

STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Request for Proposal #: 52-RFP-997751456-CCG

**Core Programming for Confinement in Response to Violation (CRV) Centers
and Correctional Facilities**

Date of Issue: February 19, 2024

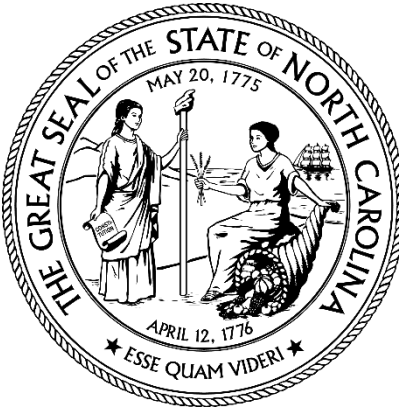
Proposal Opening Date: March 21, 2024

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Crystal Carlson

Procurement Specialist



STATE OF NORTH CAROLINA

Request for Proposal

52-RFP-997751456-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 2.4 for details:	Request for Proposal #: 52-RFP-997751456-CCG
	Proposals will be publicly opened: March 21, 2024, at 2:00 PM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 247 598 740 672 Passcode: 5p9eVJ
Using Agency: Department of Adult Correction Division of Comprehensive Health Services	Commodity No. and Description: 861017 – Non-scientific vocational training services
Requisition No.: RQ56769	

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 ninety (90) 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

The Department of Adult Correction (DAC), Division of Rehabilitation and Reentry (DRR) is seeking a Vendor to provide Core Programming Services at each of three (3) Confinement in Response to Violations (CRV) Centers and evidence based programming for a portion of the population at designated prison facilities.

The designated CRV facilities are as follows:

- Burke CRV Facility – (Morganton, NC) – houses adult male offenders, 18 years of age and older, maximum capacity of 248 offenders- (Burke CRV has been temporarily suspended. Plans to reopen are still in process.)
- Robeson CRV Facility – (Lumberton, NC) – houses adult male offenders, 18 years of age and older, maximum capacity of 192 offenders.
- North Piedmont CRV Center for Women – (Lexington, NC) – houses adult female offenders, 18 years of age and older, maximum capacity of 136 offenders.
- Marion Correctional Institution-(Marion, NC)- houses close custody adult male offenders, 18 years of age and older, maximum capacity Of 793 offenders. (This option may be terminated upon the resumption of operations at Burke CRV Center)
- Caldwell Correctional Facility- (Lenoir, NC)- houses minimum custody adult male offenders, 18 years of age and older, maximum capacity of 284 offenders. (This option may be terminated upon the resumption of operations at Burke CRV Center)
- Catawba Correctional Facility- (Newton, NC)- houses minimum custody adult male offenders, 18 years of age and older, maximum capacity of 246 offenders. (This option may be terminated upon the resumption of operations at Burke CRV Center)
- Flexibility to provide evidence-based programming at other medium and or close custody facilities as determined by the department in consultation with the awarded vendor.

The CRV Centers provide confinement for technical violators of Probation and Post Release Supervision. They also require offenders to attend mandatory programming including cognitive behavioral, life skills and educational/job readiness. Probation officers are on site to work with offenders throughout the program and provide a smooth transition back into the community. All programming, probation and custody staff work together to provide a highly structured environment for technical violators which allow the opportunity to modify behavior, learn how to make better life choices and new skillsets to succeed in the community upon release.

Several indicators have shown the CRV Centers have been successful at reintegrating offenders back into the community including an overall average of 8% reduction in criminal thinking. The CRV has reduced the length of stay in confinement therefore contributing to the reduction in overall prison population. In addition to these measurable outcomes, numerous letters have been received by the CRV Center leadership from offenders and their families thanking the staff for their efforts.

A Vendor will be selected to provide core programming at the CRV Centers. The selected Vendor will also participate in the CRV Behavior Modification System of Rewards and Consequences, and work in conjunction with CRV staff (NCDAC employees) to determine which offenders receive rewards and which offenders receive consequences through coordinated team staffing of offender cohort groups. This vendor will also provide evidence-based programming for a portion of the incarcerated population at Marion Correctional Institution, Caldwell Correctional Facility and Catawba Correctional Facility. Finally, this vendor will provide evidence-based programming to additional medium and or close custody facilities as determined by the department in consultation with the vendor.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”). The Vendor shall begin work under the Contract within sixty (60) business days of the Effective Date.

