

# Vermont Department of Corrections



## Request for Proposals

**Project Title:** Supportive Housing for Individuals Returning to the Bennington Community from Incarceration

**Anticipated Grant Period:** September 1, 2019- June 30, 2021

**Maximum Grant Amount:** \$50,000 annually

**Date RFP Issued:** June 21, 2019

**Bidders Conference:** None

**Date of Bid Closing:** July 19, 2019

**Single Point of Contact:** Elizabeth Whitmore, Housing Administrator

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

**Phone:** (802)241-0063

**Email:** [Elizabeth.Whitmore@vermont.gov](mailto:Elizabeth.Whitmore@vermont.gov)

# 1. Overview

## 1.1 Requests for Proposals

The Vermont Department of Corrections (DOC) is seeking proposals for programs that provide supportive housing for individuals reentering the Bennington community from incarceration. The Bennington Probation and Parole District covers the towns of Dorset, East Dorset, Manchester, Winhall, Peru, Landgrove, Sunderland, Arlington Rupert, Sandgate, Shaftsbury, Bennington, Pownal, Stamford, Readsboro and Woodford.

Anticipated grant period will be September 1, 2019 through June 30, 2021, with the option to renew for an additional two-year period. The option to renew will be based upon performance of grantee and continued funding.

Grantees will be expected to work closely with local Department staff to integrate the housing and services outlined in the proposal with the local Probation and Parole office (P&P).

## 1.2 Background and Need Statement

Currently there are approximately 1,775 individuals incarcerated in Vermont correctional facilities and through out-of-state contracts. Many individuals who are eligible for release lack appropriate housing to return to the community and could benefit from services that support successful reintegration and provide links to permanent housing opportunities. The DOC recognizes the need to develop community partnerships in order for the men and women leaving its facilities to successfully transition back to the community and avoid homelessness.

Individuals returning to the community from incarceration are the target population. Grantees must serve moderate to high risk offenders as determined by DOC risk assessment tools, including, but not limited to those who have been convicted of violent and sexual crimes, and are encouraged to partner with local restorative justice programs.

# 2. Scope of Work

The Department of Corrections is requesting proposals for up to four (4) beds of scattered site housing with short to medium term rental assistance and on-going housing retention case management. Priority should be given to women and/or individuals who have been convicted of sexual offenses.

Bonus points will be awarded to proposals that provide formal connections to Housing Choice Vouchers or Project Based Rental Assistance.

For the purpose of this RFP, the following definitions apply:

### Housing Retention Case Management

Post-move in supportive services to help maintain housing. Includes

landlord-tenant support and assistance with meeting rental obligations.

### Rental Assistance

Full or partial financial assistance with rent (and sometimes utilities)

- Short Term, up to 3 months (plus security deposit)
- Medium Term, up to 24 months (plus security deposit)

### Scattered Site

Single or shared apartments located in the community with full or partial rental assistance. Regular case management shall occur, with regular visits made to the apartment by grantee staff.

Individuals must be under the supervision of the Department to be served by this grant.

Proposals should demonstrate an understanding of core correctional practices and include evidence-based services which align with and support DOC's community supervision and risk reduction programming.

All proposals, and subsequent grantee performance, shall align with the following DOC principles:

- That people can change
- That community participation and support are essential for the successful delivery of correctional services
- In the inherent worth and dignity of all individuals
- In treating people with respect and dignity
- In teamwork and the process of continuous improvement
- In professional self-improvement
- In the placement of offenders in the least restrictive environment consistent with public safety and offense severity
- In fairness throughout decision making
- In respect for the liberty interests, rights and entitlements of the individual
- In individual empowerment
- In non-violent conflict resolution
- In maintaining a safe and secure environment
- In the value of individual, cultural and racial diversity
- That victims have the right to have an active role in determining how their needs can best be met
- That offenders are responsible, to the extent possible, to repair harm done to victims and the community

## **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. The total grant amount awarded will not exceed \$100,000 (\$50,000 annually).

### **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: an authorized 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, using a Results Based Accountability framework, will occur at intervals agreed upon by both the State and the Grantee and designated in the grant.

### **3.6 Grantee Staffing**

Key staff member(s) should be assigned to this grant for the full duration proposed. Grantee should notify DOC of any changes in program 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.

All staff and volunteers must undergo a criminal background check and those who will have direct contact with program participants must complete DOC Training.

### **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.

**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, including, but not limited to the Prison Rape Elimination Act of 2003 (28 C.F.R. Part 115, Docket No. OAG-131, R1N1005-AB34- Dated May 17, 2012), and with all applicable PREA Standards, VTDOC Policies and Directives related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within VTDOC. Grantee acknowledges that, in addition to “self-monitoring requirements” VT State staff will conduct announced or unannounced, compliance monitoring to include “on-site” monitoring. Failure to comply with PREA, including PREA Standards and VTDOC Directives and Policies may result in termination of the grant.

