

Agency of Human Services/Department of Corrections
280 A State Drive, NOB 2 South | Waterbury, VT 05671-2000
802-241-0000 phone | 802-241-0020 fax
<http://bgs.vermont.gov/purchasing>



SEALED BID REQUEST FOR PROPOSAL

Cognitive Behavioral Risk Intervention Services – Southern State Correctional Facility

ISSUE DATE	August 13, 2024
QUESTIONS DUE	July 6, 2024, 4:00 pm EST
RFP RESPONSES DUE BY	September 30, 2024, 4:00 pm EST

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

[Current RFPs | Department of Corrections \(vermont.gov\)](#)
and
[Vermont Business Registry and Bid System - Home](#)

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT: Amy Wells Deslaurier
E-MAIL: Amy.Wells-Deslaurier@vermont.gov

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the VT Dept of Corrections (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide cognitive behavioral risk reduction services to incarcerated individuals assessed with a moderate or high risk of reoffending.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of two years with an option to renew for up to three additional twelve-month periods. The State anticipates the start date for such contract(s) will be November 1, 2024.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS' CONFERENCE:** A bidders' conference will not be held.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. 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 <https://doc.vermont.gov/content/current-rfps>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://doc.vermont.gov/content/current-rfps>. Modifications from any other source are not to be considered.

2. GENERAL REQUIREMENTS:

- 2.1. 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, 2024, through October 31, 2026, with option to renew for three consecutive one-year periods. The option to renew will be based upon performance of contractor and continued funding.
- 2.2. This bid solicitation is for risk reduction services in the Southern State Correctional Facility located in Springfield, VT.
- 2.3. VT DOC is seeking a half-time masters-level Lead Interventionist, to provide oversight and clinical guidance to 3.5 full time (40 hour per week) contracted facilitators, internally referenced as Risk Reduction Interventionists. VTDOC is also seeking these 3.5 full time Interventionists, with a minimum of a bachelors' degree, masters' degree is preferred.
- 2.4. **Background and Needs Statement:**
 - 2.4.1. 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 individuals' risk of recidivism. After this initial transition, the model is evolving to increase the clinical capacity to work with incarcerated individuals who have been taught core skills to enhance continued motivation and integration of those skills in managing risk. The model includes vocational and educational support and interventions through the Department's Community High School of Vermont and where available, Vermont Workforce Development.
 - 2.4.2. The services are offered in three-month quarters in both the facilities and the community sites. Incarcerated individuals participate in identified services to address both their overall level of risk of recidivism and their specific needs correlated with their risks.
 - 2.4.3. The Southern 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

- 2.4.4. 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.
- 2.4.5. Risk Reduction Intervention Services are resourced by DOC and the services in the Northeast Region is delivered to male and female offenders in gender specific groups

3. SCOPE OF WORK

- 3.1. 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.
- 3.2. It is anticipated that interventionists will average approximately 70% of their scheduled time providing direct group services.
- 3.3. All interventionists are expected to complete VT DOC identified documentation after each intervention in the manner directed by VT DOC.
- 3.4. 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.
- 3.5. The contracted FTE allocation for this region is 1 interventionist.
- 3.6. The clinical capacity may include the ability to conduct additional clinical assessment, provide clinical intervention and/or clinical professional development, in groups and individually if needed. This site is the primary site providing accommodated curricula, additional assessment and/or modifications in the delivery schedule/intensity based upon the assessed capacity of the participants and intervention staff
- 3.7. Selected vendor may be provided with State partner account.

4. PAYMENT PROVISIONS

- 4.1. All submitted bids should include a budget which an allocated amount for services, including the following: Group treatment, administrative hours (documentation, monthly reports, court letters, etc.), Collaboration and consultation (including weekly/bi-weekly on-site meetings), Court testimony, Continuing education/training.

5. GENERAL PROVISIONS

5.1. Contract Terms

- 5.1.1. 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 will 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.

