

STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Request for Proposal #: 52-RFP-1420237627-CCG

INTERMEDIARY AGENCIES

Date of Issue: January 21, 2025

Proposal Opening Date: February 21, 2025

At 2:00 PM ET

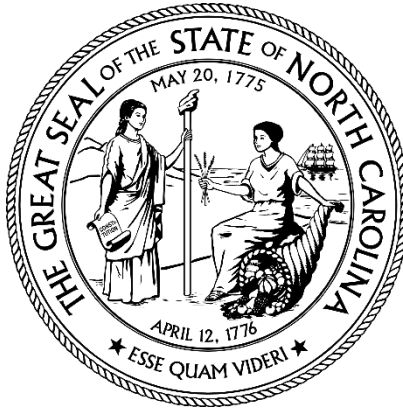
Direct all inquiries concerning this RFP to:

Crystal Carlson

Procurement Specialist

Email: crystal.carlson@dac.nc.gov

Phone: 919-324-6475



STATE OF NORTH CAROLINA

Request for Proposal

52-RFP-1420237627-CCG

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA

Department of Adult Correction

Refer <u>ALL</u> inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for directions on inquiries.	Request for Proposal #: 52-RFP-1420237627-CCG
	Proposals will be publicly opened: February 21, 2025, by 2:00 PM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 259 280 169 242 Passcode: fX6uf6A4
Using Agency: Division of Rehabilitation and Reentry	Commodity No. and Description: 801016 – Project Management
Requisition No.: RQ171292	

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Department of Adult Correction)

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1.0 PURPOSE AND BACKGROUND

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is for the NC Department of Adult Correction (the “Department” or “NCDAC”) to solicit proposals for qualified Vendors to serve as the Intermediary Agencies (IA) for local reentry councils (LRC) that assist justice-involved citizens living in local communities, and to award Agency Specific Term Contract(s) for Pitt County.

The Intermediary Agency is a legal entity with an established organizational infrastructure and a history of working with government and community-based organizations. The intermediary agency serves as the mechanism to fund and support the creation of the LRC, acts as the fiscal agent for the LRC, and operates as the liaison between NCDAC and the LRC. Specific responsibilities of the intermediary agency include those set forth below.

- A. Manage, track, and disburse funds to support the LRC.
- B. Engage faith and community-based organizations, agencies, individuals, and stakeholders to form a network that strengthens the collective ability to provide reentry services.
- C. Provide administrative support, coordination, and technical assistance to LRC service providers.
- D. Report to the local executive committee.
- E. Hire the LRC staff positions (Reentry Coordinator and Case Manager/Job Placement Specialist).
- F. Manage contracts with service providers.

In this support role, the intermediary agency offers LRC stakeholders specialized skills, expertise, knowledge, connections, and project management.

Characteristics of an effective intermediary agency include a track record of innovation, clear alignment with the community it serves, and the ability to improve processes through effective evaluation and assessment. Applicants who respond to this proposal should be able to demonstrate an established commitment to successful reentry efforts and initiatives, strong leadership, and proven sustainability. The awarded Vendors must be able to identify and collaborate with a diverse group of stakeholders to maximize available resources and improve outcomes for justice-involved citizens.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

The intent of this solicitation is to award an Agency Specific Term Contract.

1.2 BACKGROUND

The NC Department of Adult Correction is responsible for the supervision of offenders sentenced to prison or supervised probation. Each year, more than 20,000 offenders return to their communities after being released from North Carolina state prisons.

The Division of Rehabilitation and Reentry (Division) is responsible for the statewide coordination and implementation of reentry initiatives for justice-involved individuals in North Carolina. To fulfill that mandate, the Division oversees a comprehensive array of reentry programs, services, and resources to help them rebuild their lives and successfully reintegrate into their communities.

Local Reentry Council (LRC) consists of an organized network of individuals and agencies from different disciplines and backgrounds having a role or significant interest in helping people successfully transition from correctional supervision (including prisons, probation, parole and/or post-release supervision). The mission of the LRC is to coordinate resources in the community to efficiently provide and streamline resources for incarcerated and formerly incarcerated individuals in order to reduce recidivism and promote public safety.

NCDAC established the first local reentry councils in five (5) catchment areas in 2013. Buncombe County, Mecklenburg County, Pitt County, Nash/Edgecombe/Wilson Counties and Hoke/Scotland/Robeson Counties. Based on the experiences of these pilot areas, the Department continues to engage with stakeholders in an effort to increase the number of councils across the state. As of September 1, 2024, there are 27 local reentry councils statewide serving 49 counties.

Each LRC includes a local executive committee, an intermediary agency, local staff from the North Carolina Department of Adult Correction, community and faith-based service providers, and an advisory committee. The LRC is responsible for developing a comprehensive local reentry plan that addresses barriers formerly incarcerated individuals may face in their communities. Focus areas include employment, mental health and substance abuse treatment, transportation, childcare services, vocational training, education, and housing. Other LRC responsibilities include:

- A. Developing a network of resources within the local community;
- B. Communicating with community leaders regarding reentry needs;
- C. Advocating for formerly incarcerated individuals; and
- D. Educating the public on reentry needs and initiatives.

NCDAC also provides support and technical assistance to local reentry councils, and local NCDAC employees serve as members of the local reentry council and its local executive committee. This allows NCDAC to help coordinate and sustain LRC initiatives, to keep abreast of available community resources, and to better help offenders successfully transition from correctional supervision.

