

Vermont Department of Corrections

Request for Proposals

Project Title: Certified/Licensed Polygraph Examiner for the Department of Corrections

Contract Period: 09/01/2018 – 08/31/2020

Date RFP Issued: 04/27/2018

Bidders Conference: N/A

Date of Bid Closing: 05/25/2018

Date of Bid Opening: 05/29/2018

Location of Bid Opening: VT Department of Corrections, Vermont Center for Prevention & Treatment of Sexual Abuse, NOB 2 South, 280 State Drive, Waterbury, VT

Single Point of Contact: Kristy Hetzel, Risk Intervention Admin Coordinator

Contact Address: Vermont Department of Corrections
VCPTSA
NOB 2 South, 280 State Drive
Waterbury, VT 05671-2000

Phone: (802)241-0028

Email: Kristy.hetzel@vermont.gov

1. Overview

1.1 Requests for Proposals

The Vermont Department of Corrections (DOC), Vermont Center for Prevention & Treatment of Sexual Abuse is seeking proposals to provide polygraph examinations for correctional clients under the supervision of the Vermont Department of Corrections, Vermont Treatment Program for Sexual Abusers (VTPSA). Anticipated contract period will be 09/01/2018 through 08/31/2020, with option to renew for up to a two-year period. The option to renew will be based upon performance of contractor and continued funding.

1.2 Background and Need Statement

Seeking a VT Licensed Polygraph Examiner certified to conduct sex offender polygraphs. Must have own transportation and have the ability to travel statewide. Polygraph Examiner will be required to interview, write reports, work with a team of DOC professionals and discuss polygraph results. Testifying in Court may be necessary when directed by the Department of Corrections staff.

2. Scope of Work

- Incumbent will provide polygraph examinations for Correctional Clients under the supervision of the Vermont Department of Corrections, VTPSA Program.
- Comply with the APA standards for polygraph testing of sex offenders.
- Polygraphs will be conducted on an agreed upon schedule throughout the duration of the contract period statewide.
- Polygraph Examiner will provide a written report within five (5) working days of the examination.
- Video-tape all examinations and forward all video-tapes to the Vermont Center for the Prevention & Treatment of Sexual Abuse (VCPTSA).
- Consult with the Department of Corrections' staff on the results of the polygraph examinations within 24 hours of the examination and participate in treatment team meetings.
- Provide Correctional clients with an informed consent in writing at the time

of the examination using a form approved by the Department of Corrections.

- Testify at Court proceedings if requested by the State.

3. General Provisions

3.1 Contract Terms

The selected contractor will sign a contract with the State of Vermont, DOC to carry out the specifications and provide the activities detailed in the proposal. Terms and conditions from this RFP and contractor's response will become part of the contract. This contract will be subject to review throughout its entire term. The State of Vermont, DOC will consider cancellation upon discovery that a contractor is in violation of any portion of the agreement, including an inability by the contractor to provide the products, support and/or service offered in their response.

3.2 Contract Award

The State of Vermont, DOC may award one or more contracts and reserves the right to make additional awards to the same vendor or other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the State of Vermont, Department of Corrections.

3.3 Ownership of Work Product and Intellectual Capital

Except for proprietary or commercial software, the State of Vermont, DOC will have all ownership rights to the documentation designed, developed, and/or utilized for this contract. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, and, written procedures and documents, regardless of the state of completion, which are custom developed and/or are the result of the services required under this contract, shall be and remain the property of the State of Vermont, DOC and shall be delivered to the State of Vermont, DOC upon 30 days' notice by the State of Vermont, DOC. A vendor shall not sell a work product or deliverable produced under a contract awarded as a result of bids without explicit permission from the State of Vermont, DOC.

3.4 Penalties and/or Retainage

3.5 Subcontractors

Any subcontractors hired by the primary contractor must adhere to the same standards and contract provisions applicable to the primary contractor. The primary contractor retains overall responsibility for contract performance. The primary contractor must advise the State of Vermont, DOC of intent to hire a subcontractor and provide the name of company, name of president/owner and location of company. The State of Vermont, DOC reserves the right to reject the hiring of subcontractor during the term of contract.

3.6 Invoicing

All invoices are to be submitted by the Contractor on the Contractor's standard invoice. The invoice must include the following: a signed signature, name and address for remittance of payment by the state, the contract number, date of performance and a brief description of the service or product provided.

3.7 Contractor Performance Guidance

All bidders will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of project deliverables will occur at intervals agreed upon by both the State and the Contractor and designated in the contract.

3.8 Contractor Staffing

Key staff member(s) must be assigned to this contract for the full duration proposed. None of the key staff member(s) may be reassigned or otherwise removed early from this project without explicit written permission of the State of Vermont, DOC.

