

Vermont Department of Corrections



Request for Proposals

Project Title: Out of State Incarcerated Inmate Housing

Anticipated Contract Period: TBD

Date RFP Issued: 3/20/2018

Questions Deadline: 04/03/2018

Bidders Conference: 04/10/2018

Responses to Questions: 04/24/2018

Date of Bid Closing/Proposals Due: 05/16/2018

Date of Bid Opening: 05/17/2018

Single Point of Contact: Shannon Marcoux, Facilities Operations Manager

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

Phone: (802)241-0017

Email: shannon.marcoux@vermont.gov

1. Overview & Request for Proposal

The Vermont Department of Corrections is soliciting proposals to provide for the confinement and supervision for up to 350 Vermont inmates in an out of state facility. These inmates are Minimum, Medium, and Close custody offenders under the Vermont Department of Corrections (VTDOC) classification system. However, they may score at higher custody levels under other states' classification systems. Please provide appropriate information regarding your state's classification system as well as laws and requirements for housing inmates from other states. Please provide a quote that includes all the following:

- A) Cost of housing based on a tiered system determined by the inmate population (1-100 inmates, 101-200 inmates, 201-300 inmates, etc.), to include a starting per diem rate as well as any inflationary costs during the life of the contract.
- B) Transportation of these inmates from Springfield, Vermont to your site for up to 30 inmates once per month.
- C) Contractor shall provide comprehensive healthcare services, including but not limited to medical, dental, mental health, pharmacy, off-site, administrative oversight, and hospital services, to VTDOC inmates (consistent with Appendix 1 – Description of Health Services).
- D) Contractor shall provide an annual credit in the amount of Fifty Thousand Dollars (\$50,000.00) for contract monitoring.
- E) Contractor shall provide the Vermont Contract Monitor office space that has a lock, a desk, chair, telephone/fax/computer lines (for internet access only). Contractor will not be responsible for fax or non-business-related telephone costs.
- F) Contractor shall provide Vermont Corrections Service Specialists (caseworkers) with space to meet privately with Vermont inmates. This space shall include a desk, chair, telephone, internet access (wired or wireless). Contractor will not be responsible for non-business-related phone calls.
- G) Contractor shall ensure their facility(s) have video conferencing capabilities in accordance with State of Vermont systems and standards. VTDOC will be invoiced monthly for all costs associated with video conferencing use by the VTDOC.
- H) Contractor shall ensure that there is at least one dedicated, unmonitored telephone line available for Vermont inmates to place and receive telephone calls to and from attorneys, Vermont courts, and the Vermont Parole Board.
- I) Contractor agrees to use the VTDOC Disciplinary, Administrative Segregation, Protective Custody, Disciplinary Segregation, Reporting, and Grievance directives and procedures. VTDOC will provide training and Quality Assurance in these areas.
- J) Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (28 C.F.R. Part 115, Docket No. OAG-131. R1N 1005-Date May 17, 2012), and will adopt all applicable PREA Standards for preventing, detecting, monitoring, investigating, and

eradicating any form of sexual abuse within the Contractor's facilities that house Vermont inmates. The Contractor acknowledges that, in addition to "self-monitoring requirements", State of Vermont Staff will conduct announced and/or unannounced, compliance monitoring to include "on-site" monitoring to ensure that Contractor is complying with PREA standards.

K) Contractor shall ensure that all inpatient hospital claims are processed through the Vermont Department of Vermont Health Access (Vermont's Medicaid program), since all Vermont inmates may receive Medicaid benefits for inpatient hospital services, even if those services are provided out of state.

L) Contractor shall work with the VTDOC IT Manager to provide a data interface with the VTDOC Offender Management System (OMS) and Electronic Health Record (EHR) according to State of Vermont Policies. A list of the Agency of Human Service security policies can be found at <http://humanservices.vermont.gov/policy-legislation/policies/05-information-technology-and-electronic-communications-policies/> and a list of State of Vermont security policies can be found at http://dii.vermont.gov/Policy_Central.

M) Contractor shall provide a secure and monitored location to house Vermont-specific legal material and equipment in accordance with DOC Policy 385.

N) Contractor shall provide necessary care and treatment, to include food, clothing, appropriate housing, education, training, work programs, and comprehensive healthcare services. The contractor shall provide safe, supervised confinement, and maintain proper discipline and control. The contractor shall faithfully execute the sentences and orders of the committing courts.

O) The contractor shall notify the State of Vermont of the following events within 1 hour; death of an inmate, illness/medical condition (life threatening or high-lethality), suicide attempt (life threatening or high-lethality), escape or attempted escape, hostage situation.

The contractor shall notify the State of Vermont of the following events within 24 hours; medical or mental health conditions that requires transport to a hospital, placement in the infirmary/medical/MH observation, assault/attempted with the use of a weapon, evacuation or facility lockdown, use of any restraints for more than two hours, use of force in which there is an injury to a Vermont inmate requiring medical treatment, alleged or known assault by an employee or civilian, alleged or known PREA incident, disturbance involving three or more inmates which is not brought under control within 15 minutes, property destruction rendering a living unit or support service area unusable, use of chemical agents including hand-held OC units.

2. General Provisions

The Vermont Department of Corrections (VTDOC) is issuing this Request for Proposals ("RFP") to execute a contract up to 350 incarcerated beds in an out of state facility.