(See Appendix A – Local Reentry Council Model and Local Governance Structure)

1.3 CONTRACT TERM

The Contract shall have an initial term of one (1) year beginning on the date of final Contract execution (the “Effective Date”) or April 1, 2025, whichever is later.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	January 21, 2025
Submit Written Questions	Vendor	January 31, 2025, by 3:00 PM ET
Provide Response to Questions	State	February 4, 2025
Submit Proposals	Vendor	February 21, 2025, by 2:00 PM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 259 280 169 242 Passcode: fX6uf6A4 Dial in by phone +1 984-204-1487,,636202557# United States, Raleigh Find a local number Phone conference ID: 636 202 557# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 117 447 802 8
Contract Effective Date	State	April 1, 2025

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP # 52-RFP-1420237627-CCG – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

5. Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and

proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of EXECUTION PAGE, along with all pages of the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- c) Vendor's Proposal addressing all Specifications of this RFP to include required information in Section 4.1, Section 4.6, Section 5.5, and Section 5.6.
- d) Completed version of ATTACHMENT A: PROPOSED BUDGET AND NARRATIVE
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY
- j) Completed and signed version of ATTACHMENT I: DISCLOSURE OF JUDGEMENTS/CONVICTIONS
- k) Completed and signed version of ATTACHMENT J: COMPANY INFORMATION
- l) Completed and signed version of ATTACHMENT K: VENDOR POINT OF CONTACT AND DESIGNEE FOR INVOICE APPROVAL
- m) Completed and signed version of ATTACHMENT L: ACKNOWLEDGEMENT OF ADHERANCE TO STANDARD OPERATING PROCEDURES AND FINANCIAL GUIDELINES
- n) Completed and signed version of ATTACHMENT M: NON-DISCLOSURE AGREEMENT
- o) Provide copy of Conflict of Interest

The following additional components are for Vendors who will subcontract services to another entity. The following requirements should be submitted with the corresponding Vendor sections for the Subcontractor.

SUBCONTRACTING: *Performance and Service Delivery under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Acceptance of a Vendor's Subcontracting proposal shall include:*

1. Secretary of State Articles of Incorporations
2. Vendor EIN Number
3. List of separate roles and responsibilities of Intermediary Agency and Subcontractor
4. Approval to use the subcontractor(s) that have been specified therein and provide the following additional documentation:
5. Section 4.6 Vendor Experience
6. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

7. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
8. Completed and Signed version of ATTACHMENT I: DISCLOSURE OF JUDGEMENTS/CONVICTIONS
9. Completed and signed version of ATTACHMENT J: COMPANY INFORMATION
10. Completed and signed version of ATTACHMENT K: VENDOR POINT OF CONTACT AND DESIGNEE FOR INVOICE APPROVAL
11. Conflicts of interest signed by Intermediary Agency and Subcontractor staff.

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #___ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- A. **ADMINISTRATIVE FEE:** The amount the Vendor is allowed to charge to cover any and all expenses related to administration of any resulting contract from this Request for Proposal (RFP).
- B. **CASE PLANNING:** Is the process to develop a comprehensive plan based on an assessment of needs and identifies the programs, services and activities an individual should participate in to facilitate and promote the greatest opportunity for positive change.
- C. **CASE MANAGEMENT:** A collaborative process of assessment, planning, guidance and monitoring to facilitate access to programs and services that address the individual's needs.
- D. **CDS:** Community Development Specialist.
- E. **DAC or NCDAC:** The North Carolina Department of Adult Correction.
- F. **EVIDENCE-BASED PRACTICES:** Practices that have been empirically tested and have been shown to reduce recidivism among the formerly incarcerated individual population.
- G. **INTERMEDIARY AGENCY:** An organization with state and/or local recognition and relationships to work with community-based and faith-based reentry service providers, individuals and stakeholders who will constitute the Local Reentry Council.
- H. **LOCAL EXECUTIVE COMMITTEE:** The Local Executive Committee will guide decision making about the work of the Local Reentry Council including operation, design, and implementation is designed to ensure that key decisions about the Local Reentry Council are part of a formal, clear and open process that involves advice, concerns and input of all stakeholders of the Council.
- I. **LOCAL REENTRY COUNCIL (LRC):** Consists of an organized network of individuals and agencies from different disciplines and backgrounds that have a role or significant interest in providing supervision and coordination of innovative responses to the reintegration of formerly incarcerated individuals/formerly incarcerated individuals at the local level and to use existing program services.
- J. **MAY:** Denotes that which is permissible, not mandatory.
- K. **MEMORANDUM OF AGREEMENT:** (MOA), also known as a memorandum of understanding – a formal business document used to outline an agreement made between two separate entities, groups, or individuals. For the purposes of this RFP, a MOA is a partnership between the Intermediary Agency and the Service Provider to provide supportive services to ex-formerly incarcerated individuals that lead to an increase in public safety, enhance job opportunities, and any other assistance that may lead to an individual becoming a law-abiding citizen.

- L. POINT OF CONTACT:** individual identified by the Vendor to communicate with NCDAC and Division of Rehabilitation and Reentry.
- M. PREA: Prison Rape Elimination Act:** The Prison Rape Elimination Act of 2003 was enacted by Congress to address the problem of sexual abuse and sexual harassment of persons in the custody of U.S. correctional agencies. The Act applies to all public and private institutions that house inmates, juveniles, and is also relevant to community-based agencies.
- N. PROJECT MANAGER:** Is the staff person from the Division of Rehabilitation and Reentry who will manage the implementation of this project.**REDACTED:** edited copy of the Vendors proposal response with Proprietary and/or Confidential information excluded/removed.
- O. REHABILITATION AND REENTRY, DIVISION OF (formerly Reentry Programs and Services or RPS):** will be the Section of NCDAC responsible for overseeing administration of any resulting contract from this RFP.
- P. RETURNING CITIZEN:** an individual with a criminal background and participant receiving reentry services. A returning citizen is also referenced as a formerly incarcerated or justice involved individual.
- Q. SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to Fulfill the requirements and specifications of this solicitation.
- R. SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the proposal.
- S. SHOULD:** Denotes that which is recommended, not mandatory.
- T. SUPPORTIVE SERVICES:** Reentry services and assistance provided to returning citizens.
- U. TITLE VI COMPLIANCE:** Ensures that no person shall on the ground of race, color, national origin, sex or disabilities be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal funds.
- V. UN-REDACTED:** copy of the Vendors proposal response unedited including all confidential and/or proprietary information.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor per County, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government

agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

Proposals will be received according to the method stated in the Proposal Submittal Section above. All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. **Vendor's Experience** providing services similar in size and scope as outlined in this RFP (**Section 4.6: Vendor Experience**)
2. **Vendor's Proposed Budget** (with narrative) that utilizes a majority of the funding to provide direct reentry services to participants while demonstrating a balanced and sustainable approach to the Local Reentry Council. (**Section 4.1: Proposed Budget and Narrative; Attachment A: Proposed Budget and Narrative**)
3. **Vendor's Organizational and Operational Plan** to effectively manage the implementation of a Local Reentry Council. (**Section 5.5: Project Organization**)
4. **Vendor's Technical Approach** ability to successfully accomplish the tasks outlined in the Scope of Work based on the Intermediary Characteristics (**Section 5.6: Technical Approach**)

The State reserves the right to waive any minor informality or technicality in proposals received.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PROPOSED BUDGET AND NARRATIVE

The proposed budget and narrative shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. The maximum annual amount available for funding will be \$150,000 for a single county area and \$225,000 for dual and/or multi-county areas for the contract term which includes the maximum amount of 15% or \$22,500 for a single county area or \$33,750 for a dual and/or multi county area for the Administrative Fee. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PROPOSED BUDGET AND NARRATIVE and include in Proposal.

