI	285 Shaker Road, Enfield , CT 06082	1,430
Cheshire CI	900 Highland Avenue Cheshire , CT 06410	1,260
Corrigan-Radgowski CC	986 Norwich-New London Turnpike Uncasville, CT 06382	1,215
Garner CI	50 Nunnawauk Road, Newtown, CT 06470	544
Hartford CC	177 Weston Street Hartford, CT 06120	895
MacDougall-Walker CI	1153 East Street, South Suffield , CT 06080	1,912
Manson YI	42 Jarvis Street Cheshire, CT 06410	445
New Haven CC	245 Whalley Avenue, New Haven, CT 06511	721
Northern CI	287 Bilton Road, Somers, CT 06071	271
Osborn CI	335 Bilton Road, Somers, CT 06071	1,329
Willard-Cybulski CI	391 Shaker Road Enfield , CT 06082	1,129
York CI	201 West Main Street Niantic, CT 06357	930

ATTACHMENT C: Connecticut Department of Correction Administrative Directive 10.18

1. Policy. Department of Correction facilities shall serve nutritious meals in a cost-effective manner while maintaining high levels of security, safety and sanitation. The quality of food services shall be maintained at the highest level and subject to an inspection and reporting program.
2. Authority and Reference.
 - A. Connecticut General Statutes, Sections 18-81 and 19a-36.
 - B. Regulations of Connecticut State Agencies, Section 19-13-B42.
 - C. Public Health Code Regulations, Sections 19-13-B42 and 19-13-B77.
 - D. National School Lunch Act (42 U.S.C. 1751).
 - E. Administrative Directive 2.7, Training and Staff Development.
 - F. American Correctional Association, Standards for the Administration of Correctional Agencies, Second Edition, April 1993, Standard 2-CO-4C-01.
 - G. American Correctional Association, Standards for Adult Correctional Institutions, Fourth Edition, January 2003, Standards 4-4313 through 4-4328 and 4-4380.
 - H. American Correctional Association, Performance-Based Standards for Adult Local Detention Facilities, Fourth Edition, June 2004, Standards 4-ALDF-4A-03 through 4-ALDF-4A-10.
3. Definitions. For the purposes stated herein, the following definitions apply:
 - A. Common Fare. A diet which meets all nutritional requirements and reasonably accommodates recognized religious dietary restrictions.
 - B. Master Menu. A 28-day menu cycle set up to meet or exceed the Recommended Dietary Allowance (RDA) for all populations assessed.
 - C. Registered Dietician. A person, who meets requirements for membership in the American Dietetic Association, has successfully completed the examination for registration and maintains continuing education requirements.
 - D. Therapeutic Diet. A diet specially prescribed by a physician for medical reasons.
4. Nutritional Services Operations Manual. The Correctional Chief of Food Services shall develop and maintain a manual detailing the operation of the Nutrition and Food Services Unit. The manual shall be submitted to the Deputy Commissioner of Administration for annual review and approval.
5. Administrative Responsibilities.
 - A. Correctional Chief of Food Services. The Correctional Chief of Food Services shall oversee and coordinate the food service function for the Department and provide technical supervision to each facility. The Correctional Chief of Food Services shall directly supervise the Food Production Manager and District Food Service Managers.
 - B. District Food Service Manager. Each District Food Service Manager shall:
 1. supervise and oversee the facilities assigned;
 2. conduct annual food service audits;
 3. conduct monthly inventory audits;

4. review all facility purchases;
5. monitor and schedule training for staff;
6. conduct counseling and disciplinary action;
7. monitor and maintain monthly food costs;
8. oversee the food service staff and staff cost;
9. maintain cleanliness and sanitation;
10. complete any necessary reports (e.g., Site Visit Report, etc.); and,
11. implement the master menu and therapeutic diets.

Each District Food Service Manager shall report to the Correctional Chief of Food Services, and consult with the Unit Administrators on matters pertaining to the facility food service functions and shall report through the Correctional Chief of Food Services on matters pertaining to the daily food service operation.

C. Food Production Manager. The Food Production Manager shall:

1. supervise the daily operation of the production kitchen,
2. oversee the food and operational cost,
3. monitor and maintain equipment (preventative maintenance),
4. maintain cleanliness and sanitation,
5. oversee the training of staff,
6. complete any necessary reports,
7. consult with the Correctional Chief of Food Services on matters pertaining to the food service function; and,
8. report through the chain of command on matters pertaining to the daily food service operation.

