

VERMONT DEPARTMENT OF HEALTH

SEALED BID

REQUEST FOR PROPOSALS

Project Title: Restorative Reintegration Documentary

Contract Period: September 1, 2016 – December 31, 2017

Date RFP Issued: July 21, 2016

Bidders Conference: NONE

Date of Bid Closing: August 12, 2016

Date of Bid Opening: August 15, 2016

Location of Bid Opening: Waterbury, VT

Single Point of Contact: Derek Miodownik

Contact Address: Vermont Department of Corrections

280 State Drive, NOB2 South

Waterbury, VT 05671

Phone: 802 241 0043

Email: Derek.miodownik@vermont.gov

1. Overview

1.1 Requests for Proposals

The Vermont Department of Corrections (DOC) is seeking proposals for the creation of a documentary film about reintegration programs based on restorative justice principles in Vermont, including Circles of Support and Accountability (CoSA). The anticipated contract period will be September 1, 2016 through December 31, 2017.

Qualifications and Experience of the Contractors:

- Preferred 5 years or more of experience with making documentary films on complex social issues and their impact on Vermonters.
- Extensive experience in producing compelling and person-centered topical work that reaches a broad audience and range of stakeholders.
- Extensive experience working with local and State agencies.
- Knowledge of restorative justice principles and practices, Community Justice Centers and reintegration-related issues including Department of Corrections supervision.
- Excellent technical capacities including state of the art filming equipment to ensure high quality production.
- Vermont-based business

1.2 Background and Need Statement

Reentry is not enough. Individuals returning to communities from incarceration need to actually reintegrate; to become meaningful, interdependent threads in the socio-economic fabric of civic life. Even the best coordinated and most skillfully delivered Correctional reentry services almost universally fail to facilitate this foundational, yet elusive, restoration process. The common result of this failure is recidivism. And while it may be attributed to any number of specific sub-factors such as housing or employment, one thing is undeniable: the reoffending individual does not place the community's needs above his own when making behavior choices. If we truly aspire to reintegrate offenders and to have no more victims, then the community itself-- through its non-professional citizens-- must be a critically involved partner. The Department of Corrections must reimagine itself as the Department of Connections. Anything short of this will simply never produce the individual-level transformation and systemic public safety results we all seek.

A Community Justice Center (CJC) is a locally operated site where citizens give voice to the social contract in order to resolve the conflict stemming from crime, facilitate understanding and repair of the harm, and restore local relations between involved parties. CJCs are either municipal or independent nonprofit entities, and serve as community hubs of restorative activity and relational influence. CJC programs are built on a platform of trained local volunteers who are coordinated by professional, non-Corrections staff. They are physical manifestations of true State/Community partnerships that allow for locally-developed and citizen-practiced solutions to immediately relevant conflicts. These collaborative enterprises are grant-funded by the Vermont Department of Corrections to help achieve its goals of improved relationships and public safety. Through this community justice infrastructure, Vermont has developed a unique statewide capacity to promote the safe and successful return of individuals back to local communities. Leading practices in Vermont such as Circles of Support and Accountability (CoSA) provide poignant insight into the transformative potential of restorative reintegration. Vermont Department of Corrections seeks to share these compelling approaches through a high-quality documentary. Such a documentary would serve multiple important purposes including volunteer recruitment and training, public awareness/education and client awareness/education. It could also serve as a powerful tool for the State of Vermont to share its pioneering work within the context of the vibrant national conversation about reentry. As such, a successful finished product would tell a cohesive, multi-dimensional story of this work and, through multiple and varied screenings, foster meaningful dialogue among numerous constituencies.

1. Scope of Work

Under the direct supervision of the Contract manager, the Contractor will be required to:

- Develop the documentary film's overall concept and storyline(s)
- Select interviewees and conduct informational background interviews for film including reintegration program participants, CJC staff and volunteers, DOC staff, and other involved and/or affected parties.
- Visit CJC program sites as well as DOC field offices and facilities
- Develop the documentary script and storyboard to be used the film
- Perform appropriate video filming of CoSA and/or other restorative reintegration practices and shoot interviews with selected participants and stakeholders
- Present a draft documentary to DOC for comments about content and form
- Produce a final documentary between 45 – 60 minutes long and a promotional trailer between 2 – 3 minutes' long
- Reproduce 100 copies of final product in DVD format

2. General Provisions

2.1 Contract Terms

The selected contractor will sign a contract with the Vermont Department of Corrections (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. DOC will consider cancellation upon discovery that a contractor is in violation of any portion of the agreement, including an inability by the contractor to provide the products, support and/or service offered in their response.

2.2 Contract Award

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 DOC.

2.3 Ownership of Work Product and Intellectual Capital

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

2.4 Penalties and/or Retainage

Payment will be remitted upon completion of project or milestones negotiated with the vendor to be outlined in the final contract.

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

2.6 Invoicing

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

2.7 Contractor Performance Guidance

All bidders will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of project deliverables will occur at intervals agreed upon by both the State and the Contractor and designated in the contract.

2.8 Contractor Staffing

Key staff member(s) must be assigned to this contract for the full duration proposed. None of the key staff member(s) may be reassigned or otherwise removed early from this project without explicit written permission of the DOC.

The Contractor must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Contractor's proposal. The Contractor may propose other staff members as "key" if desired. The Contractor will make every reasonable effort to ensure that the early removal of a key staff member has no adverse impact on the successful completion of this project.