Link to the Final PREA Standards:

<http://www.prearesourcecenter.org/library/488/standards/department-of-justice-national-prea-standards>

## **4. Management Structure and General Information**

### **4.1 Project Management**

The Grantee will be accountable to the Department of Corrections Community and Restorative Justice Executive and/or 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 Housing Administrator 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 Housing Administrator 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:

- Regular in-person meetings with local and Central Office DOC staff to discuss general program operation
- Quarterly Performance Reports
- Regular data entry into the DOC’s Offender Management System (OMS)

## **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**

All communications concerning this RFP are to be addressed in writing to the attention of Elizabeth Whitmore 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

The Department will not hold a question and answer period.

### 5.4 Bidders Conference

The Department will not hold a bidder's conference.

### 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	<b>June 21, 2019</b>
Proposal due (see Section 5.6 for detailed instructions on proposal format and submission instructions)	<b>July 19, 2019 by 12:00pm</b>
Grant negotiation period	<b>To begin by June 24, 2019</b>
Anticipated "Start Work Date"	<b>September 1, 2019</b>

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 or 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 around September 1, 2019.

### 5.6 Proposal Submission

Bidders must submit an original and six (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:

**Elizabeth Whitmore  
Vermont Department of Corrections  
NOB 2 South, 280 State Drive  
Waterbury, VT 05671-2000**

The closing date for the receipt of proposals is **July 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.
- HAND DELIVERY:** Hand carried bids must be delivered to the address listed above.
- 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 and references.

The format of the vendor's proposal must include, at a minimum the following chapters, numbered as follows:

### 5.8 Response Section I: Cover Letter, Vermont Tax Certificate and Insurance Certificate

The cover letter must be signed and dated by a person authorized to legally bind the vendor to a contractual relationship, e.g., the Board President. Priority will be given to Vermont-based non-profit organizations. 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 grantee 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.

Proposals will provide a full description of the program to include:

- Population profile
- Site of proposed housing, with building description (if applicable)
- Number of offenders proposed to be housed (annually and general capacity)
- Eligibility and acceptance criteria as well as exclusionary criteria, if any
- Description of services to be provided and how they will be delivered (include specific evidence-based curricula or programming)
- Community partnerships that enhance the program
- Description of communication with the local Probation and Parole office related to the proposal
- Identification and description of stakeholder and community education
- Description of other potential resources for program enhancement
- Identification of start-up requirements
- Permitting status of the proposed housing program (if applicable)
- If applicable, describe the agency's experience with real estate development - if limited or no experience, describe how the agency will partner with affordable housing agencies or experienced real estate consultants
- Describe how the proposing agency intends to partner with housing entities (including local public housing authorities and/or housing development organizations) to foster connections to permanent housing opportunities. Provide details of how the experience of the partners applies to the project and how the partnership will work

#### **Response Section IV: References**

In order to validate the highest-ranking proposal, references may be contacted for further input. The results of the reference calls will be used by the evaluation team in developing its recommendation for awarding the grant.

Bidder must provide at least three (3) references including 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: Protected Information**

Detail how protected information will be maintained and secured, as well as internal policies related to training, confidentiality, and hiring policies related to criminal background checks for current and potential employees.

## **Response Section VIII: Cost Proposal**

This section should include:

- Identification of start-up costs
- Additional sources of funding/support, both cash and in-kind
- Total annual line item budget (including per capita costs) showing DOC funding and other sources of support

## **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, Vermont 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 or more bidders 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 bi-annually 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 for the period of August 1, 2019 through June 30, 2021. The grant may be renewed without rebidding for one two-year period 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 evaluated and weighted using the following distribution between experience, program design and cost:

Experience (including references)	30%
Program Design	40%
Cost	30%

The nine criteria below are listed in no particular order and will be given significant consideration by the evaluation team.

- Experience in providing the services required under this grant

- The quality of the housing environment
- The quality and completeness of the structured activities and behavioral expectations proposed for residents. Programming should be evidence-based and align with the framework of Risk Need Responsivity.
- The level of supervision proposed
- The number, quality, and collaborative alliance with partners involved, which includes but is not limited to volunteers, community providers, and funders
- The documentation of community education and involvement
- The evidence of sustainability of the housing and related program activities
- The per diem rate of the transitional beds
- The adequacy of the proposed budget and the certainty of the proposed funding to support the full proposed program

Although the criteria listed above are material factors, they are not the sole factors in proposal evaluation. A grant award will be made to the bidder(s) whose proposal(s) are determined to be the most advantageous to the State, taking into account cost and other evaluation criteria as set forth in this RFP. Additional consideration will be given to proposals that leverage multiple resource streams for on-going program operations and/or create strategic links to permanent housing options and/or Housing Choice Vouchers.

Staff of other departments, agencies and/or consultants may be involved in the evaluation of the proposals.

During the evaluation process, bidders may be contacted for the purpose of obtaining clarification of their response. However, no clarification will be sought if a bidder completely fails to address a feature contained in the RFP document. If the failure was in response to a mandatory feature, the bidder may be disqualified.

As part of its evaluation, the State may conduct interviews with one or more bidders. In such an event, bidders may be required to travel to Waterbury, Vermont, at their own expense, to participate in an on-site interview. Conversely, the State may elect to travel to the bidder's headquarters to conduct the interview, as well as tour its facilities.