5.2. Contract Award

- 5.2.1. 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.

5.3. Ownership of Work Product and Intellectual Capital

- 5.3.1. Except for proprietary or commercial software, the 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 DOC and shall be delivered to the DOC upon 30 days' notice by the 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 DOC.

5.4. Subcontractors

5.4.1. 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.

5.5. Invoicing

5.5.1. 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, the date of performance and a brief description of the service or product provided. Contractor will also provide any monthly reports or rosters at the State's request.

5.6. Contractor Performance Guidance

5.6.1. 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.

5.7. Contractor Staffing

5.7.1. 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.

5.7.2. 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

5.8. Key Contractor Responsibilities

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

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

5.8.1.2. 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.**

6. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

6.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

- 6.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
- 6.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
- 6.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
- 6.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.
- 6.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.
- 6.3.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
- 6.3.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**
- 6.4. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**
- For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.
- After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.
- 6.5. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in

the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

- 6.6. **CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.
 - 6.7. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
 - 6.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.
 - 6.8.1. **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.
 - 6.8.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
 - 6.8.3. **Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
 - 6.8.4. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
7. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

7.1. The bid should include a Cover Letter and Technical Response and Price Schedule.

7.2. COVER LETTER:

- 7.2.1. **Confidentiality.** To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
- 7.2.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire

pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

7.2.3. **Exceptions to Contract Terms and Conditions.** If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

7.3. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:

7.3.1. Provide details concerning your form of business organization, company size and resources.

7.3.2. Describe your capabilities and particular experience relevant to the RFP requirements.

7.3.2.1. Identify all current or past State projects.

7.3.3. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.

7.4. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

7.5. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

7.6. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

7.7. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

8. **SUBMISSION INSTRUCTIONS:**

8.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

8.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting it on the webpage indicated on the front page of this RFP.

8.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: [Current RFPs | Department of Corrections \(vermont.gov\)](https://www.vermont.gov/CurrentRFPs). Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP. Should a bidder fail to notify the State Contact listed on the front page of this RFP within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.

8.2. **STATE SECURITY PROCEDURES: Please be advised extra time will be needed when visiting and/or delivering information to State of Vermont offices. All individuals visiting State offices must present a valid government issued photo ID when entering the facility.**

8.2.1. State office buildings may be locked or otherwise closed to the public. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

8.3. **BID DELIVERY INSTRUCTIONS:**

8.3.1.ELECTRONIC: Electronic bids will be accepted.

8.3.1.1. E-MAIL BIDS. Emailed bids will be accepted. Bids will be accepted via email submission to amy.wells-deslaurier@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary, in order to meet this size limitation.

8.3.1.2. FAX BIDS: Faxed bids will not be accepted.

8.4. U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY:

8.4.1. All paper format bids must be addressed to the State of Vermont, Department of Corrections, **Attn: Amy Wells-Deslaurier, NOB 2 South 280 State Drive, Waterbury, VT 05671-2000**. . BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

8.4.2. **NUMBER OF COPIES:** 8

8.4.3. For bids submitted via mail, express, or in-hand, submit an unbound original (clearly marked as such) and three (3) paper copies and one digital copy in PDF, CD-ROM, or USB flash drive copy

8.4.4. **Paper Format Delivery Methods:**

8.4.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.

8.4.4.2. 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. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.

8.4.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Office of Purchasing & Contracting prior to the bid opening. A Security Officer is at 280 State Drive until 4:30PM which is the normal hours. A bid submitted by Hand Delivery will not be accepted after 4:30 PM.

9. **BID SUBMISSION CHECKLIST:**

- ✓ Required Number of Copies
- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

10. **ATTACHMENTS:**

- 10.1. Certificate of Compliance
- 10.2. Price Schedule
- 10.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form

10.4. Standard State Contract with its associated attachments, including but not limited to, Attachment C:
Standard State Provisions for Contracts and Grants (December 7, 2023)