

STATE OF NORTH CAROLINA

Department of Adult Correction

Request for Proposal #: 52-RFP-1055179047-CCS

Transitional Housing - Buncombe County

Date of Issue: April 23, 2024

Proposal Opening Date: May 15, 2024

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Cindy Self

Contract Specialist

Email: Cindy.Self@dac.nc.gov

Phone: 919-324-1469



STATE OF NORTH

CAROLINA

Department of Adult Correction

Request for Proposal #

52-RFP-1055179047-CCS

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>

<h2 style="margin: 0;">STATE OF NORTH CAROLINA</h2> <h3 style="margin: 0;">Department of Adult Correction</h3>	
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 details:	Request for Proposal #: 52-RFP-1055179047-CCS Proposals will be publicly opened: May 15, 2024 at 2:00 PM ET
Using Agency: Division of Rehabilitation and Reentry	Commodity No. and Description: 921017 – Jail and Prison System (Halfway Housing)
Requisition No.: RQ97973	

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):		

Proposal Number: 52-RFP-1055179047-CCS

Vendor: _____

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 sixty (60) 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.

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative Department of Adult Correction)</p>
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1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) is to solicit proposals and select a qualified Vendor(s) to provide transitional housing and services that help offenders make a successful transition back into the community. The offenders may be on probation, parole, or post-release supervision, or they may be completing an active sentence in the community under extended limits of confinement (ELC).

The Department intends to award a contract(s) for **Buncombe County**, NC in an effort to provide transitional housing for both men and women in the Fourth Judicial Division. See Appendix A for a map of the four (4) judicial divisions for Division of Community Supervision to illustrate the region.

The North Carolina Department of Adult Correction (the "Department") 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 oversees a comprehensive array of reentry programs, services and resources to help them rebuild their lives and successfully reintegrate into their communities. A stable living environment that incorporates evidence-based services is an important factor in successful reentry.

The Justice Reinvestment Act of 2011 (Chapter 143B, Article 6B) supports the use of evidence-based practices to reduce recidivism and to promote coordination between the state and community-based corrections programs. To facilitate successful collaboration, the Department operates under a Memorandum of Agreement (MOA) entered by and between certain state agencies and their respective divisions, including the Division of Mental Health, Developmental Disabilities and Substance Abuse Services (DMHDDSAS) in the Department of Health and Human Services, and the North Carolina Administrative Office of the Courts (NCAOC). The MOA supports a comprehensive offender management approach that ensures public safety by addressing the criminogenic needs of offenders.

A comprehensive offender management strategy creates a seamless system built on the ideals of integrated service delivery and coordination of resources that provide effective interventions for offenders. The MOA presents a systemic approach for accessing community-based services through screening and assessment, matching to appropriate interventions and managing plans. The objectives are to:

- Develop a comprehensive and seamless system of care for the provision of services to offenders;
- Clarify roles and responsibilities in providing control and treatment;
- Reduce the rate of revocation for technical and drug violations;
- Combine efforts to guarantee the effective utilization of limited resources and prevent duplication;
- Use the principles of effective interventions, evidence-based and best practices to address criminogenic needs in case planning and interventions for offenders;
- Share information and consult with partnering agencies when planning expansions, seeking funding, changing policy, or supporting changes in legislation that might impact available resources or service provision in one or all of the other agencies;
- Share information and use information systems consistent with HIPAA and 42 CFR; and
- Support cross-training opportunities for Division of Community Supervision, Alcoholism and Chemical Dependency Programs, Prisons, community-based service providers and Vendors, Treatment Accountability for Safer Communities, Drug Treatment Court and DMHDDSAS.

The Vendor will become a partner with the goal of achieving these objectives. Vendors are encouraged to review resources created by the National Institute of Corrections and The Crime and Justice Institute to learn more about evidence-based practices, including *Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention*.