4.2 INVOICES

Vendor accepts responsibility for operating according to the LRC Standard Operating Procedures Manual (SOP) and any future revisions (see Appendix F: Standard Operating Procedures). Vendors will be required to sign an agreement verifying that the Vendor has reviewed and accepts responsibility for operating according to the SOP (See ATTACHMENT L: ACKNOWLEDGEMENT OF ADHERANCE TO STANDARD OPERATING PROCEDURES AND FINANCIAL GUIDELINES in the Ariba Sourcing Tool). Below are some standards detailed in the SOP. Vendors are responsible for reviewing and understanding the SOP in its entirety along with amendments and communications related to operating procedures.

1. Vendor must submit invoices by the 25th of each month for which work was performed. All invoices not submitted by due date will be processed the next month. EXCEPTION: A due date will be sent to LRC’s in advance of the NCDAC fiscal year end close out (June 30th) for May and any other invoice submissions with prior written approval. Failure to strictly adhere to the fiscal year end close out date will delay processing of reimbursements.
2. Invoices should be submitted monthly. Invoices submitted more than 60 days past the invoice due must have prior written approval.
3. Invoices 90 days past the invoice due date without prior written approval are not eligible for reimbursement and will **NOT** be processed.
4. Invoices and supporting documentation must be submitted in electronic format to the designated DAC Community Development Specialist (CDS). It must be identified by a unique invoice number.
5. Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause delay in payment.

6. Invoices submitted by service providers must be approved by local reentry council staff before submission for payments to ensure expenses are in accordance with the Vendor contract.
7. Before service providers can provide supportive services to reentry participants, there must be a current Memorandum of Agreement (MOA/Title VI Compliance) on file with the Department.
8. Participants must be actively enrolled in the LRC and the case management tool (CMT), the data tool to track activities and services for participants. An assessment and active case plan must be completed for services to be eligible for reimbursement. Services provided to participants not actively enrolled in CMT at the time-of-service provision are not eligible for reimbursement.
9. Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period cover date, the amount of fees due to the Vendor and the original signature of the Vendor's project manager. implying
10. Invoices returned to the Vendor for corrections, clarifications, or supporting documentation must be resubmitted within ten (10) business days of notification from the Department. Vendor must submit invoices within the required ten (10) business day timeframe.

4.3 PAYMENT TERMS

The vendor will be compensated at the rates quoted in the Vendor's Proposed Budget and Narrative. The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by the State.

4.4 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.5 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.6 VENDOR EXPERIENCE

In its Proposal, the Vendor shall demonstrate experience with public and/or private sector participants with similar or greater size and complexity to the State of North Carolina by submitting a narrative that provides at least **three (3)** detailed descriptions of projects, which are similar in scope, in which the Vendor is currently working or has completed within the last **five (5)** years. The narrative shall include, at a minimum, the county or counties served; the name of the project; description of services rendered including development of service agreements, referral process or procedures, and case management activities; dates of services; description of the target

population served; and the name, mailing address, email address and phone number for a Contact Person who would be familiar with the Vendor's involvement in this project.

It is preferred that the Vendor has implemented NCDAC Local Reentry Council Model/Governance Structure (See Appendix A) and/or have worked closely with the Local Reentry Council in that area along with the Department for technical assistance/ guidance. If applicable, vendor must provide meeting roster and minutes/specific agendas for the past year for council and executive meetings.

The information submitted shall be considered in the evaluation of the proposal and the State reserves the right to contact the Contact Person listed in the narrative.

4.7 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.8 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there is none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.9 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor

may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.10 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.11 CONFLICTS OF INTEREST

Vendor understands and agrees that Vendor staff or personnel directly providing or receiving payment for Supportive Services (including, but not limited to, housing, employment services, education services, vocational training, transportation, nutrition assistance, and clothing) to formerly incarcerated individuals/formerly incarcerated individuals pursuant to this Agreement may give rise to a Conflict of Interest or potential Conflict of Interest. Vendor warrants that Vendor staff or personnel shall not directly provide or receive payment for Supportive Services (including, but not limited to, housing, employment services, education services, vocational training, transportation, nutrition assistance, and clothing) to formerly incarcerated individuals/formerly incarcerated individuals pursuant to this Agreement, and Vendor staff or personnel shall not have ownership interest in any business, company, firm, corporation, partnership, or other entity which provides Supportive Services to formerly incarcerated individuals/formerly incarcerated individuals pursuant to this Agreement. Further, Vendor warrants that if Vendor becomes aware of any facts which might, in the good faith judgment of Vendor, reasonably be expected to involve or give rise to a Conflict of Interest or potential Conflict of Interest, Vendor will promptly inform Contract Lead of those facts."

The Vendor shall have a policy that addresses any conflict of interest that may arise or have the appearance of conflict among the vendor, LRC staff, service providers, and executive committee members who could be involved in the allocation of state funds.

The conflict-of-interest policy shall be reviewed annually. All IA and LRC staff, service providers, and executive committee members shall sign a conflict-of-interest disclosure form annually and kept on file with the Vendor.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Through this Request for Proposal (RFP) the NC Department of Adult Correction, Division of Rehabilitation and Reentry (the Department) intends to identify an Intermediary Agency for the Area listed below:

1. Pitt County

The Intermediary Agency shall be a legal entity with state and/or local recognition and relationships to work with community-based and faith-based reentry service providers, individuals, and stakeholders who will constitute the Local Reentry Council membership in each of the areas. Additionally, the Intermediary Agency shall serve as the liaison between the State and the Local Reentry Council and shall have an established organizational infrastructure and a history of working with local, county, and state government and community-based organizations.

Finally, the Intermediary Agency shall have the ability to create multi-sector solutions to social problems of reentry.