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	February 19, 2024
Hold Urged and Cautioned Site Visits	State	Multiple Dates/Sites - See Section 2.5
Submit Written Questions	Vendor	March 11, 2024, by 3:00 PM ET
Provide Response to Questions	State	March 13, 2024
Submit Proposals	Vendor	<p>By March 21, 2024, by 2:00 PM ET</p> <p>Microsoft Teams Need help? Join the meeting now Meeting ID: 247 598 740 672 Passcode: 5p9eVJ</p> <p>Dial-in by phone +1 984-204-1487,,780416231# United States, Raleigh Find a local number</p> <p>Phone conference ID: 780 416 231# Join on a video conferencing device Tenant key: nccgov@m.webex.com Video ID: 114 466 541 6</p>
Contract Award	State	TBD

2.5 URGED AND CAUTIONED SITE VISIT

Non-mandatory site visits are scheduled for:

Date: 03/07/2024
 Time: 1:00 PM Eastern Time
 Location: Robeson CRV Facility, 872 Hwy 711, Lumberton, NC 28359

Date: 03/04/2024
 Time: 1:00 PM Eastern Time
 Location: Burke CRV Facility, 5161 Western Avenue, Morganton, NC 28655

Date: 03/05/2024
 Time: 1:00 PM Eastern Time
 Location: North Piedmont CRV Center for Women, 1420 Raleigh Rd., Lexington, NC 27293

Contact #: Karen Buck: 252-714-6438

Instructions: Vendor representatives are URGED and CAUTIONED to attend the site visit and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

Each Vendor shall email crystal.carlson@dac.nc.gov by 03/01/2024 with the names of those that will be attending each site visit.

2.6 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-997751456-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.

2.7 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.

2.8 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 all EXECUTION PAGES, along with 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. (Section 5.4 Vendor Technical Approach, Section 4.5 Vendor Experience and Qualifications, Section 5.3 Project Organization).
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT G: ALCOHOL/DRUG-FREE WORKPLACE POLICY

2.9 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. 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.

2.10 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) **BEHAVIOR MANAGEMENT SYSTEM:** A multi-level system that is designed to increase desired behaviors through the use of reinforcements and decrease unwanted behaviors through a menu of appropriate consequences. The system is designed around the principles of effective interventions and follows best practice guidelines of effective reinforcement and punishment of behavior.
- b) **CJ STANDARDS:** Criminal Justice Education and Training Standards Commission

- c) **CONTRACT OFFICER:** Representative of the Department of Adult Correction who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- d) **CRV:** Confinement in Response to Violation
- e) **DAC:** Department of Adult Correction
- f) **DRR:** Division of Rehabilitation and Reentry
- g) **MAY:** Denotes that which is permissible, not mandatory.
- h) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the bid and then publicly opened. NO responses will be accepted after that time and date.
- i) **REDACTED:** edited copy of the Vendors proposal response with Proprietary and/or Confidential information excluded/removed
- j) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to Fulfill the requirements and specifications of this solicitation.
- k) **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the proposal.
- l) **SHOULD:** Denotes that which is recommended, not mandatory.
- m) **TOWN HALL MEETING:** A weekly meeting of offenders with custody and probation staff in which offenders can ask questions and discuss complaints with staff. This meeting is usually held on a weekly basis for each dorm and written minutes are completed and shared with CRV Center leadership.
- n) **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, 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.

The State will conduct a One-Step evaluation of Proposals:

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.

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 Technical Approach – Section 5.4
2. Vendor Experience and Qualifications– Section 4.5
3. Project Organization – Section 5.3
4. Pricing (Attachment A: Pricing Form)

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 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

1. The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
2. Invoices must be submitted to the following address: DAC Rehabilitation and Reentry, NCDAC, 3512 Bush Street, Raleigh NC 27609
3. 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.
4. Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

4.3 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.

4.4 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.

