

Vermont Department of Corrections



Request for Proposals

Project Title: Cognitive Behavioral Risk Interventions Services Northern State

Anticipated Contract Period: November 1, 2021 – October 31, 2023

Date RFP Issued: July 29, 2021

Bidders Conference: none scheduled

Date of Bid Closing: August 31, 2021

Date of Bid Opening: September 1, 2021

Location of Bid Opening: VT Department of Corrections, Waterbury, VT

Single Point of Contact: Kristy Hetzel

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1. Overview

1.1 Requests for Proposals

The Vermont Department of Corrections (DOC), Program Services Division is seeking proposals to deliver cognitive behavioral risk reduction services to offenders assessed with a moderate to high risk of re offending. Risk intervention services are delivered as part of a developing multi-disciplinary service system which includes the facilitation of manualized curriculum and clinical groups. Proposals may be submitted by interested individuals and/or organizations. Proposals must outline the roles that the individual and/or organization is submitting the bid upon. Anticipated contract period will be November 1, 2021 through October 31, 2023, with option to renew for two consecutive one-year periods. The option to renew will be based upon performance of contractor and continued funding. VDOC operates a Risk Reduction Intervention services at Northern State Correctional Facility for men convicted of violence and who are assessed at moderate to high risk of re offending.

1.2 Background and Need Statement

VT DOC provides risk of recidivism reduction interventions to offenders assessed as having a moderate to high risk of committing additional offenses. In 2013 – 2014, VT DOC began transitioning its intervention model from an offense-based system to risk based system and offering several curricula within risk reduction services to address areas correlated with the offenders' risk of recidivism. After this initial transition, the model is evolving to increase the clinical capacity to work with offenders who have been taught core skills to enhance continued motivation and integration of those skills in managing risk. The model includes educational support and interventions through the Department's Community High School of Vermont and where available, Vermont Correctional Industries.

The services are offered in three-month quarter in both the facilities and the community sites. Offenders participate in identified services to address both their overall level of risk of recidivism and their specific needs correlated with their risks.

The Northern State Correctional Facility is assigned a Risk Intervention Services Coordinator, who is a DOC staff that manages and coordinates the referrals as received. They assist in the development of the individual intervention plan, identify priority services and assure documentation regarding offender participation is consistently and accurately documented. These Coordinators convene and document a weekly team meeting to review progress and identify challenges in delivery. These Coordinators assure that the model is being delivered as designed, provide consistent feedback regarding the fidelity to the model and curriculum according to the competency model adapted by the VT DOC from the Addiction Technology Transfer Center.

Curriculum is manualized, and skill based. Interventionists are expected to be able to deliver several curriculums. Proposed clinical interventions will be structured, documented and monitored for fidelity and quality assurance. VT DOC will support training in the curriculum, as needed. The program is delivered at the DOC site and

during DOC designated programming schedules, including early evening. Group size will range between eight and twelve participants. Majority of groups are facilitated by a single facilitator.

2. Scope of Work

VT DOC has identified the scope of work based upon the site and regional capacity needs. The number of anticipated interventionists is based upon the need of Full Time Equivalents (FTE), which equates to a forty hour per week role. It is anticipated that interventionists will average approximately 70% of their scheduled time providing direct group services. All interventionists are expected to complete VT DOC identified documentation after each intervention in the manner directed by VT DOC. Interventionists must be able to work with an offender population, predominantly males. Interventionists must be able and willing to deliver manualized curriculum in a group format. The contracted FTE allocation for this region is 1, one of whom may include the clinical lead to provide clinical professional development.

Proposals will include strategies to support clinical intervention and/or clinical professional development of intervention staff by a master level prepared clinician. The clinical capacity may include the ability to conduct additional clinical assessment, provide clinical intervention and/or clinical professional development, in group and individually if needed.

Proposals will include strategies for pre and post measurement of skill attainment and changes cognitions correlated with risk of re-offense such as measured in the *Client Evaluation of Self and Treatment* and/or the *Prison Criminal Attitudes Inventory*.