The Intermediary Agency shall act as the fiscal agent for the Local Reentry Council during this period of approximately twelve (12) months to perform the following functions:

Fund and provide administrative support, office space, office equipment, etc. for two (2) or three (3) dedicated staff positions depending on the area for the Local Reentry Council;

Purchase supportive services such as housing assistance, transportation assistance, employment assistance and job readiness, childcare assistance, and basic needs for returning citizens being served by the Local Reentry Council service providers and make referrals to behavioral health services and other supportive services (as needed); and ensure all service providers are under a signed service contract/ Memorandum of Agreement (MOA) (See Appendix D– Memorandum of Agreement) and have signed a Title V Compliance and Assurance form (See Appendix E – Title 6 Compliance).

Individuals under North Carolina correctional supervision should have priority over all services that are being provided.

Once implemented, utilize the Department case management and data tracking systems that helps coordinate post- release continuity of care through a case and discharge planning process for individuals who have a moderate to high-risk chance of re-arrest, have multiple criminogenic needs, and face significant barriers to successful reentry. The systems will facilitate the ability to build a custom case plan that matches the individual returning citizen's needs for housing, employment, and transportation with additional educational support in case of certification needed for employment. In addition, the systems will keep track of external referrals to community-based organizations providing services in the needed areas.

5.2 OBJECTIVES/TASKS

1. As part of ongoing efforts to enhance reentry funding and support for returning citizens in local communities, it is imperative that intermediary agencies strengthen collaborations with neighboring counties. Vendor shall cooperate with neighboring counties in a collective effort to reduce recidivism, enhance public safety, and improve the well-being of communities. To effectively execute this cooperative initiative, an intermediary will be tasked with establishing connections with the leadership of neighboring counties. This will involve fostering inter-agency cooperation between counties and reentry partners to create a cohesive and comprehensive approach to supporting individuals transitioning back to communities. The interconnected nature of reentry programs and services necessitates a regional approach that transcends individual county boundaries. By working collaboratively with neighboring counties, an intermediary can leverage resources, share best practices, and enhance the impact of collective efforts in supporting returning citizens.
2. Vendor shall serve as the Intermediary Agency responsible for officially implementing the Local Reentry Council Model in the county for which a proposal is submitted.
3. Vendor shall serve as the Fiscal Agent for the Local Reentry Council being implemented in the area for which a proposal is submitted.
4. Vendor shall serve as the liaison between the official Local Reentry Council being implemented in the area for which a proposal is submitted and the NCDAC Division of Rehabilitation and Reentry.
5. Vendor shall utilize the Department's case management and data tracking systems as the primary systems to manage and report on participant outcomes.

5.3 VENDOR RESPONSIBILITIES

A. FISCAL AGENT

1. Manage the budget and related expenditures for the Local Reentry Council in the area based on allocated funding.
2. Develop contracts and/or memorandums of agreement (MOA) for local service providers in the following areas of support provided by the Local Reentry Council: employment, housing, transportation, vocational training, academic education, and childcare services.
3. In collaboration with the NC Department of Adult Correction, Division of Rehabilitation and Reentry select, hire or contract with individuals for dedicated full-time staff positions for the Local Reentry Council (e.g. Local Reentry Council Coordinator and Case Manager and/or Job Placement Specialist).
4. Provide office space, phone, office equipment/furniture, computer with internet access, and office supplies for dedicated Local Reentry Council staff (e.g., Local Reentry Coordinator and Job Placement Specialist).
5. Request reimbursement from the Department for expenditures related to Local Reentry Council, Local Reentry Council staff positions and service provider's invoices for supportive services rendered to participants.
6. Conduct program and fiscal monitoring and reporting to ensure program fidelity and contract compliance.

B. LIASION ROLE WITH NCDAC

1. Provide capacity building, technical assistance, and support to service provider organizations.
2. Submit monthly data reports by the 15th of each month as requested by the State and/or other stakeholders to ensure operations and fiscal administration of the Local Reentry Council funds. Failure to provide monthly data reports by the 15th of each month may result in termination of contract.
3. Appoint a management level staff person of the Intermediary Agency to the Local Executive Committee of the Local Reentry Council to work collaboratively and assist the committee with key decisions on the operation, implementation and oversight of the Local Reentry Council.
4. Work with the NCDAC and the Division of Rehabilitation and Reentry to develop and maintain support for the implementation of the Local Reentry Council Model throughout the State.
5. Assist in the identification and pursuit of sustainability funding for the Local Reentry Council before the startup funding is exhausted.
6. Provide administrative support/technical assistance.
7. Utilize state funded Department case management and data tracking systems to track reentry services rendered and participant outcomes.
8. Participate in training on the usage and adherence to the LRC Standard Operating Procedures Manual.
9. Participate in semi-annual program reviews as prescribed by the State.
10. Participate in trainings and meetings held by statewide reentry partners, stakeholders, and Reentry, Programs and Services. Training may include, but is not limited to, Evidence-based Practices, Case Planning and Case

Management, PREA, NCDAC/Division.

11. Participate in local and statewide public education and outreach efforts on reentry.
12. Maintain current membership lists of LRC Executive Committees, Local Reentry Council members and Service Providers.

5.4 DEPARTMENT RESPONSIBILITIES

A. GENERAL

1. Provide technical assistance to Intermediary Agencies in the development, support, and sustainability of a Local Reentry Council.
2. Conduct training for PREA, monthly reporting requirements, and NCDAC facility orientation sessions. The Intermediary Agency and all key personnel must attend and complete all training sessions. Training schedules will be mutually agreed upon between the Department and the Intermediary Agency.
3. Provide licenses, access, technical assistance, case management and data tracking systems training to track reentry services rendered and participant outcomes.
4. Produce quarterly data reports for Local Reentry Councils.
5. Provide Local Reentry Council Standard Operating Procedures training.
6. Conduct semi-annual program reviews and trainings on Evidence-based Practices, Case Planning and Case Management.
7. Monitor expenditures to certify compliance with guidelines and budgeting processes.
8. Review and approve invoices for reimbursement.

