

Vermont Department of Corrections

Request for Proposals

Project Title: Female Sex Offender Treatment Provider

Contract Period: 06/01/2016 – 05/31/2018

Date RFP Issued: 01/19/2016

Bidders Conference: Not Applicable

Date of Bid Closing: 02/08/2016 4:00 p.m. EST

Date of Bid Opening: 02/09/2016

Location of Bid Opening: 280 State Drive, Waterbury, VT

Single Point of Contact: Kristy Hetzel, Administrative Services 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 Treatment Program for Sexual Abusers (VTPSA) is seeking proposals to provide psychosexual evaluations for female sex offenders and to provide both individual and group therapy to female sex offenders in the VTPSA Program at the Chittenden Regional Correctional Facility in South Burlington, VT. Some work may be needed in other parts of the state of Vermont where women are either housed or under DOC supervision. Anticipated contract period will be 06/01/2016 through 05/31/2018, with option to renew for two consecutive one year periods. The option to renew will be based upon performance of contractor and continued funding.

1.2. Background and Need Statement

The VTPSA is a cognitive-behavioral treatment program. The major goals of the program are to help offenders (1) accept responsibility for sexual offending, (2) modify distorted thinking patterns, (3) control deviant sexual urges, (4) improve social competence, (5) develop relapse prevention skills, and (6) develop community support networks.

2. Scope of Work

Contractor will provide the following services to the State:

A. Clinical and Administrative Supervision

1. Adhere to Correctional Facility protocols at the facilities at which you provide services and report to the Superintendent (or his or her designee) on all security issues.
2. Participate in treatment team meetings to discuss treatment related issues and any other related issues that impact on the Vermont Treatment and Prevention of Sexual Abusers (VTPSA) and its participants.
3. The contractor will actively participate in individual clinical and administrative supervision from VTPSA clinical supervisors as scheduled. The contractor's clinical supervisor will schedule individual supervision meetings up to once a quarter or on an as needed basis and the contractor will maintain a 75% attendance rate.
4. Contractor will report to the VTPSA Program Chief on all issues relating to design, development, implementation of programs and quality of service delivery.
5. Contractor will submit with their monthly invoice a signed Certification of Work Performance.

B. Clinical Services

1. Provide individual and/or group therapy to designated sex offenders in the VTPSA.
2. Prepare psychosexual assessments of designated offenders prior to acceptance in the VTPSA as well as providing treatment summaries of designated offenders prior to their transition to the community.
3. The contractor will present a mid-treatment review of each of his or her clients to the treatment team.

C. Documentation of Services

1. Prepare a psychosexual report of designated sex offenders prior to acceptance in the VTPSA.
2. The contractor shall maintain a VTPSA file on each of his or her clients as detailed in the current version of the "VTPSA Record Keeping Policy." By the tenth day of each month, the contractor shall file in each client's VTPSA clinical file clinical records that they were required to complete during the previous month.
3. The contractor will prepare a clinical file on each client assigned within five working days of meeting with the client. This includes ensuring that the following completed documents are contained in the file: VTPSA Face Sheet; Psychosexual Evaluation Agreement, signed, dated, and witnessed; Waiver of Confidentiality, signed, dated, and witnessed; VTPSA Treatment Agreement, signed, dated, and witnessed; Release of Information for DOC medical and mental health records, signed, dated, and witnessed; Psychosexual Evaluation and VTPSA Individual Treatment Plan (ITP) signed, dated, and witnessed.
4. The primary therapist shall enter a progress note for each client for each of the following types of contacts: evaluation sessions, ITP sessions, individual or group therapy sessions, family therapy, couples therapy, significant treatment team discussions, and other significant direct and collateral client contacts. The contractor shall document routine clinical and ancillary services within two working days of the contact.
5. The contractor shall document significant clinical events (e.g., actions or threats of harm to self or others; major breaches of security) on the day of the event. The contractor shall consult with his or her clinical or administrative supervisor as soon as is reasonably feasible to review the incident and plan steps to address the issue (e.g. notify unit officer, CSS, and mental health staff, etc.). The contractor shall place a signed copy of the progress note in the client's VTPSA clinical file and provide a copy of the progress note to his or her clinical supervisor.
6. The contractor's assigned psychosexual evaluations and treatment summaries will be completed within the timeframes determined at the time of the assignment.
7. The contractor shall complete a Probation, Suspension or Termination Letter within one week of the date a client is placed on probation, suspension, or terminated from the program.
8. The contractor shall provide documentation for designated sex offenders including individual case plans, progress notes, treatment reviews, termination summaries and reports to the Parole Board.

D. Preparation for community transition

1. The contractor shall complete a Treatment Summary on each of his or her clients within the timeframes determined at the time of the assignment.
2. The contractor shall send the community therapist a copy of the following client records: Psychosexual Evaluation, Treatment Summary, and Sex Offender Treatment Need and Progress Scale Score Sheet.

E. Qualifications

1. The contractor will maintain a current State license, certification or registration to provide mental health services in Vermont.
2. The contractor will have an advanced degree in a mental health discipline.

F. Continuing Education

The contractor will complete the number of CE hours required by the Secretary of State's licensing board for their profession. Non-licensed or certified rostered clinicians must complete a minimum of 40 hours of CE's every two years. Six of these hours must be focused on professional ethics. Approved continuing education activities are those approved by any of the Secretary of State's behavioral health Professional Regulation Boards or the VTPSA Program Chief.

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 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.

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. Ownership of Work Product and Intellectual Capital

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.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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: \$1,000,000 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 \$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 VTPSA Program Chief 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 VTPSA Program Chief and his/her designee(s).

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. 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.

5.2. Single Point of Contact

Kristy Hetzel, Administrative Services 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, Administrative Services Coordinator, 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 Kristy Hetzel, Administrative Services Coordinator, 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

Not Applicable.

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	01/19/2016
Written questions due	01/29/2016
Response to questions	02/02/2016
Proposal due (see Section 5.6 for detailed instructions on proposal format and submission instructions)	02/08/2016, 4:00 p.m. EST
Contract negotiation period	February 2016
Anticipated "Start Work Date"	06/01/2016

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 06/01/2016.

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, Administrative Services Coordinator

Vermont Department of Corrections

VTPSA, NOB 2 South

280 State Drive

Waterbury, VT 05671-2000

The closing date for the receipt of proposals is 02/08/2016 at 4:00 PM Eastern Time zone.

Bid must be delivered to Kristy Hetzel, Administrative Services Coordinator 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 Kristy Hetzel, Administrative Services Coordinator, VT DOC, 280 State Drive, Waterbury, VT.

ELECTRONIC/EMAIL: Electronic bids will be accepted.

FAXED BIDS: Faxed bids will not be accepted.

5.7. Proposal Format

Proposals must be no longer than 10 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:

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. Method of Award

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

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

The contract for Female Sex Offender Therapist is for two years: 06/01/2016 through 05/31/2018. The contract may be renewed without rebidding for up to one (1) two year period with approval from the Administration.