

Vermont Department of Corrections



Request for Proposals

Project Title: Community Justice Center – Orange County

Anticipated Grant Period: January 1, 2019 – June 30, 2020

Date RFP Issued: August 27, 2018

Bidders Conference: September 13, 2018

Date of Bid Closing: October 19, 2018

Location of Bid Opening: Waterbury, VT

Single Point of Contact: Derek Miodownik

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

Phone: (802) 241-0043

Email: Derek.Miodownik@vermont.gov

1. Overview

1.1 Requests for Proposals

The Vermont Department of Corrections (DOC), Community and Restorative Justice Unit is seeking proposals to provide Community and Restorative Justice services in Orange County. Anticipated grant period will be January 1, 2019 through June 30, 2020, with option to renew for two consecutive one-year periods. The option to renew will be based upon performance of grantee and continued funding.

Grantee will be expected to work collaboratively with local Probation and Parole Office (P&P), local State's Attorney Office, State and local law enforcement, Judiciary, local restorative justice provider(s) and additional relevant community partners.

1.2 Background and Need Statement

In accordance with statutory intent, (as cited below) the Vermont Department of Corrections is seeking proposals for the operation of a Community Justice Center(s) in Orange County.

Title 24: Municipal and County Government Chapter 58: Community Justice Centers

§ 1961. Legislative findings

A system of community justice centers that operates under the authority of a single statute will:

(1) help each community justice center collaborate more closely with law enforcement and State's Attorneys, State agencies, social service providers, victim advocacy organizations, and other community resources;

(2) enhance the services each community justice center provides; and

(3) help each community justice center further its policy interest of achieving restorative justice. (Added 2007, No. 115 (Adj. Sess.), § 1.)

§ 1962. Definitions

As used in this chapter:

(1) "Legislative body" means the mayor and board of aldermen of a city, a city council, a town selectboard, the president and trustees of an incorporated village, or the legislative bodies of a group of municipalities.

(2) "Municipality" means a city, town, incorporated village, or group of municipalities. (Added 2007, No. 115 (Adj. Sess.), § 1.)

§ 1963. Authority of municipalities

The legislative body of any municipality may create within its jurisdiction a community justice center to resolve civil disputes and address the wrongdoings of individuals who

have committed municipal, juvenile, or criminal offenses. A municipality may designate an organization to act as its community justice center. (Added 2007, No. 115 (Adj. Sess.), § 1.)

§ 1964. Structure of the community justice boards; confidentiality of certain restorative justice meetings

(a) Each community justice center:

(1) shall have an advisory board comprising at least 51 percent citizen volunteers;

(2) may use a variety of community-based restorative justice approaches, including restorative justice panels, group conferencing, or mediation; and

(3) shall include programs to resolve disputes, address the needs of victims, address the wrongdoing of the offender, and promote the rehabilitation of youthful and adult offenders.

(b) Meetings of restorative justice panels and meetings to conduct restorative justice group conferencing or mediation shall not be subject to the Vermont Open Meeting Law, 1 V.S.A. chapter 5, subchapter 2. (Added 2007, No. 115 (Adj. Sess.), § 1; amended 2013, No. 143 (Adj. Sess.), § 5.)

§ 1965. Duties of the community justice centers

Each community justice center:

(1) shall work in close coordination with State agencies, law enforcement agencies, State's Attorneys, social service providers, victim advocacy organizations, and other community resources in administering the programs defined in subdivision 1964(3) of this title;

(2) shall, in collaboration with State and local agencies, provide training on the restorative justice process to citizen volunteers to enable their participation in the local community justice center;

(3) may address quality of life issues in the community it serves by providing informational and educational resources to the community; and

(4) may apply for funding from private foundations, other governmental sources, or other sources. (Added 2007, No. 115 (Adj. Sess.), § 1.)

§ 1966. Community justice centers' relationship with State government entities

(a) The Agency of Human Services shall provide to the community justice centers the information, analysis, and technical support which the community justice centers, in collaboration with the Agency of Human Services, determine are necessary to further their policy of restorative justice.

(b) Funding from the Agency of Human Services. The Agency of Human Services may provide funding and authorize community justice centers to participate in the implementation of State programs related to juvenile and criminal offenses.