D. Lead Food Service Supervisor. Each facility with on-site food preparation shall have a Food Service Supervisor who shall supervise the food service operation of the facility. The Lead Food Service Supervisor shall be responsible for the daily operation of the facility's kitchen and all related reports. Each Lead Food Service Supervisor shall report to their assigned District Food Service Manager.

6. Menu Planning.

- A. Master Menu. The Master Menu shall be developed by the Correctional Chief of Food Services with input from the District Food Service Managers and Lead Food Service Supervisors. The Master Menu shall be approved by the Correctional Chief of Food Services and a Registered Dietician.
- B. Master Menu Planning Criteria. The Correctional Chief of Food Services shall prepare menus considering nutritional adequacy, inmate preferences, costs, physical layout, cost of equipment and staff complement, variety in method of preparation and frequency and other relevant factors to good dietary practice. Preparation shall consider food flavor, texture, temperature, appearance, and palatability.
- C. Common Fare. Each facility shall adhere to the guidelines of the common fare program in accordance with the Nutritional Services Operations Manual.
- D. Menu Adjustments. Each facility shall request approval for any adjustments to the Master Menu from the District Food Service Manager or the Correctional Chief of Food Services. All food preparation shall follow standard recipes as developed by the Correctional Chief of Food Services.

7. Security. The food preparation, serving, and dining areas shall be maintained at a high level of security. Staff shall be trained in security procedures prior to assignment in accordance with Administrative Directive 2.7, Training and Staff Development.
8. Cycle Menu. The Department shall operate on a four (4) week cycle menu which shall be distributed in advance of actual use to facilitate the ordering of food and supplies and to ensure a continuity of supplies.
9. Therapeutic Diets. The therapeutic dietary requirements as prescribed by the facility physician shall be produced in accordance with the Nutritional Services Operations Manual. Any deviations shall require the approval of the Correctional Chief of Food Services in consultation with a registered dietician.
10. Sanitation. Food preparation, serving and dining areas shall be maintained at a high level of cleanliness and inspected for cleanliness before and after each meal in accordance with Public Health Code Regulations. Personnel involved in food preparation and serving shall maintain a high level of personal hygiene, wear protective headgear and gloves, be trained in appropriate sanitary regulations prior to assignment, and wash their hands at the start of each shift, throughout the shift as needed and upon any use of toilet facilities.
11. Food Service Requirements. Food service requirements shall be followed in accordance with Public Health Code regulations. Portion controls shall be according to the Master Menu requirements. The time and temperature requirements between food preparation and service shall be kept within the guidelines for safe food handling procedures in accordance with the Nutritional Services Operations Manual and Public Health Code Regulations. All inmates shall be served the regular menu with the only exceptions being those authorized for therapeutic diets or common fare menu. Food shall not be withheld or used as a disciplinary measure or sanction. Except for emergencies or as approved in writing by the Deputy Commissioner of Administration, three (3) meals shall be served in each 24-hour period of which at least one (1) meal shall contain a hot entree. Not more than 14 hours shall elapse between the evening meal and breakfast.
12. Meal Records. In the event an issue arises regarding a particular meal, the Shift Commander or designee shall complete form CN 101801, Food Service Report to the Unit Administrator and forward the report to the Unit Administrator for review. The Unit Administrator shall forward the report, with any comments, to the Correctional Chief of Food Services for review and appropriate action. Other record keeping shall be in accordance with the Nutritional Services Operations Manual.
13. Food Service Audits. Each District Food Service Manager shall perform an annual food service audit at each facility assigned to the manager utilizing form CN 101802, Food Service Audit and forward the results and/or findings to the Correctional Chief of Food Services and Unit Administrator. The District Food Service Manager shall conduct three (3) quarterly Focused Food Service Inspections. Such inspections shall be documented utilizing Attachment-A, Focused Food Service Inspection Report and forward the results and/or findings to the Correctional Chief of Food Services and Unit Administrator. The Unit Administrator in conjunction

with the Lead Food Service Supervisor shall be responsible for correcting any deficiencies noted in the audit.