2.1 Contract Term

The Department intends to award this contract for a period of two (2) year period, with the right to extend the contract for one (1) additional two (2) year term, depending on available funding and at the discretion of the State. Standard conditions by which the contract will be governed are detailed in Appendices 2, 3, and 4.

2.2 Point of Contact

Questions concerning this Request for Proposals must be directed in writing by mail, e-mail or fax to:

Shannon Marcoux, Facilities Operations Manager

shannon.marcoux@vermont.gov

Vermont Department of Corrections

NOB 2 South

280 State Dr.

Waterbury, Vermont 05671-2000

Phone: 802-241-0017

Fax #: 802-241-0020

2.3 Bidder's Conference

Prospective proposers will have an opportunity to ask questions regarding this procurement at a bidder's conference scheduled for Tuesday, April 10, 2018 from 12:00 PM to 3:00 PM EST. The conference will be held at the following location:

Vermont Department of Corrections

NOB 2 South

280 State Dr.

Waterbury, Vermont 05671-2000

Attendance at the bidder's conference is not mandatory but is strongly recommended. The conference is intended to be an interactive exchange of information, with appropriate State of Vermont staff available to provide clarification and/or answers to questions.

Proposers must submit written questions and discussion points in advance of the bidder's conference. Written copies of the submitted questions will be distributed to attendees of the bidder's conference. The State may choose to respond verbally at the conference, but the written answers to questions posed from the bidders will be considered the official answer(s) those questions.

2.4 Submission Deadline and Address

To be considered a valid proposal, 1 original, 7 duplicates, as well as an electronic version (flash drive, CD) must be received at the following address no later than 12:00 noon PM ET Thursday, May 16th,2018. Faxes and late responses will not be accepted.

For submission format and guidelines contact;

Shannon Marcoux, Facilities Operations Manager

Vermont Department of Corrections

NOB 2 South

280 State Dr.

Waterbury, Vermont 05671-2000

The Department reserves the right to reject, in whole or in part, all proposals received by reason of this Request for Proposals. The Department will not pay for any information herein requested nor will the Department be responsible for any costs incurred by the proposer. All proposals shall become the property of the Department upon submission. The Department reserves the right to negotiate the final cost and terms during the contract negotiation phase. Any proprietary information offered by proposer should be clearly indicated and the basis, upon which such proprietary interest is asserted.

2.5 Contract Terms

The selected contractor will sign a contract with the DOC to carry out the specifications and provide the activities detailed in the proposal. Terms and conditions from this RFP and contractor's response may become part of the contract. This contract will be subject to review throughout its entire term. The 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.

2.6 Contract Award

The 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 DOC.

2.7 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 DOC of intent to hire a subcontractor and provide the name of company, name of president/owner and location of company. The DOC reserves the right to reject the hiring of subcontractor during the term of contract.

2.8 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.

2.9 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.

2.10 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 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.

2.11 Key Contractor Responsibilities

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

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

2.11.2 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this 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 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury

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. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured: The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change: There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

3. Management Structure and General Information

3.1 Project Management

The Contractor will be accountable to the Facility Operations Manager and his/her designee(s), 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 Facilities Operations Manager and his/her designee(s).

3.2 Status Reports

The Vermont Department of Corrections 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 Program Manager of this contract or designee when/if performance measures agreed upon will not be met.

4. Proposal Requirements

4.1 Proposal Guidelines

This RFP defines the scope of work required and work/management structure within which the chosen Contractor must operate. In order 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.

4.2 Single Point of Contact

The Facilities Operations Manager is the sole contact for this proposal. All communications concerning this RFP are to be addressed in writing to the attention of Shannon Marcoux as listed 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 DOC.

4.3 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 **Timetable** schedule listed in this section. Questions may be e-mailed to the single point of contact 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.

4.4 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	3/20/18
Written questions due	4/03/18
Response to questions	4/24/18
Proposal due (see Section 4.6 for detailed instructions on proposal format and submission instructions)	5/16/18
Contract negotiation period	tbd
Anticipated "Start Work Date"	tbd

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 TBD.

4.5 Proposal Submission

Bidders must submit an original and 7 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 any and 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:

Shannon Marcoux, Facilities Operations Manager
Vermont Department of Corrections
NOB 2 South, 280 State Drive
Waterbury, VT 05671-2000

The closing date for the receipt of proposals is 5/16/18.

Bid must be delivered to the contact at 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 _____ if the _____ is unavailable prior to the bid opening. |
| ELECTRONIC/EMAIL: | Electronic bids will <input type="checkbox"/> / will not <input type="checkbox"/> be accepted. |
| FAXED BIDS: | Faxed bids will not be accepted. |

4.6 Proposal Format

For submission format and guidelines contact;

Shannon Marcoux, Facilities Operations Manager

Vermont Department of Corrections

NOB 2 South

280 State Dr.

Waterbury, Vermont 05671-2000

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

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.

5. 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.

5.1 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

5.2 Finalists Presentations

The State reserves the right to request on-site demonstrations in Waterbury, VT from bidders prior to the selection of a contractor.

5.3 Method of Award

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, the DOC 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 upon submittal of invoice for completed deliverables set forth in the contract.

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

Award of a contract and any renewals thereof are contingent upon availability of funds.

5.4 Scoring Information

The DOC evaluation review team will evaluate proposals based on the criteria listed in Section 5. Proposals will be assigned points and scored as follows:

Experience (including references)	30%
Technical	40%
Cost	30%