4.5 VENDOR EXPERIENCE AND QUALIFICATIONS

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Vendor shall demonstrate proof of experience and trained staff in the following proprietary programs: 1) Interactive Journaling®(Change Companies); and 2) Civil Word© and SKILLS© (DeltaMetrics). Vendor shall demonstrate experience in conducting core programming and custody operation.

Staff Credentials and Training (Resumes of existing staff or job descriptions that clearly outline credentials and training required for the position(s) may be submitted). Must show training of staff in above name curricula for programs noted in the paragraph above.

Vendor shall provide at least three (3) and up to five (5) detailed descriptions of projects, which are similar in scope and demonstrate the Vendor has seven (7) years of experience delivering similar types of programming, coaching, and/or facilitation on the topic areas outlined in Section 5.1 General Scope of Work. At least two (2) of these detailed descriptions shall be working with the offender population. These detailed narrative descriptions shall include but are not limited to the following information: Program/Project Name; Description of Program/Project and services provided; Dates of Services rendered for Program/Project; Target Population of Program/Project, Description of Credentials and Training of Staff rendering Services for Program/Project.

4.6 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.

4.7 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.

4.8 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.

4.9 AGENCY INSURANCE REQUIREMENTS

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

Any increased insurance coverage amounts for this Solicitation are as follows: Coverages not changed here remain as stated in the NC General Terms and Conditions.

5.0 SCOPE OF WORK

5.1 GENERAL

Provide Core Programming at all Three CRV Centers. Provide Core EBP programming at Prison Facilities.

The Vendor shall be responsible for providing evidence-based programming in the areas of cognitive behavioral interventions, substance abuse services, life skills training, and Interactive Journaling®. In addition, at Burke and Robeson locations, the Vendor shall provide computer lab facilitation and oversight to assist with booster and aftercare sessions related to evidence-based programming using Civil World© and SKILLS© The chart below outlines the core programming to be offered at each CRV location. Based on this chart, the Vendor shall provide 9.5 hours of programming for CBI, Substance Abuse Services and Life Skills at all three (3) CRV locations. And an additional seven (7) hours for Interactive Journaling®, Civil World© and SKILLS© at Burke and Robeson respectively. Finally, an additional six (6) hours for gender specific trauma informed and employment programming at North Piedmont.

The Vendor shall be responsible for providing evidence-based programming at selected prison facilities including Marion Correctional Institution, Caldwell Correctional Facility and Hickory Correctional facility. This programming will be cognitive behavioral interventions and will be offered to a portion of the facility population.

The core programming will include the following:

Program Category	Hours per Session	Number of Sessions per Week	Total Hours per Week per Offender	Locations
Cognitive Behavioral Interventions	1.5 hrs./session	2 sessions/week	3 hrs./week	Burke, Robeson, North Piedmont, Marion, Caldwell, Hickory and other designated facilities
Substance Abuse Services	1.75 hrs./session	2 sessions/week	3.5 hrs./week	Burke, Robeson, and North Piedmont
Life Skills	1.5 hrs./session	2 sessions/week	3 hrs./week	Burke, Robeson, and North Piedmont
Interactive Journaling®	2 hrs./session	2 sessions/week	4 hrs./week	Burke and Robeson
Civil World© and SKILLS©	1 hr./session	3 sessions/week	3 hrs./week	Burke and Robeson

Gender specific Trauma informed programming	1.5 hrs./session	2 sessions/week	3 hrs./week	North Piedmont
Employment Programming	1.5 hrs./session	2 sessions/week	3 hrs./week	North Piedmont

The Vendor shall identify different curricula for all program categories identified above. In other words, the Vendor shall not use the same curriculum for any 2 or more program categories. The Vendor shall not use the Thinking for a Change curriculum, Carey Guides, or Brief Intervention Tools (BITS) in their delivery of programming.

The vendor shall use evidence-based curricula that are nationally recognized programs, practices, and models found on the National Registry of Evidence-based Programs and Practices (<http://www.nrepp.samsha.gov>) and/or curricula from National Institute on Drug Abuse (NIDA) and/or National Institute on Alcohol Abuse and Alcoholism (NIAAA).