B. QUALITY ASSURANCE AND OUTCOMES

To determine if programs are successful at meeting standards

1. NCDAC will conduct ongoing audit reviews by utilizing the Department's case management and data tracking systems to track reentry services rendered and participants outcome. Any deficiency will be immediately addressed by the Department.
2. Vendor will be required to submit an action plan to eliminate identified deficiencies within a specified timeframe given by the Department.
3. NCDAC will review case notes, case plans, intake processes, and assessments for compliance.
4. NCDAC will conduct site visits to monitor services and activities provided by the Vendor for compliance with the contract requirements, as well as all State, Federal, and local laws and regulations.
5. Vendor shall provide information as requested by the Department for purposes of quality assurance evaluations.
6. Vendor shall attend quality assurance training sessions as designated by the Department. Vendor's failure to comply with any aspects of the quality assurance process, outlined above, may result in termination of contract.

C. INTERMEDIARY AGENCY TRANSITION CLOSEOUT PROCESS

In the event of a contract non-renewal and/or termination, the following steps are required:

1. Vendor must submit a detailed plan of operation and maintenance of all close out deliverables 45 days prior to transfer to NCDAC.
2. Vendor must complete and submit the Intermediary Agency Close Out form. Information detailing any open issues for resolution must be documented on this form.
3. Vendor must provide NCDAC with a copy of all current MOA/MOUs.
4. Vendor must ensure that all case file information on participants to include but not limited to case notes, case plans and contact information are updated before the transfer of files.
5. Vendor must create a roster of active, inactive, closed and pending cases. Information must include name, address, telephone, and opus number.
6. Vendor must submit a current list of their LRC executive committee members, local reentry council members and an updated service providers list. Information must include the following:
 - a. Contact Name
 - b. Agency Name
 - c. Email Address
 - d. Agency Address
 - e. Telephone Number
 - f. Service Type
7. Vendor shall ensure all contractual obligations have been met, submit final invoices for reimbursement, close out all service provider contracts and MOA/MOUs within 30 days after contract end date.
8. Vendor's failure to comply with the aforementioned will result in final invoice payments being withheld until all requirements of the Intermediary Agency Transition Process have been met.

5.5 PROJECT ORGANIZATION

In its proposal response, Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each proposed Staff by addressing, in detail, the Staffing Plan, as outlined below.

A. Staffing Plan

Submit a detailed proposed staffing plan which includes job descriptions for a minimum of **TWO** required dedicated Local Reentry Council staff positions **for single and multi-county LRCs** and must include all key personnel that will be involved in the implementation of the Local Reentry Council model. The proposed staffing plan shall include a list of roles and responsibilities for all staff positions identified.

Provide a copy of its policy showing compliance with federal, state, and local non-discrimination laws, with any modifications needed to comply with the NCDAC Non-Discrimination Policy. The NCDAC Non-Discrimination policy states that: No participant in the Local Reentry Council Initiative shall be discriminated against in any fashion on the basis of race, religion, color, national origin, age, gender or gender identity, sexual orientation, substance abuse history, health or mental health status, height, weight, marital status, handicap or veteran status.

B. Implementation Plan

Vendor's proposal shall include, in narrative form, the Vendor's implementation plan that details the specific implementation tasks such as establishing an office, hiring, and training staff, developing a network of reentry resources, hosting Local Reentry Council meetings, and securing MOAs for supportive services. The implementation plan shall describe, in detail, the action steps that will be completed at 30, 60 and 90-day intervals. The timeframe intervals are not intended to be specific dates but shall indicate what steps the Vendor will complete within 30 days of award, 60 days of award, and 90 days of award.

5.6 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

A. Intermediary Characteristics

Vendor shall provide information regarding intermediary characteristics of your entity which you consider relevant to your ability to successfully perform services defined by this RFP by responding to questions 1 through 5 below. Responses shall be as detailed as possible and where appropriate, include project descriptions, deliverables, staff involved, and dates of activities/services.

1. Agency Leadership

- a. How long has the Vendor been in existence?
- b. If applicable, does the Board of Directors include leaders that provide services in the area?
- c. What percentage of current staff live in the area where services will be provided?
- d. Describe the specific training or educational credentials staff possess to provide direct services in this area.

2. Fiscal and Entity Management

- a. Describe the staff resource(s), if any, who are responsible for monitoring and managing project budgets and invoicing processes.
- b. Describe in detail at least two (2) prior experiences of securing and properly managing public and/or private funding related to services in the area.
- c. Describe your experience(s) with developing agreements for service delivery in the area.

3. New Initiatives

- a. Does the entity have a track record of starting new initiatives and sustaining them beyond startup funding? If yes, please explain or describe in detail.
- b. Does the entity draw from diverse revenue streams to maintain new initiatives? If yes, please explain or describe in detail.

4. Provider Networks

- a. Describe any collaborations and/or partnerships that the entity has been involved in and for how long in the area.
- b. Describe the entity's experience with developing a strong provider network. If no

experience, please describe the entity's process for development.

- c. Does the entity actively participate in task forces, coalitions, alliances, planning groups, etc. in the area for which a proposal is being submitted? If yes, explain or describe in detail.
- d. Has the entity actively participated in any informational, developmental, or actual meetings of the Local Reentry Council in the area for which a proposal is being submitted? If yes, the entity must describe their experiences with the Local Reentry Council effort and provide proof or evidence of involvement or attendance in these efforts in the area. (Note: Evidence can include letters of support from Local Reentry Council stakeholders, meeting minutes and/or attendance rosters indicating attendance or participation in reentry activities hosted by the Local Reentry Council being established in the area).
- e. How would the entity ensure a fair and open competition among service providers contracting with Local Reentry Council? Explain in detail.

5. Stakeholder Engagement

- a. What is your entity's experience in engaging influential community leaders to provide useful information about the barriers and kinds of services that returning citizens need? Please explain or describe in detail.
- b. Describe in detail the specific services offered by your entity in the area for which a proposal is being submitted.
- c. Has your entity successfully implemented its programs in conjunction with diverse group of organizations/agencies/stakeholders? If yes, please explain in detail how the entity has successfully replicated its program(s).
- d. Is there extensive community awareness of the services you provide and how to access them? If yes, please provide examples of how people in the community learn about your services.
- e. Provide a copy of current policy or policies for ensuring participant confidentiality.
- f. Provide examples of current outcome measurements, reports, and program evaluation efforts that demonstrate the effectiveness of your services.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CONTRACT ADMINISTRATORS

The Vendor shall designate and make available to the State a project manager. The project manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Contact Information	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

NCDAC Contract Administrators:

Crystal Carlson, NC Department of Adult Correction, Departmental Purchasing, Raleigh, NC, 919-324-6475, crystal.carlson@dac.nc.gov is designated as the **Contract Administrator** for the Department.