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”) or June 1, 2024, 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://eprourement.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://eprourement.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	April 23, 2024
Submit Written Questions	Vendor	May 2, 2024
Provide Response to Questions	State	May 6, 2024
Submit Proposals	Vendor	May 15, 2024 by 2:00 PM ET)
Contract Award	State	TBD

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-1055179047-CCS – 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 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.
- d) Completed version of ATTACHMENT A: COST PROPOSAL
- 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 version of ATTACHMENT I: PROJECT MANAGER
- k) Completed version of ATTACHMENT J: VENDOR EXPERIENCE
- l) Completed and signed version including supporting documentation of ATTACHMENT K: HOUSING CHECKLIST
- m) Completed and signed version of ATTACHMENT L: Non-Disclosure Agreement

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 # 52-RFP-1055179047 [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:

1. **ATTACHMENTS:** Required information to be provided by Vendor with the submission of the RFP.
2. **CRIMINOGENIC NEED:** Dynamic risk factors that, when addressed or changed, affect the Offender’s risk for recidivism.
3. **DEPARTMENT or DAC:** The North Carolina Department of Adult Correction
4. **DIVISION:** Is the Division of Rehabilitation and Reentry
5. **EVIDENCE-BASED PRACTICES:** Research that indicates certain programs and intervention strategies, when applied to a variety of Offender populations, reliably produced sustained reductions in recidivism.
6. **EXIT TYPES:** NCDAC approved program or service exit types defined below:
 - a. Positive Exits:
 - i. Successful-Requirements Satisfied means the Offender exited housing with a stable transition plan.
 - ii. Released means the Offender exited housing due to transfer to residential treatment or in-patient hospitalization, or other housing situation where a stable transition plan will be developed by another entity.
 - b. Negative Exits:
 - i. Absconded means the Offender is no longer able to remain at Transitional Housing due to absconding supervision.
 - ii. Other Non-compliant means the Offender was removed from Transitional Housing for not complying with the rules and regulations.
 - iii. New Charges Pending /New Convictions means the Offender was no longer able to remain at Transitional Housing due to new pending charges or a new conviction.
7. **FIRM FIXED COST:** Total cost offered, inclusive of labor, treatment program(s) and or services, materials, transportation, general and administrative overhead and profit.
8. **FY:** Fiscal Year. The fiscal year for the Department of Adult Correction is the 12-month period that begins July 1st and ends on June 30th.
9. **INDEFINITE QUANTITY CONTRACT:** The quantity of goods or services is undetermined. An estimated quantity based on past history or other means may be used as a guide, but shall not be a representation by the State of any anticipated purchase volume under any contract made pursuant to this solicitation.
10. **JOB DEVELOPMENT:** Providing employment opportunities to the Offender population based on skills and interests.
11. **JOB READINESS:** Providing foundational skills needed to be minimally qualified for a specific occupation.
12. **JOB SEARCH:** Providing assistance with securing employment through NCWorks and other means.
13. **LIFE SKILLS TRAINING:** Providing individualized training opportunities for evidence-based programs that enables the individual to effectively deal with the demands and challenges of everyday life.
14. **LME:** Local Management Entity