The Contractor must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Contractor's proposal. The Contractor may propose other staff members as "key" if desired. The Contractor will make every reasonable effort to ensure that the early removal of a key staff member has no adverse impact on the successful completion of this project.

3.9 Key Contractor Responsibilities

The selected Contractor must assume primary responsibility for the implementation of the contract specifications and activities.

3.9.1 The Contractor will successfully implement the plan to accomplish the tasks described and defined in the Scope of Work.

3.9.2 The Contractor must abide by all State policies, standards and protocols as provided, and defined in this contract. Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. **No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.**

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$500,000 combined single limit. Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$1,000,000.00 *per* occurrence, and of \$3,000,000.00 aggregate.

3.9.3 The Contractor must abide by all Federal Regulations if applicable to this contract.

4. Management Structure and General Information

4.1 Project Management

The Contractor will be accountable to the State of Vermont, Department of Corrections, Vermont Center for Prevention & Treatment of Sexual Abuse (VCPTSA) Field Operations Manager, and holds responsibility for the project deliverables, schedule and adherence to contract provisions. The Contractor must abide by all DOC standards and protocols as defined by the VCPTSA Co-Director / Field Operations Manager.

4.2 Status Reports

The Vermont Department of Corrections, VCPTSA reserves the right to call meetings with the contractor either in person or by conference call to ensure that unresolved issues are resolved during this contract period. The contractor will be accountable in advising the VCPTSA Field Operations Manager of this contract or designee when/if performance measures agreed upon will not be met.

5. Proposal Requirements

5.1 Proposal Guidelines

This RFP defines the scope of work required and work/management structure within which the chosen Contractor must operate. To be considered for selection, bidders must complete all responses to this RFP in the format described in this document. Proposals not meeting the requirements described in this RFP will not be considered.

5.2 Single Point of Contact

The VCPTSA Risk Intervention Admin Coordinator is the sole contact for this proposal. All communications concerning this RFP are to be addressed in writing to the attention of Kristy Hetzel, Risk Intervention Admin Coordinator on cover sheet of this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal as determined by the State of Vermont, DOC.

5.3 Question and Answer Period

Any bidder requiring clarification of any section of this proposal or wishing to submit questions may do so according to the **5.5 Timetable** schedule listed in this section. Questions may be e-mailed to the Program Chief listed on page 1 of this proposal. Any clarification or questions submitted following the last day of the question period to the RFP will not be responded to.

At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site:

<http://www.vermontbusinessregistry.com>

Every effort will be made to have these available soon after the question period ends, contingent on the number and complexity of the questions.

5.4 Bidders Conference Call

None

5.5 Timetable

The table below presents the DOC schedule for this RFP and contracting process. Please note that the DOC may change this schedule at any point.

RFP published	04/27/2018
Written questions due	05/16/2018
Response to questions	05/21/2018
Proposal due (see Section 5.6 for detailed instructions on proposal format and submission instructions)	05/25/2018
Anticipated "Start Work Date"	09/01/2018

The State reserves the right to accept or reject any or all proposals. Selected State staff will evaluate proposals. If a proposal is selected, the chosen Contractor will be invited to negotiate a contract for all or part of the activities outlined in this RFP. Work to be completed under this contract will commence no later than 09/01/2018.

5.6 Proposal Submission

Bidders must submit original and 2 copies of the proposal with a signed cover letter.

The State reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

Please note that all pages of the bidder's proposal containing confidential and proprietary information must be clearly marked "Proprietary and Confidential." After completion of this bid process, all proposal materials are in the public

domain. Proposals may not be marked "Proprietary and Confidential" in their entirety.

The proposal must be organized in the order described below. Use the numbering designations outlined.

Bidders will submit their proposal to:

Kristy Hetzel, Risk Intervention Admin Coordinator
Vermont Department of Corrections
VCPTSA
NOB 2 South, 280 State Drive
Waterbury, VT 05671-2000

The closing date for the receipt of proposals is 05/25/2018 at 3:00 p.m. EST.

Bid must be delivered to the address listed above prior to that time. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the bidder. There are no exceptions to the closing date conditions.

Delivery Methods:

U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the State prior to the time of the bid opening.

EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box.

HAND DELIVERY: Hand carried bids must be delivered to Vermont Department of Corrections, Vermont Center for Prevention & Treatment of Sexual Abuse, NOB 2 South, 280 State Drive, Waterbury, VT 05671-2000.

ELECTRONIC/EMAIL: Electronic bids will / will not be accepted.

FAXED BIDS: Faxed bids will not be accepted.

5.7 Proposal Format

Proposals must be no longer than 20 pages, excluding staff résumés, the cost proposal and references.