Monica L. Artis, Rehabilitation and Reentry, NC Department of Adult Correction, Raleigh, NC (919) 324-6411, monica.artis@dac.nc.gov, is designated as the **Contract Manager** for the Department.

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically (monthly or as needed) with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

Vendor also must submit a summary detailing the specific collaboration of roles and responsibilities between the Executive Committee and the Vendor within sixty (60) days after award.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC STATUS REPORTS

NCDAC has implemented a case management and data tracking tool (CMT) that helps coordinate post-release continuity of care through a case and discharge planning process for individuals who have a moderate to high-risk chance of re-arrest, have multiple criminogenic needs, and face significant barriers to successful reentry. CMT facilitates the ability to build a custom case plan that matches the individual returning citizen's needs for housing, employment, and transportation with additional educational support in case of certification needed for employment. In addition, CMT keeps track of external referrals to community-based organizations providing services in the needed areas.

The Vendor shall input all data into the CMT at least weekly or as specified to ensure the integrity of the program and to allow DAC to create accurate reports.

The Vendor shall also provide project reports to the designated Project Manager. This report shall include, at a minimum, information concerning upcoming Local Reentry Council and Local Executive Committee meeting dates, scheduled events, challenges, success stories and sustainability plans. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically in Microsoft Word format to the designated Project Manager. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to four (4) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 DAC ADDITIONAL TERMS

1. **ALCOHOL/DRUG-FREE WORKPLACE POLICY:** A copy of the Department's Alcohol/Drug Free Workplace Policy is attached to this solicitation in the Ariba Sourcing Tool. The Vendor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The Vendor understands that its employees/staff are required to abide by these standards. The Vendor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.

2. **PREA:** The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors, or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to SVC.dac.prea@dac.nc.gov, or the DAC Communications office at (919) 825-2754.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison, or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco

or tobacco products, alcohol, or cell phones. It may also violate NCDAC policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDAC policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

3. **NON-DISCLOSURE AGREEMENT**: A copy of the Department's Non-Disclosure Agreement is attached to this solicitation in the Ariba Sourcing Tool. The Vendor understands that its employees/staff are required to abide by these requirements.

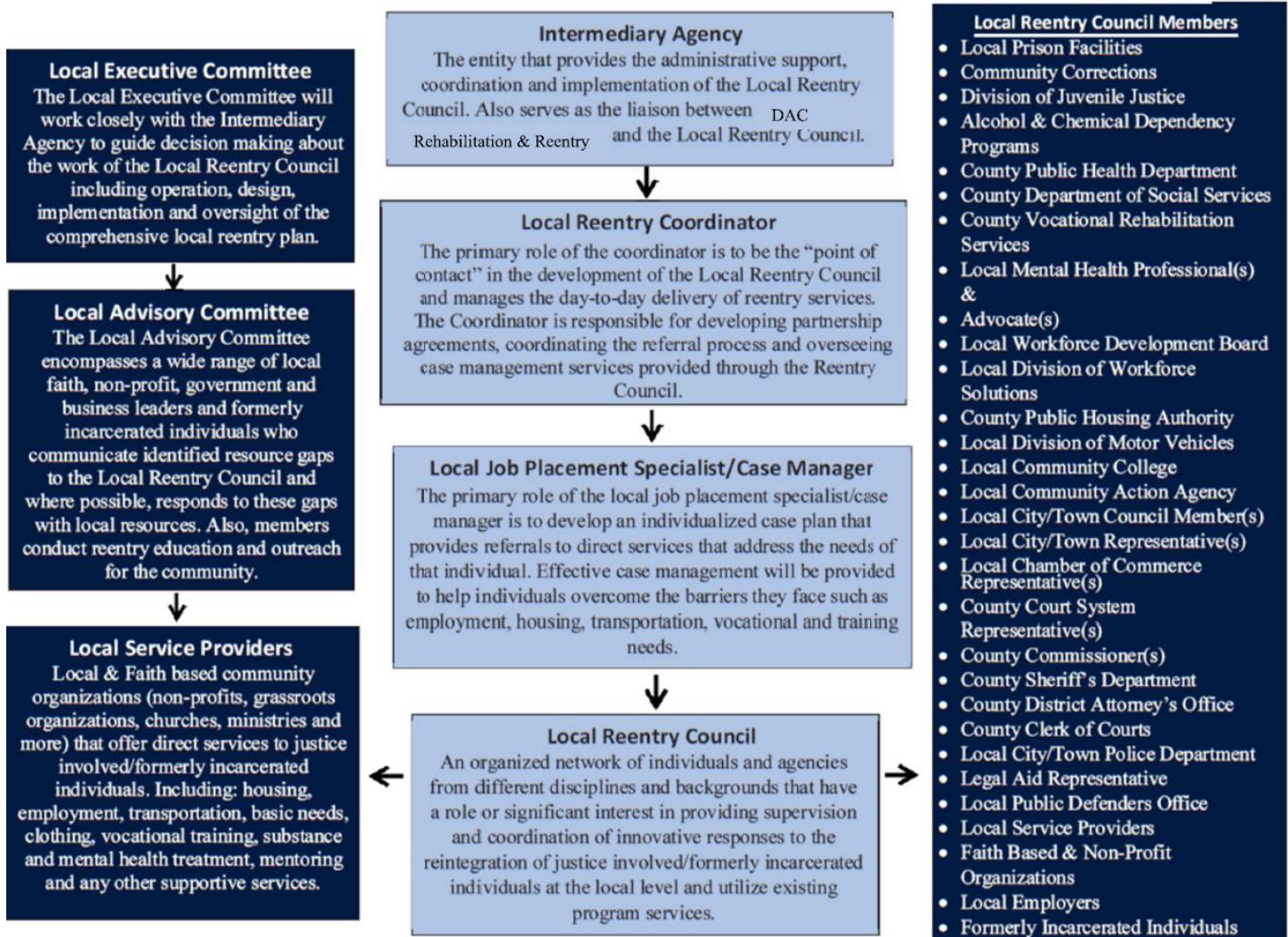
6.9 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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APPENDIX A: LOCAL REENTRY COUNCIL MODEL AND GOVERNANCE STRUCTURE

The North Carolina Department of Adult Correction Local Reentry Council



Local Governance Structure Overview



APPENDIX B: FINANCIAL GUIDELINES FOR SUPPORTIVE SERVICES

PURPOSE:

To provide intermediary agencies, Local Reentry Councils and community service providers with general financial guidelines on how to utilize funding to support the successful reentry and transition of participants in designated communities.