15. **MAY:** Denotes that which is permissible, not mandatory.
16. **MENTAL HEALTH FIRST AID:** Mental Health First Aid (MHFA) is an 8-hour evidence-based education program that helps people identify, understand and respond to signs of mental illnesses and substance use disorders. Similar to traditional First Aid and CPR, MHFA is designed for the general public to learn how to assist a person developing a problem or experiencing a crisis until professional help is obtained.
17. **OFFENDER:** An individual adult, male or female aged eighteen years or above, non-adjudicated or convicted of a misdemeanor or felony criminal offense
18. **OMM:** Offender Management Model
19. **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.
20. **OPUS NUMBER:** Unique seven (7) digit identifier for Offenders in the NCDAC database system
21. **PIMS:** Program Information Management System. Vendor will enter offender data into this system to generate progress reports and invoices for performance-based contracting.
22. **PERMANENT HOUSING:** Stable housing that the offender will transition to upon release from Transitional Housing
23. **REDACTED:** edited copy of the Vendors proposal response with Proprietary and/or Confidential information excluded/removed
24. **PREA:** Prison Rape Elimination Act (Public Law 108-79). The North Carolina Department of Adult Correction, Division of Adult Correction and Juvenile Justice is committed to a standard of zero-tolerance of any undue familiarity or personal misconduct between our employees and Offenders. PREA training will be provided to all Vendors awarded the RFP.
25. **RISK AND NEEDS ASSESSMENT (RNA):** Validated instrument completed by the Department to determine the Offender's risk of re-arrest and criminogenic needs.
26. **RISK:** The likelihood or probability the Offender will be rearrested
27. **SELF-SUFFICIENCY:** The ability to supply one's own needs without external assistance
28. **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to Fulfill the requirements and specifications of this solicitation.
29. **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of the proposal.
30. **SHOULD:** Denotes that which is recommended, not mandatory.
31. **SOAR:** SSI/SSDI Outreach, Access and Recovery increases access to Social Security disability benefits for people experiencing or at risk of homelessness; 20-hour training available free and online.
32. **STAFF:** Personnel provided by Vendor to perform the required services identified in this RFP
33. **TASC:** Treatment Accountability for Safer Communities provides an objective and effective bridge between two separate institutions: justice and treatment. Primary TASC services include Screening & Assessment; Treatment Matching; Referral and Placement and Care Planning and Management.
34. **TECSP:** Treatment for Effective Community Supervision Program is the umbrella under which various types of evidence-based and community-based programs and services are offered to offenders under community supervision. Available programs and services include Transitional Housing, Reentry, and Recidivism Reduction Services (formerly called TECS).
35. **TRANSITIONAL HOUSING COORDINATOR:** Staff person in the Division of Rehabilitation and Reentry who works with Vendor staff on offender placement, monthly invoicing and tracking, and is the initial point of contact regarding problems or concerns.
36. **TRANSITIONAL HOUSING (TH):** is community-based housing provided to offenders currently under community supervision with the North Carolina Department of Adult Correction, Division of Community Supervision and who are in need of a structured, positive and safe environment for an interim period as they gain life skills to assist them to achieve self-sufficiency and permanent housing.
37. **UNREDACTED:** copy of the Vendor's proposal response unedited including all confidential and/or proprietary information.
38. **VOCATIONAL TRAINING:** Training for a specific vocation in industry or agriculture or trade

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 to multiple vendors, 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:

- A. **Vendor Experience** (Section 4.5 and Attachment J:): Demonstration of Vendor’s experience providing services similar in size and scope as outlined in this RFP
- B. **Technical Approach** (Section 5.4:): Demonstration of Vendor’s ability to successfully accomplish the tasks outlined in the Scope of Work
- C. **Project Organization** (Section 5.3:): Demonstration of Vendor’s organizational and operational plan for providing housing and reentry services
- D. **Pricing** (Section 4.1 and Attachment A: COST PROPOSAL)

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: COST PROPOSAL 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 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.

4.3 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.

4.4 VENDOR EXPERIENCE

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.

The Vendor shall provide at least three (3) and up to five (5) detailed descriptions that demonstrate organizational experience providing transitional housing for offenders or other at-risk populations within the last 10 years. The detailed descriptions must demonstrate a minimum of twenty-four (24) months of experience providing transitional housing specifically for offender populations. Each transitional housing experience intended to demonstrate the required experience must involve providing housing and associated services for a minimum of four residents simultaneously for a period of at least thirty (30) consecutive days.

These detailed narrative descriptions shall include, without limitation, the following information:

- Program description, including target population and referring agency for transitional housing
- Facility location
- Program capacity (number of available beds)
- Average length of stay for participants
- Services provided, including any evidence-based programs and services
- Dates of operation
- Daily rate
- Funding sources
- Community partners (service providers, nonprofit organizations, etc.)

Because the Vendor must be a business entity or 501(c)(3) organization, the descriptions must demonstrate the **Vendor’s** direct organizational or agency experience providing transitional housing and related services for at-risk populations. Personal experience(s) of individuals associated with the Vendor through employment or volunteer opportunities will not be considered as the type of experience required pursuant to this section. **See ATTACHMENT J: VENDOR EXPERIENCE.** The Department reserves the right to contact identified community partners regarding the Vendor’s experience.

4.5 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.