(c) Access to information. Community justice center employees and volunteers participating in State-funded programs shall have access to information, analysis, and technical support as necessary to carry out their duties within the program in accordance with State and federal confidentiality statutes and policies. Victim information that is not part of the public record shall not be released without the victim's consent.

(d) Liability.

(1) For the purposes of defining liability, community justice center volunteers participating in programs funded by the Agency of Human Services pursuant to subsection (b) of this section shall be considered volunteers of that agency.

(2) In all other cases, the State and the municipality shall each be liable for the acts and omissions of employees operating within the scope of their employment.
(Added 2007, No. 115 (Adj. Sess.), § 1.)

§ 1967. Cases prohibited

No case involving domestic violence, sexual violence, sexual assault, or stalking shall be referred to a community justice center except in Department of Corrections offender reentry programs pursuant to protocols protecting victims. The community justice centers shall work with the Department of Corrections and the Center for Crime Victim Services or its designee to develop victim safety protocols for community justice centers that take into consideration victim needs such as safety, confidentiality, and privacy.
(Added 2007, No. 115 (Adj. Sess.), § 1.)

2. Scope of Work

The applicant is expected to deliver services built on restorative justice principles that utilize citizen **volunteers** to deal with and address a wide range of quality of life issues. This includes crime and delinquency, conflicts and disputes, both criminal and civil in nature, with adults and youth. Capacities and services to be built and provided under this grant include:

Restorative Justice Panels Circles of Support and Accountability (COSA) Restorative Reintegration

Proposals must demonstrate an ability to implement and operate programs to address four essential categories of service:

1. Direct referral from Law Enforcement, Schools and/or other Community Partners
2. Post-conviction (or post-adjudication) and post incarceration
3. Victim support
4. Community dialogue/prevention

(Applicants can strengthen their proposal by demonstrating an interest and ability in assisting in the facilitation and acquisition of housing for individuals returning to the community from incarceration.)

Proposals must demonstrate how the Community Justice Center will be linked to existing programs in the community that address the identified issues. Applicants must show how they strengthen the community's interventions and avoid duplication of effort. Applicants must also identify how they will form crucial partnerships with other important stakeholders. Applicants must demonstrate how the Community Justice Center will recruit, train, and maintain volunteers to deliver restorative justice services. A specific plan for providing victim-informed restorative justice must also be included. The proposal must describe how the Community Justice Center will establish referral protocols with Law Enforcement and the Courts for juvenile and adult offenders, with the schools for students, with the Department of Corrections for offenders returning to the community, and with other sources of community conflict and dispute.

Community partnerships should reflect collaboration between local government, schools, law enforcement, local civic and faith infrastructure, human services, victim services and criminal justice stakeholders such as State's Attorneys. Applicants must have clearly identified strategies to implement restorative justice services.

Letters of support from the host municipality and aforementioned key community partners should be attached.

The Budget:

Provide a budget narrative that describes how grant funds will be used to operate the Community Justice Center. Indicate the sources, amount and type (cash or in-kind services) of the required 10% matching funding. Attach the proposed budget. Also, describe how the community will work to sustain its restorative initiatives by developing other funding sources.

3. General Provisions

3.1 Grant Terms

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

3.2 Grant Award

The DOC may award one or more grants 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 grant if such award is deemed to be in the best interest of the DOC.

3.3 Subgrantees

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

3.4 Invoicing

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

3.5 Grantee Performance Guidance

All bidders will be held to specific performance review criteria over the life of the grant 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 Grantee and designated in the grant.

3.6 Grantee Staffing

The Grantee must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Grantee's proposal. The Grantee may propose other staff members as "key" if desired. The Grantee 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 Grantee Responsibilities

The selected Grantee must assume primary responsibility for the implementation of the grant specifications and activities.

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

3.7.2 The Grantee must abide by all State policies, standards and protocols as provided, and defined in this grant. 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.

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.

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 Grantee must abide by all Federal Regulations if applicable to this grant.

4. Management Structure and General Information

4.1 Project Management

The Grantee will be accountable to the Community and Restorative Justice Executive and his/her designee(s), and holds responsibility for the project deliverables, schedule and adherence to grant provisions. The Grantee must abide by all DOC standards and protocols as defined by the Community and Restorative Justice Executive and his/her designee(s).