5.2 TASKS/DELIVERABLES

The Vendor and DAC staff will jointly develop a programming schedule that supports the delivery of these services to offenders housed at the designated CRV facilities. Offenders will be grouped by cohorts to receive services. The schedule will be developed so that the cohorts of offenders will have the opportunity to complete the behavior modification programming before they are released from the CRV facility. The vendor shall provide appropriate staffing to provide services on Monday-Saturday for day and evening hours as outlined by the jointly developed schedule of services.

The Vendor’s staff shall be members of the behavior modification team along with the Department’s onsite staff. Therefore, the Vendor’s staff and DAC staff shall be cross trained on the roles and responsibilities of each staff group. The Vendor’s staff shall receive PREA training from DAC staff, training on the CRV Offender Handbook, Offender Case Plan, CRV Behavior Management System and operational policies and procedures such as intake and orientation, facility security, medical procedures, responding to emergencies, and any other training as deemed appropriate and necessary.

Community Supervision onsite staff (probation officers) will serve as the primary case manager for each CRV offender and will be responsible for documenting the offender’s experience at the facility through individualized case plan in the Department’s offender management system. However, there will be frequent joint behavior response team meetings among all staff working at the facility to include the Vendor’s staff. Through the joint behavior response team process, the CRV Behavior Management System will be implemented and utilized to address all aspects of offender behavior including the rewards/incentive system for positive behavior and the consequences for non-compliant behavior. The Vendor shall provide a bi-weekly incentive program for offenders who exhibit good behavior, classroom participation and assignment completion. The Vendor shall notify onsite DAC staff by providing a list of offenders to be recognized for the bi-weekly incentive program in advance of the scheduled incentive recognition event or activity.

The Vendor shall describe the job responsibilities and duties of key staff who will have primary responsibility for delivering services at the designated CRV facilities or who have the responsibility of supervising the staff who deliver services at the designated CRV facilities. The Vendor shall submit a plan that demonstrates the proposed staffing pattern for each designated CRV facility and resumes and/or job descriptions that clearly demonstrates the roles and responsibility of the position as it relates to delivering services, required credentials and training of the position, and years of experience delivering these services.

The Vendor shall enter offender program participation data in the Program Information Management System (PIMS) which tracks enrollment, attendance, and completion outcomes. Vendor should enter enrollment, attendance and completion data in PIMS within 3 days of the event.

The Vendor shall have offenders who are confined at the CRV Centers to complete the TCU Criminal Thinking Scales pre and post surveys. The Vendor shall aggregate the scores and provide the department with an annual report for each CRV Center identifying the average reduction of criminal thinking for the overall offender population who remained in the program for a minimum of 50 days A baseline TCU score will be to be determined from the final TCU outcome report in June 2024 since the changes to (version 3.0 CTS) start in July 2023. If any facility has an overall average reduction of less than 4%, the department will consult with the vendor to determine if an action plan needs to be put in place to reach the 4% benchmark within 6 months of the report.

Responsibilities of Vendor

1. The Vendor shall provide all curriculum materials such as facilitator, manuals, workbooks, worksheets, etc. necessary to deliver in accordance with model fidelity the curricula identified for use at the CRV location by the Vendor. The Vendor will not be allowed to use Departmental copiers and printers to reproduce curriculum materials unless authorized by the Facility Head or designee.
2. The Vendor shall provide the Department a proposed organization chart, proposed staffing pattern. The vendor shall also provide the Department any changes to the organizational chart staffing pattern 30 days before the change is enacted during the life of the contract