4.6 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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The Vendor will provide community-based housing in Buncombe County area for adult offenders (men and women) that need a structured, positive, and safe environment as they gain the life skills necessary to achieve self-sufficiency and permanent housing. Offenders may reside in transitional housing for up to ninety (90) days, but the actual length of stay will be individualized based on the offender’s needs. When warranted, the length of stay can be extended to 120 days with approval from the Department. See Appendix A for a map of the four (4) judicial divisions.

It is the preference of the Department to award a contract(s) for a minimum of four (4) beds per location. The Department will consider bids proposing more than the minimum number of beds per location if the location has the space for additional beds, especially on multiple floors or in multiple wings of the location. The Vendor should provide sufficient detail in the proposal to explain the expanded capacity that would allow for more beds than four beds. The Department will not consider bids offering less than four (4) beds at a single location.

All beds shall be housed within the same facility, located on the same property, and only used for offenders referred by the Department. If a multiple unit dwelling is proposed, all beds shall be on a single floor, separate pod, separate unit, or separate building, and shall be separate from other residents. If the beds are housed within a larger facility that provides services beyond the scope outlined in this RFP, there must be a clear distinction between the rules, requirements and services offered for Department offenders.

Vendor(s) may choose to serve either male or female offenders in a proposed location. However, if providing services for both males and females, the transitional housing facilities must be separated based on gender. Coed housing of male and female offenders is prohibited.

The Department provides transitional housing for sex offenders in residences or facilities that meet the restrictions detailed in N.C.G.S. §14-208.16. Vendor(s) are not required to provide housing for sex offenders but may expressly agree to house sex offenders. Vendors who agree to house sex offenders must provide a letter from the sheriff in the county stating that the location meets the state residential restriction requirements for sex offender housing. The number of beds housing sex offenders may not be more than half the total number of beds in the location.

The Department shall evaluate requests for transitional housing and make placement assignments based on housing availability, needs of the offender and proximity to the offender’s natural support. Once an offender is approved for transitional housing, the Department will contact the facility to schedule placement. The assigned probation / parole officer then will work with the facility’s staff to arrange for arrival and transportation to the facility.

During the contract term, the Department also shall take the actions below.

- The Department shall make all assignments to the Vendor’s facility as appropriate.
- The Department shall coordinate with TASC staff to provide the Vendor with substance abuse assessment information as appropriate.
- The Department shall coordinate monthly communication meetings with the Vendor.
- The Department shall provide an appropriate response to noncompliant behavior upon notification by the Vendor.
- The Department shall provide pertinent offender information as warranted, including information related to identified offender risks and needs.

- The assigned probation / parole officer will conduct a contact visit with transitional housing residents at least once a month.
- The Department shall provide PREA training for the Vendor and program staff.
- The Department shall provide training, access and technical assistance for the Program Information Management system (PIMS);
- The Department will complete a pre-award site visit and inspection to each transitional housing location to ensure that the physical facility complies with contract requirements and State, federal and local laws and regulations.

Upon Contract award, the Department will conduct site visits to each transitional housing location every six (6) months, at a minimum, to ensure that the physical facility, programs, services and activities comply with contract requirements and State, federal and local laws and regulations. Any violations will be brought to the attention of the Vendor's Contract Administrator. Repeated violations may be grounds for withholding of payment until the violation is corrected, if violation is not corrected, contract may be terminated for cause.

A. Organizational Structure

The housing provider must be a business entity or 501(c)(3) organization. Proposals submitted by individuals will not be considered.

Vendor must include proof of its business structure. Appropriate documentation of business structure may include documentation from the North Carolina Secretary of State, the Internal Revenue Service or other appropriate government agency.

B. Property Ownership

The Vendor must provide proof of ownership and the right to occupy the facility as part of the Proposal. Proof of ownership may include a copy of the real estate record or tax record from the county. If the Vendor is not the owner of the property, the Vendor also must attach a notarized letter from the property owner that indicates the Vendor has the authority to use the facility to house adult offenders under community supervision.

C. Zoning

The facility must meet all applicable zoning requirements. To provide proof of compliance with applicable zoning requirements, the Vendor should attach a zoning verification letter or other formal communication from the appropriate local governing authority. The letter must confirm the zoning designation for the property location and confirm that the proposed use is permitted based on current zoning requirements.