OVERVIEW:

Accessing funds will require Intermediary Agencies, local partners and community service providers to enter into a Memorandum of Agreement (MOA), setting out the working arrangements that each entity agrees is necessary to effectively assist participants. The purpose of the MOA is for the Intermediary Agency and the Provider to work in partnership to provide supportive services to participants. Before any provision of supportive services to participants, a MOA must be established and signed by the Intermediary Agency and Provider. The scope of services within the MOA shall include the Provider agreeing to provide supportive services as requested by the Intermediary Agency. The Intermediary Agency, in turn, agrees to reimburse the Provider for all services agreed upon and rendered. The provider will not be reimbursed by the Intermediary Agency for any service provided that is outside of the scope of the MOA.

The Intermediary Agency staff will complete and submit the following forms as documentation of expenses: Transition/Reentry Support (TRS) Form(s), and Vendor Invoice(s). Receipts for purchases and payments for goods and services will also be required. Each category of funding describes allowable and non-allowable expenses. In the event that a local partner (agency/organization/individual) expends funds on behalf of a participant that are not stated within the Financial Guidelines for Supportive Services, a letter on agency/organizational letterhead or personal stationery must be submitted that includes an explanation of expenses and justification for non-compliance with stated financial guidelines, and original receipts. This information will be reviewed and approval for reimbursement will be made on a case-by-case basis. Reimbursement under these circumstances is NOT guaranteed.

SUPPORTIVE SERVICES:

Contract Services

Housing: Assistance is provided on a short-term basis for an initial period of up to 90 days after release (based on established need, rate and ability to pay). Intermediary Agency staff members should review the need for housing assistance every 45 days to determine future housing assistance needs. Landlords must provide a copy of the written lease agreement signed by the participant. The lease agreement must stipulate that any payments made on the behalf of the participant by the Intermediary Agency will not be returned to the participant under any circumstances. Any refunds/overpayments of Intermediary Agency funds should be sent directly to the Intermediary Agency.

Allowable expenses: Utility and water connection fees that are non-refundable, one-time processing fees associated with rental agreements, rental assistance (to be directly invoiced by housing provider on a monthly basis if security deposit not required). Landlords may choose from the following three payment options if security deposits are required:

Security deposit to be paid by the participant and the Intermediary Agency will pay the rent at the beginning of the month for up to three months depending on the participant's ability to pay.

In lieu of a security deposit, the Intermediary Agency will pay three months' rent upfront. The landlord must agree that if for any reason the participant does not occupy the dwelling for the entire three-month period, all unused funds less any documented damages (not to exceed one month's rent) will be returned to the Intermediary Agency on a pro-rated basis. Funds must be returned to the Intermediary Agency within 60 days of the participant vacating the property.

Community partners identify resources to pay the security deposit and the Intermediary Agency will pay the rent for up to three months depending on the participant's ability to pay.

Non-allowable expenses: Security deposits, renter's insurance, purchase, lease, or repair of household appliances, or purchase, lease, or repair of household furniture, or monthly utility or water charges (except if included in the rent)

Housing documentation: All housing providers will be required to submit a detailed MOA to the Intermediary Agency including, but not limited to: type of living arrangement (i.e. private or shared room/private or shared bathroom), address of rental property, MOA effective dates (start and end date), weekly or monthly housing cost, house rules and participant responsibilities, access to kitchen, availability of linens, telephone/internet access and access to public transportation.

Transportation (private): Assistance is provided on a short-term basis for participants to attend school, classes, training, go to work, or search for employment using a reliable mode of transportation owned or operated by an individual or group, not a government entity, for his or its own purposes or benefit.

Allowable expenses: Organizations that provide limited transportation services for designated routes and/or occasionally modified routes for a fee, van pool services, taxi services or other licensed and reliable transportation services for transport of participants to classes, training and work not accessible by public transportation.

Non-allowable expenses: Car/moped/scooter/motorcycle insurance, down payment assistance on personal vehicles, routine maintenance, gas reimbursement, tires, parts and accessories, or automotive tools and equipment.

Transportation documentation: All transportation providers will be required to submit a detailed MOA to the Intermediary Agency including, but not limited to: type of transportation arrangement (i.e. group or individual), MOA effective dates (start and end date), round trip or one-way cost, daily, weekly or monthly transport cost and proof of liability insurance.

Childcare: Assistance is provided on a short-term basis for daycare services of custodial children at a State of NC licensed facility while a participant attends school, work, educational/vocational training, and searches for employment.

Allowable expenses: Charges for daycare services at licensed facility

Non-allowable expenses: Babysitting, charges for daycare services at a non-licensed facility, or child support

Childcare documentation: All childcare providers will be required to submit a detailed MOA to the Intermediary Agency including, but not limited to: name and address of childcare facility, MOA effective dates (start and end dates) daily, weekly or monthly cost and childcare facility license number.

Supplies

Transportation (public) assistance is provided on a short-term basis for participants to attend school, classes or training services, go to work, or search for employment using a reliable mode of transportation.

Allowable expenses: Purchase of bus passes, gas cards, or other licensed and reliable transportation services for transport of participants to classes, training and work.

Non-allowable expenses: Insurance, driver salary, routine maintenance, gas reimbursement, tires, or parts and accessories.

Work/School Related Uniforms is provided to participants for employment, school, classes, and vocational/educational training.

Allowable expenses: Purchase of required work and/or school uniforms.

Non-allowable expenses: Medical, dental, health exams (including vision) and/or physicals.

Work/School Related Items are provided to participants for employment, school, classes, and vocational/educational training.

Allowable expenses: Purchase of work/school related materials, such as, hand tools, tool belts and tool kits.

Non-allowable expenses: Medical, dental, health exams (including vision) and/or physicals, fees associated with obtaining driver's license (including taking the driver's license exam), photo ID cards, birth certificates, DMV fees, fines, or tickets, or payment of the DWI assessment charge, court-ordered restitution, court fees, probation fees, community service fees, or any other type of fees or fines related to participant supervision and/or legal status.

Personal Protective Equipment is provided to participants whose employment and/or vocational/educational training requires safety equipment to perform their duties or participant in class.