Responsibilities of Department

1. The Department reserves the right to conduct site visits of awarded Vendor(s) to monitor program(s), services and activities for compliance with contract requirements and State, federal and local laws and regulations. Any violations will be brought to the attention of the Vendor’s Contract Project Manager. Repeated violations may be grounds for withholding payment until the violation is corrected, or other contract sanctions or remedies to and including termination of the contract for cause.
2. The Department reserves the right to review all files made or kept by the Vendor concerning any aspect of compliance with this contract.
3. The Department reserves the right of review and approval of staffing patterns for programming operations.
4. The Department shall conduct a facility orientation and operational policies and procedure training at each CRV location. Additionally, the Vendor’s staff must attend and complete the following training activities: PREA training, PIMS training, CRV Offender Handbook training, DSC Offender Case Plan training, and CRV Behavior Management System. A training schedule will be mutually agreed upon between the Department and the Vendor.
5. The Department shall provide the Vendor’s staff assigned to a CRV Center with office space, furniture, and access to standard office equipment such as computer, printer, telephone, fax machine, and copier. The office equipment may be accessible in Vendor staff offices or in a common area of the facility.
6. The Department shall obtain the appropriate licenses for the Civil World© and SKILLS© software programs and will install and maintain these software programs on computers designated for CRV offender use.

5.3 PROJECT ORGANIZATION

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 person Vendor proposes to staff the work.

5.4 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 and shall identify the different curricula for all program categories as per Section 5.1. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Vendor Shall include:

Name of each Curriculum to be used and the proof that Curriculum is listed on the National Registry of Evidence-based Programs and Practices (NREPP), and/or National Institute on Drug Abuse (NIDA), and/or National Institute on Alcohol Abuse and Alcoholism (NIAAA) for the following programming categories (a different curriculum must be selected for each category):

- a. Cognitive Behavioral Intervention
- b. Substance Abuse Services

- c. Life Skills
- d. Gender Specific, Trauma Informed Programming
- e. Other programming (i.e., job development to include resume writing, mock interviews, time management, computer training for resumes and information on the work environment. Foster relationships with outside jobs and coordinator job fair.)

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

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

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

DAC Contract Administrators:

Crystal Carlson, Procurement Specialist, NC Department of Adult Correction, Purchasing, crystal.carlson@dac.nc.gov. Crystal Carlson is designated as the Contract Officer for the Department.

Karen Buck, Evidence Based Practice Administrator, NC Department of Adult Correction, Phone: 252-714-6438, Email: karen.buck@dac.nc.gov. Karen Buck is designated as the Contract Administrator for the Department.

6.2 POST AWARD PROJECT REVIEW MEETINGS

A statewide transition team will be created and will meet monthly to address any issues, barriers or challenges during the transition, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics. This workgroup will be made up of NCDAC and the awarded vendor staff. In addition to this workgroup, each center will have a local transition team made up of NCDAC and the awarded vendor staff. They will meet weekly for 90 days before and 30 days after the transition of their specific facility.

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

The Vendor shall provide Operations Management Reports to the designated DRR Contract Lead monthly. These reports shall include, at a minimum information concerning:

- Staffing vacancies/changes
- Program participation

The vendor will provide the following reports to the designated DRR Contract Lead on an annual basis:

- Program review report
- Intermediate Offender Outcome Report (the vendor will utilize the TCU Criminal Thinking Scores surveys to measure the reduction of criminal thinking)
- Third party evaluations
- Staff evaluations
- Annual TB Testing results

These reports shall be well organized and easy to read The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the monthly reports by the 5th of each month and the annual reports by the 20th of each January any changes to this schedule must be approved by both parties.

Within 20 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 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 three (3) 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.

6.6 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.

6.7 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.

6.8 DAC SPECIFIC TERMS and CONDITIONS

- 1 **ALCOHOL/DRUG FREE WORKPLACE POLICY:** A copy of the Department’s Alcohol/Drug Free Work Place Policy is attached to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department’s policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor 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 Public Safety 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 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 prea@ncdps.gov, or the DAC Communications office at (800) 368-1985.

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 DAC 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 DAC policy.

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

- 3 **ESCALATION CLAUSE:** Prices offered herein shall be firm for a period of one (1) year from the date of initial contract performance. If the contract provides for an option year(s) and the Department exercises that option(s), the contractor may request a price increase for that year but it must not exceed the change in points during the previous twelve (12) month period in the *Consumer Price Index-All Items (All Urban Consumers) or 5%, whichever is less. If the requested increase is in compliance with these specified limitations, the new price will be effective thirty (30) days from the date the request is received by the Department.

Consumer Price Index: U. S. Department of Labor, Bureau of Labor Statistics; www.bls.gov

6.9 ATTACHMENTS

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