D. Building and Housing Requirements

The Vendor must comply with all federal, State and local requirements, including, without limitation, federal, state and local laws, regulations, and ordinances related to zoning, building and housing codes, fire codes, public health requirements, safety codes, and licensing requirements. Those requirements include, without limitation, those set forth below.

- Electrical, mechanical and water systems shall be maintained in operating condition.
- The property must maintain functional heating and cooling systems.
- The property must have and maintain adequate and safe electrical wiring.
- The property must maintain functional toilets, bathtubs and showers.
- The property must have hot and cold running water available.
- The property must have usable sinks in the kitchen, bath and laundry areas.
- The property must have natural or artificial lighting adequate to permit occupants to comfortably engage in normal and appropriate daily activities.
- The facility must be kept free of mice, rats, and other rodents.
- The facility must be maintained in a sanitary and clean condition.

- The facility must meet all applicable requirements under the Americans with Disabilities Act.

The Vendor must certify compliance with all applicable building and housing requirements by completing and signing Attachment K: Housing Checklist, for each facility. To fully complete Attachment K, the Vendor must attach proof of compliance with all applicable building and housing requirements for each facility. Proof of compliance must include copies of a certificate of compliance or inspection report issued by a qualified Code-enforcement official or a licensed home inspector under Chapter 143 of the North Carolina General Statutes.

Local regulations will determine whether a qualified Code-enforcement official is required to inspect a facility intended to be used for transitional housing. If local regulations require an inspection by a Code-enforcement official, the Vendor must attach a copy of a certificate of compliance, inspection report or other appropriate documentation by a Code-enforcement official. If local regulations do not require inspection by a Code-enforcement official, the Vendor must attach a copy of an inspection report by a licensed home inspector that certifies that the facility meets all applicable code requirements.

The required inspection must have been conducted within 180 days prior to submission of the Vendor's proposal. By signing Attachment K, the Vendor certifies that no occurrence or event has materially altered the condition or safety of the property as described in the certificate of compliance or inspection report since the date of the inspection. Upon award, the Vendor is required to notify the State within thirty (30) days of any event or occurrence that affects the facility's compliance with all applicable building codes and regulations.

If this proposal results in an award, the Vendor must submit a valid inspection and certification report by a qualified Code-enforcement official or licensed home inspector every twelve (12) months to ensure continued compliance with applicable laws and regulations that protect the health and safety of residents. The Department reserves the right to require additional inspections at any time.

5.2 TASKS/DELIVERABLES

A. Facility Environment

In addition to meeting all applicable building and housing requirements as set forth above, the Vendor also must create an environment that is conducive to a successful transition. Minimum requirements include those below.

B. Overall Environment

- The physical structure should be maintained as a homelike environment to the greatest extent possible.
- The area in which programming activities are routinely conducted shall be separate from sleeping areas.
- The facility must have one large furnished leisure space with enough space to accommodate half of all residents.
- The facility must place no soliciting, no trespassing, no loitering signs as appropriate, consistent with private, market-rate housing in the area.
- All hallways, doorways, entrances, ramps, steps and corridors shall be kept clear and unobstructed at all times.
- The facility must have a working telephone landline for electronic monitoring and emergencies.
- The facility must have a designated outdoor area for tenant smoking.
- The property must have well-maintained grounds and accessory buildings.
- Each room must have a working smoke and carbon monoxide detector.

C. Bathrooms

- The facility must have one heavy duty toilet for every six residents.
- The facility must have one tub and/or shower for every six residents.
- The facility must have one lavatory (sink with running hot and cold water) for every six residents.