3. General Provisions

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

Sample Performance Measures

Indicator	Performance Measure	Monitoring Mechanism
Hours of services delivered as scheduled	100% of services are delivered as scheduled	OMS Schedule and Data
Offender attendance in services	Services meet an 80% attendance rate/month Offenders attend 90% of services identified on their services plan 100% weekly attendance reports submitted to DOC staff	Services attendance sheets Offender case files/group notes Weekly attendance reports
Offender behavior	Offender behavior in services is documented within 24 hours Problematic behaviors are reported to VT DOC staff on same day via incident reports Weekly reports are delivered to VT DOC staff	Offender Progress notes Incident reports Team Meeting minutes
Facilitation is delivered in high adherence to evidenced base practices	Facilitation is delivered with high adherence 90% of observation Corrective action plans and/or professional development plans are developed and implemented when delivery adheres to less than 90%	Group facilitator feedback forms Corrective action plans and/or professional development plans and supervision notes
Pre and Post testing	Establish a baseline of improvement based upon assessed risk level	Incorporate pre/post into summaries of service delivery
Clinical Support and/or Supervision	Clinical support and/or supervision is delivered not less than bimonthly to site/regional intervention staff	Documentation in supervision notes and/or e conference or training requests held by RRC or RISC
Staff retention and recruitment	Staffing matrix is adequate to support minimum services delivery in designated sites not less than 80% per quarter	Documentation from RISC or RRC and within DOC Offender Management System

3.6 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.

3.7 Key Contractor Responsibilities

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

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

3.7.2 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.

3.7.2 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 Program Services Director 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 Program Services Director and his/her designee(s).

4.2 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. The following status reports will become part of the contract. They include the following:

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

Kristy Hetzel is the sole contact for this proposal. All communications concerning this RFP are to be addressed in writing to the attention of Kristy Hetzel 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.

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 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.

5.4 Bidders Conference Call

None scheduled

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	July 29, 2021
Written questions due	August 10, 2021
Response to questions	August 17, 2021
Proposal due (see Section 5.6 for detailed instructions on proposal format and submission instructions)	August 31, 2021

Contract negotiation period	September 1, 2021
Anticipated "Start Work Date"	November 1, 2021

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 November 1, 2021.

5.6 Proposal Submission

Bidders must submit an 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 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:

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

The closing date for the receipt of proposals is August 31, 2021.

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: | Electronic Bids are encouraged due to COVID 19. |
| EXPRESS DELIVERY: | Electronic Bids are encouraged due to COVID 19. 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: | <u>Not accepted due to COVID 19.</u> |
| ELECTRONIC/EMAIL: | Electronic bids will <input checked="" type="checkbox"/> / will not <input type="checkbox"/> be accepted. |
| FAXED BIDS: | Faxed bids will not be accepted. |

5.7 Proposal Format

Proposals must be no longer than 15 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. If individual (LLC) vendor, identify primary office location.
- Number of years experience carrying out the activities of this contract and if an individual the specific activities/role (i.e. interventionist, clinical support and supervision, sex offender outpatient services)
- 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

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

EXPENSES	Year 1	Year 2	Total projected
Salary, including per hour rate			
Fringe Benefits (provide details)			
Travel			
Administrative (provide details on this rate and the Projected benefit to State for scope of Services)			
Training needs and costs			
Other (provide details)			

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

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

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 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.

The contract for is for two year(s): November 1, 2021 through October 31, 2023. The contract may be renewed without rebidding for up to two consecutive one-year periods with approval from the Administration.

6.4 Scoring Information

The DOC evaluation review team will evaluate proposals based on the criteria listed in Section 6. Proposals will be assigned points and scored as follows:

Staffing:

1. Experience with offender population
2. Familiarity with manualized curriculum
3. Familiarity with model of delivery
4. Evidence of consistent work performance

5. Team participation

Clinical Support and Supervision:

1. Preference for Master level and Licensure
2. Professional development and/or supervisory skills
3. Experience with offender population
4. Familiarity with model of delivery
5. Team participation

Cost Proposal:

1. Commensurate with proposed staffing qualifications and stability
2. Fiscal feasibility

All proposals and staffing considered are subject to criminal background check, PREA and DOC work rules.