4.2 Status Reports

The Vermont Department of Corrections reserves the right to call meetings with the grantee either in person or by conference call to ensure that unresolved issues are

resolved during this grant period. The grantee will be accountable in advising the Program Manager of this grant or designee when/if performance measures agreed upon will not be met. The following status reports will become part of the grant. They include the following:

Monthly Statistical Reports
Quarterly Financial Reports
Annual Program Summary and Self-Evaluation

5. Proposal Requirements

5.1 Proposal Guidelines

This RFP defines the scope of work required and work/management structure within which the chosen Grantee 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

Derek Miodownik, Community and Restorative Justice Executive, is the sole contact for this proposal. All communications concerning this RFP are to be addressed in writing to the attention of Derek Miodownik 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 Derek Miodownik 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

September 13; 11am – 12pm; Waterbury State Office Complex. Anyone planning to attend the optional Bidder's Conference **must** RSVP by 9/7/18 to derek.miodownik@vermont.gov in order to gain entry into the Waterbury State Office Complex.

5.5 Timetable

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

RFP Published

August 30, 2018

Written questions due	September 4, 2018
Response to questions	September 13, 2018
Bidder's Conference	September 13, 2018
Proposal due	October 23, 2018
Grant negotiation period	to begin by November 1, 2018
Anticipated "Start Work Date"	January 1, 2019

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 Grantee will be invited to negotiate a grant for all or part of the activities outlined in this RFP. Work to be completed under this grant will commence no later than January 1, 2019.

5.6 Proposal Submission

Bidders must submit an original and 6 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:

[Derek Miodownik, Community and Restorative Justice Executive](#)
 Vermont Department of Corrections
 NOB 2 South, 280 State Drive
 Waterbury, VT 05671-2000

The closing date for the receipt of proposals is October 19, 2019 at 12:00pm.

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.

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

FAXED BIDS: Faxed bids will not be accepted.

5.7 Proposal Format

Proposals must be no longer than 20 pages, excluding staff résumés, the cost proposal letters of support 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 grantual 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 subgrantees:

- Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom grant 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 grant.
- 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 grant 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, grant terminations, and bankruptcies.

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

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 grantee will accomplish along with measurable outcomes.

Please address the following:

- Demonstrate knowledge of community-based restorative justice services and experience building and implementing these services.
- Demonstrate an ability to implement and operationalize programs that recruit, train and rely upon volunteers.
- Demonstrate an ability to address complex community issues with the engagement of key community partners and stakeholders.

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 grant.

Applicant 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

Please address the following:

- What will the staffing be for this project?
- What personnel has already been identified?
- Please provide resumes for all identified individuals who will be staffing the project?

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.

Please provide a detailed work plan with tasks, activities, milestones, and corresponding timelines for implementing.

Response Section VII: Quality Control

This section of the proposal should contain a description of the bidder's quality control procedures.

Response Section VIII: Cost Proposal

Please provide a detailed (categorized and line itemed) proposed budget including the computation basis (e.g. personnel hourly pay rates) where appropriate.

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 Grant Template, and Insurance Requirements.

Vendor has reviewed the terms and all provisions of the Request for Proposal, the State of Vermont grant 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 Grant
 - 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 Grant 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 grantee.

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 grant specifications, including detailed work plans, deliverables and timetables.

In the event the DOC is not successful in negotiating a grant with a selected bidder, the DOC reserves the option of negotiating with another bidder.

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

The Grantee will be paid quarterly upon submittal of invoice for completed deliverables set forth in the grant.

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

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

The grant for is 18 months: January 1, 2019 through June 30, 2020. The grant 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:

The DOC review team panel will evaluate proposals based on the criteria listed in Section 4. Proposals may be assigned points and scored as follows:

Sample		Total Points:
Response Section II:	General Background and Qualifications	15
Response Section III:	Ability to Implement the Solution (Response to Requirements)	20
Section IV:	References	10
Section V:	Staffing	15
Section VI:	Proposed Work Plan	20
Section VII:	Quality Control	5
Section VIII:	Cost Proposal	15

All documents related to this bidding process, including bidders' proposals and the evaluation review team's score sheets, are considered public domain and copies may be requested.