D. Bedrooms

- Bedrooms must be limited to sleeping a maximum of two people, with no exception. Dormitory-style living arrangements (e.g., multiple beds or bunks serving more than two people in a bedroom) are not permitted.
- Resident bedrooms shall have at least 100 square feet for single occupancy and 160 square feet when two residents occupy the bedroom.
- The facility must supply furnishings and linens, including but not limited to:
 - an appropriate size bed for each resident;
 - one (1) appropriate size mattress and springs (or foundation) for each resident;
 - one (1) bedside table for each resident;
 - one (1) set of clean sheets (fitted size, flat sheet and pillowcase) matching the bed size for each resident;
 - sheets and pillowcases must be changed or cleaned in a routine manner;
 - two (2) blankets matching the bed size per resident;
 - one (1) pillow per resident; and
 - two (2) towels and two washcloths per resident.
- All mattresses provided to residents must be fire retardant.
- Each resident must have storage in his or her bedroom, which must include both one dresser or chest of drawers and one closet or wardrobe space.
- No client shall be permitted or required to sleep in an unfinished basement or unfinished attic.
- Tenants must have 24-hour access to their living spaces.

E. Kitchen

- The facility must have a shared food pantry available to residents that is stocked with enough provisions to allow two nutritionally adequate meals per resident per day.
- All dry foods and goods must be stored in a manner that prevents possible contamination.
- Provisions must be made for the regular removal or disposal of garbage and food waste from the housing provider premises.
- All kitchens must be cleaned and sanitized daily.
- Appropriate equipment and utensils for cooking food and serving meals must be provided in sufficient quantity to serve all tenants.
- Kitchens must be equipped with appliances and fixtures which are sufficient and appropriate for cooking meals, refrigerating food, washing utensils and dishes, and the sanitary disposal of waste, including but not limited to the items below.
 - Refrigerator(s)
 - Sink(s) with running hot and cold water
 - Stovetop(s) and oven(s)
 - Microwave(s)
 - Cookware
 - Utensils
 - Dishware
 - Trash receptacle(s)

F. Laundry

- The facility must have onsite laundry area(s) available to residents with at least one washer and one dryer per every 20 residents.

- The laundry area(s) should be in well-trafficked, well-lit areas for safety.
- The facility must provide laundry supplies and make them readily available to residents.

G. Security

- The facility must have sufficient hallway and community space lighting for personal safety.
- The facility must have plentiful and easily accessible outside lighting.
- Windows on the first floor must have window stops to prevent unlawful entrance.
- The facility must have an appropriate staff to tenant ratio.
- The facility must have available a first aid kit that includes the items recommended by the Red Cross.

H. Parking

- The facility must have sufficient parking available for residents, staff, and guests.
- Any parking areas for the facility must be well-lit.
- The parking area must meet applicable ADA requirements.

I. Staffing

1. Staffing Structure

The Vendor must identify the staffing structure for each proposed location, with an appropriate staff to offender ratio. Staff should include a project manager, as well as case managers and/or social services coordinators who help residents enhance life skills, connect with social services, apply for benefits, and find permanent housing.

For each proposed location, the Vendor must provide a sample weekly schedule that details the number of hours each employee will work at the facility location and the responsibilities to be performed. The schedule should identify which employee will be responsible for the supervision of residents and when onsite in-person supervision will be provided. If the proposal includes multiple locations, the Vendor must provide a sample weekly schedule for each separate location.

2. Supervision of Residents

The Vendor must deploy a system of supervision that provides accountability for residents 24 hours a day. While a 24-hour supervision system may include the use of a staff-monitored camera system, the Vendor ideally will include onsite in-person supervision 24 hours a day. At a minimum, the Vendor must provide daily onsite in-person supervision from 9:00 p.m. to 7:00 a.m. each day.

3. Staffing Administration

The Vendor must provide a written job description for each position. Each job description must specify the minimum level of education, competency, work experience and other qualifications for the position and the duties and responsibilities of the position.

The Vendor shall maintain a file for each staff member indicating the employee’s training, experience and other qualifications for the position, verification of licensure, registration or certification, and documentation of continuing education.

4. Staff Training

The Proposal must demonstrate the Vendor’s ability to meet all of the staffing requirements set forth below.