The format of the vendor's proposal must include, at a minimum the following chapters, numbered as follows:

5.8 Response Section I: Cover Letter, Vermont Tax Certificate and Insurance Certificate

The cover letter must be signed and dated by a person authorized to legally bind the vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. This must be completed and submitted as part of the response for the proposal to be considered valid. See Attachment C.

Along with introductory remarks, the cover letter must include by attachment the following information about the vendor and any proposed subcontractors:

- Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
- Legal status of the vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
- Disclose if you, your Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement over the past five years has been convicted, imprisoned, placed on probation or under supervision, or fined for any violation of any law including motor vehicle violations.
- Disclose if you, Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement has been convicted of a felony.
- Location of the facility from which the vendor would operate.
- Number of years experience carrying out the activities of this contract.
- Demonstrate adequate financial resources and be financially sound as proven by furnishing balance sheet/financial statements, showing that the vendor has been in business continually for the last three (3) years.
- Provision of a single point managerial level contact to coordinate all State requirements and to be the point of contact for any problems/questions that may arise.

- Statement showing agreement that vendor's procedures shall be in compliance with all applicable Federal and State laws.
- Insurance Certificate must be included in Response Section I.
- Vermont Tax Certificate must be included in Response Section I.
- Statement outlining your acceptance of conditions outlined in the RFP and with the State's contract provisions.

Response Section II: General Background and Qualifications

Bidder must provide the following information about their company so that the DOC can evaluate the bidder's stability and ability to support the commitments set forth in response to the RFP. The DOC may require additional documentation to support and/or clarify requested information.

- A brief description of the company, including past history, present status, and if fitting future plans, etc.
- Company size and organization.
- Disclose any history of defaults, contract terminations, and bankruptcies.

Response Section III: Ability and Approach to Implement the Activities and Specifications of this Contract

The section of the proposal will contain the ability and approach that the vendor will take in implementing the activities and specifications described in this RFP (Section 2, Scope of Work). This section should include activities/tasks the contractor will accomplish along with measurable outcomes.

Response Section IV: References

In order to validate the highest-ranking proposal, references will be contacted for further input. These clients may be contacted to determine the quality of the work performed and the personnel assigned to the project. The results of the reference calls will be used by the evaluation team in developing its recommendation for awarding the contract.

Bidder must provide at least three (3) references along with the name, title,

phone number, and email address of the person who can speak to the bidder's work and experience.

Response Section V: Staffing

Response Section VI: Proposed Work Plan (Response to Requirements)

This section should contain the following information about how the bidder will implement the approach described in Responses Section III, to accomplish the goals of the project.

Response Section VII: Quality Control

Response Section VIII: Cost Proposal

Response Section IX: Exceptions

If the vendor should choose not to address a certain Activity, Deliverable or Condition, the vendor's proposal must clearly explain why and what the vendor proposes as an alternative.

Response Section X: Bidder's Review of RFP, State Contract Template, and Insurance Requirements.

Vendor has reviewed the terms and all provisions of the Request for Proposal, the State of Vermont contract template and insurance requirements and accepts conditions set forth.

6. Proposal Evaluation

The evaluation team will **determine** if each proposal is sufficiently responsive to the RFP to permit a complete evaluation of the individual/organization and experience. Proposals must comply with the instructions to bidders contained in **Section 5: Proposal Requirements**. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive irregularities.

6.1 Minimum Requirements

Minimum requirements for a proposal to be given consideration are:

- The proposal must have been received by specified date, hour (Eastern Standard Time) and in the number and form of copies specified.
- The proposal must contain the following items in the following order:
 - Response Section I: Cover Letter and Insurance Certificate
 - Response Section II: General Background and Qualifications
 - Response Section III: Ability to Implement the Activities and Specifications of this Contract
 - Response Section IV: References
 - Response Section V: Staffing
 - Response Section VI: Proposed Work Plan
 - Response Section VII: Quality Control
 - Response Section VIII: Cost Proposal
 - Response Section IX: Exceptions
 - Response Section X: Acceptance of RFP and State Contract Conditions

6.2 Finalists Presentations

N/A

6.3 Method of Award

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, the State of Vermont, Department of Corrections will select one bidder based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the DOC. The selected vendor will be requested to enter into negotiation with the State of Vermont on contract specifications, including detailed work plans, deliverables and timetables.

In the event the DOC is not successful in negotiating a contract with a selected

bidder, the DOC reserves the option of negotiating with another bidder.

Any contract negotiated must undergo review and signature according to statute and policy.

The Contractor will be paid monthly for completed deliverables set forth in the contract.

Penalties and/or Retainage will be a condition of this contract.

The contract for the Certified/Licensed Polygraph Examiner for Correctional Clients is for two years: 09/01/2018 through 08/31/2020. The contract may be renewed without rebidding for up to two years with approval from the Administration.