2.9 Key Contractor Responsibilities

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

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

2.9.2 Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are 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 coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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

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

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

3. Management Structure and General Information

3.1 Project Management

The Contractor will be accountable to the Community and Restorative Justice Executive 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 Community and Restorative Justice Executive and his/her designee(s).

3.2.1 Status Reports

The Vermont Department of Corrections reserves the right to call meetings with the contractor either in person or by conference call to ensure that unresolved issues are resolved during this contract period. The contractor will be accountable in advising the Program Manager of this contract or designee when/if performance measures agreed upon will not be met.

4. Proposal Requirements

4.1 Proposal Guidelines

This RFP defines the scope of work required and work/management structure within which the chosen Contractor must operate. In order to be considered for selection, bidders must complete all responses to this RFP in the format described in this document. Proposals not meeting the requirements described in this RFP will not be considered.

4.2 Single Point of Contact

Derek Miodownik (derek.miodownik@vermont.gov) 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.

4.3 Question and Answer Period

Any bidder requiring clarification of any section of this proposal or wishing to submit questions may do so according to the **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.

4.4 Bidders Conference Call

There will be no bidder's conference call for this proposal.

4.5 Timetable

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

RFP published	July 21, 2016
Written questions due	July 29, 2016
Response to questions	August 5, 2016
Proposal due (see Section 4.6 for detailed instructions on proposal format and submission instructions)	August 12, 3PM eastern time
Contract negotiation period	August 22, 2016 – August 26, 2016
Anticipated “Start Work Date”	September 1, 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 September 1, 2016

4.6 Proposal Submission

Bidders must submit an original and 3 hard 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.

Response Sections I, II, III, IV, V, VI, VII, VIII, IX and X. The numbering designations will allow evaluators to score areas appropriately. Failure to use number designations may result in scores of zero as reviewers may be unable to find answers that correspond to numbered specifications/requirements.

Bidders will submit their proposal to:

Derek Miodownik
Community & Restorative Justice Executive
Vermont Department of Corrections
280 State Drive, NOB 2 South
Waterbury, VT 05671-2000

The closing date for the receipt of proposals is 3:00 PM Eastern Time on August 12, 2016

Bid must be delivered to Derek Miodownik 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 a representative of the Community and Restorative Justice of Vermont Department of Corrections if Derek Miodownik is unavailable prior to the bid opening.

ELECTRONIC/EMAIL: Electronic bids will not be accepted.

FAXED BIDS: Faxed bids will not be accepted.

4.7 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 outlining coverage from Section 2.9.2 must be included in Response Section I.**
- **Vermont Tax Certificate must be included in Response Section I.**
- **Current and signed W9.**
- 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 DOC can evaluate the bidder's stability and ability to support the commitments set forth in response to the RFP. 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.

Please address the following:

- Demonstrate experience creating professional quality documentary films of similar length about complex social issues affecting Vermonters.
- Demonstrate knowledge of the project including issues associated with restorative justice and reintegration, and ability to formulate a plan inclusive of information provided.
- Demonstrate an ability to develop personal narratives while contextualizing them in the broader structures and forces that have shaped and continue to impact them.

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

Please address the following:

- What will the staffing be for this project?
- What personnel have already been identified?
- Does your company have adequate staff time that can be devoted to the Restorative Reintegration documentary? If no, explain how you propose to obtain adequate staff. If yes, please elaborate.
- 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:

Examples of this may include:

- What are your company's controls and processes for video footage and/or digital content backups?
- What are your company's controls and processes for security, such as virus protection, firewalls, building access, and office / file access, etc.?

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 Contract Template, and Insurance Requirements.

Vendor has reviewed the terms and all provisions of the Request for Proposal, the State of Vermont contract template and insurance requirements and accepts conditions set forth.

5. Proposal Evaluation

The evaluation team will determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation of the individual/organization and experience. Proposals must comply with the instructions to bidders contained in **Section 5: Proposal Requirements**. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive irregularities.

5.1 Minimum Requirements

Minimum requirements for a proposal to be given consideration are:

- The proposal must have been received by specified date, hour (Eastern Standard Time) and in the number and form of copies specified.
- The proposal must contain the following items in the following order:
 - Response Section I: Cover Letter and Insurance Certificate
 - Response Section II: General Background and Qualifications
 - Response Section III: Ability to Implement the Activities and Specifications of this Contract
 - Response Section IV: References
 - Response Section V: Staffing
 - Response Section VI: Proposed Work Plan
 - Response Section VII: Quality Control
 - Response Section VIII: Cost Proposal
 - Response Section IX: Exceptions
 - Response Section X: Acceptance of RFP and State Contract Conditions

5.2 Finalists Presentations

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

5.3 Method of Award

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, the Community and Restorative Justice Executive 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 that DOC is not successful in negotiating a contract with a selected bidder, 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 based on completed deliverables set forth in the contract.

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

The contract for the Restorative Reintegration documentary is for 16 months: September 1, 2016 through December 31, 2017. The contract may be renewed without rebidding for up to two consecutive one year periods with approval from the Administration.

5.4 Scoring Information

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

Sample	<u>Total Points</u>
Response Section II: General Background and Qualifications	10
Response Section III: Ability to Implement the Solution (Response to Requirements)	10
Response Section V: Staffing	20
Response Section VI: Proposed Work Plan	25
Response Section VII: Quality Control	10
Response Section VIII: Cost Proposal	25

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.