- Staff shall maintain active licensing, registration or certification in accordance with applicable State laws for the services provided.
- The Vendor must provide training for all employees and/or volunteers regarding program policies and procedures, available local resources, and specific skills areas relevant to assisting clients in the program.
- All staff must be certified in CPR and First Aid.
- At least one staff member at each facility must be trained in SOAR (SSI/SSDI Outreach, Access, and Recovery). Funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), SOAR is a national program designed to increase access to the disability income benefit programs administered by the Social Security Administration (SSA) for eligible adults and children who are experiencing or at risk of homelessness and have a serious mental illness, medical impairment, and/or a co-occurring substance use disorder. Vendors may learn more about SOAR and access training opportunities at <http://soarworks.prainc.com>.

- At least one staff member at each facility must be trained in Mental Health First Aid (MHFA). MHFA is a skills-based training course that teaches participants how to identify, understand and respond to signs of mental illnesses and substance use disorders. Vendors may learn more about MHFA and identify training opportunities at www.mentalhealthfirstaid.org.
- All facility staff members must complete training regarding the Prison Rape Elimination Act (PREA) within 60 days of the Contract award. Passed in 2003, PREA aims to prevent unduly familiar or sexually abusive behavior or sexual harassment against offenders. Once the contract is awarded, the Department will coordinate with the Vendor to provide PREA training for all staff within 60 days of the Contract award. Vendors may learn more about PREA at www.prearesourcecenter.org.

J. Programs and Services

The Vendor shall provide coordination of community-based services that will address the needs of the offender and the barriers to successful reentry. The services should be individualized based on an assessment of each offender’s needs and may be provided at the facility or offsite. If the services are provided offsite, the Vendor must ensure that the resident has access to public or private transportation as needed. The Attachment A: COST PROPOSAL shall include all costs related to the coordination or provision of programs and service. Programs and services should include, without limitation, the types of services listed below:

- Basic life skills, (consumer education, transportation, etc.)
- Obtaining vital documents (Social Security cards, driver licenses, identification cards, birth certificates, school records, etc.)
- Relationship-building and decision-making skills
- Education services (GED preparation, post-secondary training, vocational education, etc.)
- Employment services (career counseling, job preparation, job search, resume building, appropriate business attire, etc.)
- Behavioral health services such as relapse prevention, crisis intervention, medication monitoring and/or dispensing, outpatient therapy and treatment
- Physical health services such as routine physicals, health assessments, and family planning
- Housing assistance (finding permanent housing plan)

The Vendor shall work with each individual resident and the supervising probation / parole officer to develop a permanent housing plan that will lead to self-sufficiency prior to leaving the transitional housing facility.

K. Response to Noncompliance

The Vendor shall notify the probation / parole officer assigned to the transitional house of any resident who is not abiding by house rules, supervision conditions, or COVID-19 guidelines.

L. Documentation and Case Records

Program Information

The Vendor shall provide offender-specific information which can be utilized by the Department and its partners to produce reliable outcome measures on a monthly basis, with a formal annual summary. This data will be collected electronically through online submission using the PIMS system. Upon contract award, the Department will provide a link with instructions to enter required data for reporting outcome measures.

At a minimum, the Vendor shall provide the information below.

- Number of offenders completing programs such as HRD job development, life skills, job readiness, job search, or other services
- Number of offenders referred to other community-based services, type of service and completion type (requirements satisfied, released, new pending charges/convictions, absconder or other noncompliant)
- Number of permanent housing plans developed prior to exit (positive types)

- Employment status at entrance and exit
- Monthly offender progress reports detailing all activities, services obtained and current progress status
- Final Offender Discharge Summary detailing all services received, detailed description of the offender’s plan for self-sufficiency and any other pertinent information.

The Vendor shall document all case planning efforts in monthly progress reports to be submitted via PIMS by the fifth day of the following month. When discharging an offender from housing, the Vendor shall thoroughly document the offender’s discharge plan in PIMS, including how the offender will sustain the plan to remain self-sufficient.

Individual Case Records

Vendor shall prepare and maintain hardcopy and/or electronic records (PIMS) of participants in the program and shall contain the information essential to the provision of services and/or treatment.