Allowable expenses: Purchase of personal protective equipment that may include safety glasses, required shoes, earplugs or muffs, hard hats, respirators, coveralls, safety vests, full body suits, face shields, and work boots.

Non-allowable expenses: Any item not directly required and/or related to vocational training and/or the participant's employment.

Basic Needs assistance is available to help participants with their most basic and immediate needs.

Allowable expenses: Purchase of food, clothing and personal hygiene items upon initial release from incarceration or as needed based on ability to pay.

Non-allowable expenses: Bedding and bath (sheets, pillowcases, towels etc.), kitchen and dining (cookware, appliances, cutlery) furniture, household items, TV and video, cell phone and accessories, computers and tablets (including laptops), mowers and landscaping tools.

Training

Vocational/Educational Training Related Items are available for vocational and educational skill development related to employment opportunities.

Allowable expenses: Fees for vocational education classes and/or training at the local community college or other certified career development training sites, or to provide initial financing for individual training account (ITA). Costs of tuition, books and fees associated with enrollment.

Non-allowable expenses: Payment of licensing fees (e.g., commercial driver's license, barber license, cosmetology license, etc.)

Exception: In the event a North Carolina Community College is selected and approved as an Intermediary Agency an MOA is not required for Vocational/Educational Training courses provided by the college.

APPENDIX C: SAMPLE MEMORANDUM OF AGREEMENT (MOA)**Memorandum of Agreement This is NOT a Contract**

This is a basic understanding of what is expected from each party. This agreement does not determine or legally binds the “**Local Reentry Council**” or the “**Provider**” to any specific terms other than the amount that can be charged for services. Generally, the **Local Reentry Council ONLY** provides services for up to 3 months and the 3 months we provide services are based on funding availability.

This Memorandum of Agreement is made on this _____ day of _____ 20__, by and between _____ Reentry Council hereinafter referred to as “**Intermediary Agency**” and _____, hereinafter referred to as “**Provider**” for the provision of supportive services to justice involved individuals .

WHEREAS, _____ Reentry Council (**Intermediary Agency**) and _____ (**Provider**) desire to enter into a Memorandum of Agreement (MOA) between them, setting out the working arrangements that each of the partners agree are necessary to effectively assist justice involved individuals.

Purpose

The purpose of the MOA is for the **Intermediary Agency** and the **Provider** to work, in partnership, to provide supportive services to justice involved individuals that lead to an increase in public safety, enhanced job skills for justice involved individuals, and reduced recidivism rates of justice involved persons. Specific to this MOA, indicate which supportive services are being provided and provide detail for each category of service being provided and include the rate of pay for each service:

- | | |
|---|--|
| <input type="checkbox"/> Employment assistance - | <input type="checkbox"/> Family Support services - |
| <input type="checkbox"/> Housing assistance - | <input type="checkbox"/> Driver's License - |
| <input type="checkbox"/> Substance abuse/Mental Health Treatment services - | <input type="checkbox"/> State ID Card - |
| <input type="checkbox"/> Transportation services - | <input type="checkbox"/> Clothing - |
| <input type="checkbox"/> Child care services - | <input type="checkbox"/> Food - |
| <input type="checkbox"/> Education/Vocational Training services - | <input type="checkbox"/> Other (Specify) - |

Supportive Service	Detail	Rate/Range of Pay

Scope of Services

The **Provider** agrees to provide one or more of the aforementioned supportive services as requested by the **Intermediary Agency**. The Intermediary agency, in turn, agrees to reimburse the **Provider** for all services agreed upon and rendered.

The **Provider** will not be reimbursed by the **Intermediary Agency** for any service provided that is outside of the scope of this Memorandum of Agreement.

Billable Rate

The **Intermediary Agency** shall pay the **Provider** at the billable rate(s) of \$_____ per (circle one) **hour/day/week/month/mile** per client for (circle one) **housing/transportation/daycare** (supportive service). If you have multiple rates, please write in and explain below: _____

Term

The arrangements made by the partners in this Memorandum shall remain in place from _____ until _____ (One year term from signing date). The term can be extended only by agreement of all partners.

Provider address: _____

Provider phone # _____ Email _____

For Housing providers only: List address(s) of property(s) for client use

Address _____

Address _____

Address _____

Understanding

It is mutually agreed upon and understood by and among partners of this MOA that:

Each partner will work together in a coordinated fashion to fulfill their obligations outlined in this MOA.

This MOA does not restrict either the **Intermediary Agency** or the **Provider** from participating in similar agreements with other public or private agencies, organizations, or individuals.

This MOA becomes effective once signed by both partners.

Either the **Intermediary Agency** or the **Provider** may terminate their participation in this MOA by providing a minimum of 30-days written notice to the other partner.

Signatures

This MOA is effective as of the date first written above in the opening paragraph and signed on behalf of both partners as follows:

_____ of _____ Reentry Council (**Intermediary Agency**),

AND

_____ of _____ (**Provider**)

SIGNATURE

_____ (Printed name)

APPENDIX D: SAMPLE TITLE 6 COMPLIANCE

Title VI Compliance/ Assurance Requirements Ensuring Access

to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits. By entering into this contract Vendor affirms that it will abide by these requirements

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards. By entering into this contract Vendor affirms that it will abide by these requirements.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>. By entering into this contract Vendor affirms that it will abide by these requirements.

Ensuring the Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. Inherently religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded inherently religious activities (e.g., prayer), they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm . By entering into this contract Vendor affirms that it will abide by these requirements.

The Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c), as well as other DOJ program statutes, prohibits discrimination based on religion in employment. A funded faith-based organization may under certain circumstances request an exemption to hire co-religionists; the DOJ will consider such requests on a case-by-case basis. By entering into this contract Vendor affirms that it will abide by these requirements.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's *Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at

http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R.

§§ 42.204(c), .205(c)(5)). By entering into this contract Vendor affirms that it will abide by these requirements.

Meeting the EEO Requirement

If your organization has less than fifty employees *or* receives an award of less than \$25,000 *or* is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEO requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEO Short Form), but it does not need to submit the report to the OCR for review. Instead, your organization must maintain the Utilization Report on file and make it available for review on request. In addition, your organization must complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEO Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization must complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEO requirements, you may request technical assistance from an EEO specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov

Intermediary Agency _____

Signature _____ Date _____

Service Provider _____

Signature _____ Date _____