14. Inventory Control. The Lead Food Service Supervisor shall maintain and monitor a food inventory necessary for the daily operation of the food service department. Once a month, an inventory shall be conducted and accumulation of receipts tallied to derive a food cost. Requisition forms shall be completed to ensure accountability of food leaving the kitchen, aside from the normal use for production.
15. Forms and Attachments. The following forms are applicable to this Administrative Directive and shall be utilized for the intended function:
 - A. CN 101801, Food Service Report to the Unit Administrator; and,
 - B. CN 101802, Food Service Audit.
 - C. Attachment-A, State of Connecticut Department of Public Health Focused Food Service Inspection Report (Pages 1-3)
16. Applicability to inmates housed at Manson Youth Institution and York Correctional Institution. The provisions of this Administrative Directive may be changed on a facility specific basis to accommodate the management of inmates under the age of 21 as requested by the Unit Administrators of Manson Youth Institution and York Correctional Institution. Such changes shall be approved by the Commissioner of Correction and shall be published in the Unit Directives of the affected facilities.
17. Exceptions. Any exceptions to the procedures in this Administrative Directive shall require prior written approval from the Commissioner.

**REQUEST FOR PROPOSALS
RFP # DOC-NAS-19-SH
Department of Correction
February 2019**

ATTACHMENT D: Letter of Intent

Return to:
Stacey Hubert
Department of Correction
24 Wolcott Hill Road
Wethersfield, CT 06109
860-692-7635 (Telephone)
Stacey.Hubert@ct.gov (E-mail)

The organization below intends to submit a proposal in response to the above referenced RFP.

Note: This letter is a non-binding expression of interest and does not obligate the sender to submit a proposal.

Prospective Proposer:

		() -
Legal Name		Telephone Number
Mailing Address	Town, State	Zip Code

Contact Person:

Name		Title
Mailing Address	Town, State	Zip Code
() -	() -	
Telephone Number	FAX Number	E-mail Address

Person Authorized to Sign Contract:

Name	Title
Signature	Date

ATTACHMENT E. CTDOC Guide for Contractors in the Correctional Environment

CONNECTICUT DEPARTMENT OF CORRECTION Guide for Contractors in the Correctional Environment

Correctional contractors, due to the nature of the correctional environment, are expected to adhere to very specific standards of behavior. The work rules listed below are of a most basic nature and it is the Contractor's responsibility to become familiar with them. Violations of any of these rules may subject the Contractor to payment reduction, contract termination and/or criminal charges.

I. Entrance In/Out of a Facility

Contractors should always contact the facility prior to arriving in order to ensure that Operational needs will allow for entrance. Contractors should allow 20-30 minutes for entrance into the facility. All contractors and contractor employees shall be made to pass through a metal detector prior to entrance into a facility. Failure to clear the metal detector may require a physical search. To this end, items conveyed into the facility should be limited. Cell phones, video/audio recording devices, firearms, and tobacco products are strictly forbidden. Additionally, the following rules shall apply:

- A.** Contractors shall not convey any item onto facility premises with the intent of conveyance to an inmate without prior written approval of the Warden or his/her designee.
- B.** Contractors shall not convey any item received from or by an inmate off of facility premises without prior written approval of the Warden or his/her designee.
- C.** Contractors shall not convey mail or correspondence to or from an inmate without prior written approval of the Warden or his/her designee.
- D.** Contractors shall not, at any time, possess a firearm on facility property.
- E.** Contractors shall not possess any item that may be utilized as a weapon or contraband, such as: knives, files, hacksaw blades, metal cutting tools, cutting torches, drugs, narcotics, poisons, hair tonic, acids, shellac, and any liquids with alcoholic content.

If such items are needed to render the services provided under the contract, they shall be authorized by the Warden or his/her designee and stored in places secured against unauthorized access. Only the proper staff shall distribute such materials; quantities entrusted to inmates shall only be sufficient for the immediate purpose to be served and shall be used under careful supervision.

II. Conduct Within a Facility

It is important for contractors to understand that a correctional facility can be a dangerous environment. To that end, contractors should be cognizant of their surroundings at all times and adhere to the following rules:

- A.** Dress appropriately. Pocket books and knotted ties are discouraged, and may be disallowed. Clothing should not be provocative or revealing in any way. Excessive jewelry is discouraged. Shoes should be low heeled with closed toes.
- B.** Refrain from using signs of affection as they may be misinterpreted.
- C.** Contractors shall not leave their work area, for any reason, without a CTDOC escort.
- D.** Contractors shall conduct themselves professionally at all times. Profane, indecent or humiliating language will not be tolerated.
- E.** Contractors shall not affix any signs or posters to facility property without prior written approval of the Warden or his/her designee.
- F.** Contractors shall not take photographs while on facility premises without prior written approval of the Warden or his/her designee.
- G.** Contractors shall not report to the facility while under the influence of drugs or alcohol. Medication containing any narcotic or controlled substance shall not be allowed on facility premises without prior written approval of the Warden or his/her designee.
- H.** Contractors shall remain fully attentive to their surroundings while on facility premises.
- I.** Contractors shall report sickness, accidents or unusual behavior of inmates to a CTDOC staff member immediately.
- J.** Contractors shall report sickness or accident of/by themselves to a CTDOC staff member immediately.
- K.** Contractors shall report loss of keys or personal items to a CTDOC staff member immediately.

III. Inmate Contact

Any individual entering a facility will have contact with inmates. Regardless of how limited the interaction, it is imperative for contractors entering the facility to understand certain rules for interaction with inmates.

- A. Do not give or receive any item, gift or loan from an inmate without prior written authorization from the Warden or his/her designee.
- B. Do not engage in any form of business venture with an inmate.
- C. Do not discuss other contractors, inmates or CTDOC staff with any inmate.
- D. Treat inmates in a civil and professional manner at all times. Never show preferential treatment, and remain objective.
- E. Keep your word! Do not make promises you are unable to keep.
- F. Avoid undue familiarity with inmates.

Do not divulge any personal information about yourself, another inmate, or CTDOC staff. While not all inmates are manipulative, possession of such information will make the contractor vulnerable.

Do not become personally involved with any inmates' private or family matters (except for specific professional reasons). Do not accommodate any requests for favors.

Whenever possible, use formal titles such as, Mr., Ms., Sir, Captain, etc. Do not accept excessive compliments from inmates.

- G. Show discernment, some inmates survive on manipulation. Always check the facts.
- H. If an inmate becomes hostile, back off and remain calm. If alone, slowly move to where CTDOC staff can see you.

IV. Miscellaneous Rules

- A. Contractors shall not release information relative to services provided to CTDOC without prior written approval of CTDOC.
- B. Contractors shall notify the Warden or his/her designee immediately, in writing, if next of kin, known relative or personal friend of the Contractor or employee of the Contractor becomes incarcerated at the facility the Contractor is providing services to. Such notification shall be held confidential by CTDOC.
- C. Contractors shall notify the Warden or his/her designee immediately, in writing, if Contractor or employee of the Contractor is arrested. Such notification shall be held

confidential by CTDOC. At the discretion of CTDOC, the arrested individual may be barred from entering the facility.

D. Confidentiality of CTDOC and inmates shall be adhered to at all times.

V. Safety and Security

In the event of an emergency situation, it is important for Contractors to adhere to the following guidelines.

- A.** If there is doubt as to a course of action, consult CTDOC staff.
- B.** Adhere to the directions of CTDOC staff at all times. In the event of an emergency, the Contractor may be directed to leave the area they are working in. Do so in an orderly and timely fashion.
- C.** If there is an incident in the Contractor's immediate area, allow CTDOC staff to follow procedures for reporting such. If CTDOC staff is unable to report the problem, utilize the nearest phone to call the facility control center to report the issue. The facility will notify you of the appropriate number prior to entrance. If it is impractical to utilize the phone, simply knock the receiver off the hook. This will notify the facility control center that there is a problem in your area, and staff will be dispatched appropriately.
- D.** If an inmate becomes hostile, back off and remain calm. If alone, slowly move to where CTDOC staff can see you. Do not attempt to be a hero, and do not confront the inmate directly. Doing so may compromise your safety.

It is important to realize that this guide does not address every situation and is not all encompassing. It does represent basic requirements necessary to perform the duties effectively and safely within the correctional setting. Failure to adhere to these standards of performance and personal conduct is unacceptable and will be handled accordingly.

Where conflict between this document and language contained in the body of the contract, the contract language shall apply.