At a minimum, each case record will include the following information:

- a. Intake interview form containing demographic, biographical, and other identifying information.
- b. An acknowledgment signed by the eligible participant that written program rules have been provided and explained and are understood by the eligible participant.
- c. A confidentiality statement and appropriate consent forms signed by the eligible participant.
- d. Coordination with assigned probation officer and monthly consultation to include copy of monthly progress report sent to probation.
- e. If applicable, copies of drug screens, tracking records, and transfer forms when applicable.
- f. Documentation of the referrals made to other service providers and services.
- g. Records for all eligible participants served in the program will be kept current through regular, dated progress notes beginning at the point of intake and continuing through completion or termination of program(s).

The Vendor shall submit documentation in the PIMS system of successful completion and/or termination immediately upon discharge. The Vendor shall store all case records onsite at the program location under lock and key and retain them for a minimum of five (5) years following participant termination. Contractual case records are to be stored in a secure site. The Department shall have access to any and all participant case records, as needed, from participant’s program start date to five (5) years past program participant’s termination.

The Department reserves the right to review any and all files, records, notes or other documentation made or kept by the Vendor concerning any aspect of compliance with this contract at any time.

5.3 PROJECT ORGANIZATION

The 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. The proposal shall provide information regarding factors that you consider relevant to your ability to successfully perform services defined by this RFP by responding to the questions below. Responses shall be as detailed as possible and should include project descriptions, deliverables, staff involved, and dates of activities/services as appropriate.

The housing provider must provide each resident with a policy manual that details the facility’s policies and guidelines. The manual should provide adequate notice of programs, services, rules and requirements. At a minimum, the document must include the components listed below.

1. Overview of the agency and its mission

2. Description of staff positions and roles
3. Agency contact information, including contact information for general questions or emergencies
4. Tenant rights
 - a. Tenants must not be denied adequate food or water for any reason.
 - b. Tenants must not be denied access to treatment/rehabilitative activities.
 - c. Tenants must not be denied access to religious activities.
 - d. Tenants must not be mandated to participate in any religious activities.
 - e. Tenants must not be denied access to their probation/parole officer for any reason.
 - f. Tenants must not be denied access to their mail.
5. Resident responsibilities
6. Emergency policies and procedures
 - a. What to do in case of emergency
 - b. Emergency contact information
 - c. Location of hospitals and urgent care facilities
 - d. Disaster plan and evacuation procedures
7. Fire prevention and inspection procedures
8. Meals policy
9. Kitchen policy, including kitchen use and food storage
10. Laundry policy
11. Cleaning and maintenance policy
12. Telephone policy, including both facility phones and personal phones
13. Television and media policies
14. Mail policy, including procedures regarding deliveries
15. Computer use policy
16. Visitation policy
17. Alcohol and drug-free policy
18. Personal property storage policy
19. Contraband policy
20. Confidentiality policy
21. COVID 19 policies and procedures
22. How to access medical, dental or psychiatric care
23. How to obtain prescriptions and over-the-counter medications
24. How to access transportation
25. How to access public benefits for which they are eligible (veterans benefits, Medicare, Medicaid, Social Security benefits, disability benefits, etc.)
26. How to request maintenance or repairs
27. How to request personal care supplies or other provisions provided by the facility
28. How to connect with local resources that support reentry
29. How to report violations of house rules

- 30. Facility search, inspection or investigation policies, if applicable
- 31. Dress code, if applicable
- 32. Any other pertinent facility rules and regulations

The awarded Vendor shall provide a copy of the policy manual for inspection by the Department upon request. The policy manual should present a detailed comprehensive representation of the Vendor’s proposed operational structure.

5.4 TECHNICAL APPROACH

Qualified Vendors are encouraged to submit a proposal for performing the services described herein. All proposals must be submitted strictly in accordance with the requirements of this RFP. Failure to include any required information in the proposal shall, at the sole discretion of the Department, cause rejection of the proposal. In addition, Vendor shall also complete Attachment I: Vendor Project Manager for each location being proposed with their bid submission. **By submission of a proposal, the Vendor acknowledges that no person currently employed by the Department has assisted with or approved the preparation of its proposal. Failure to adhere to this requirement shall subject the proposal to rejection.**

Each Vendor must demonstrate in its proposal the requirements contained herein are met. Therefore, in addition to information required in other parts of this RFP, **Vendors shall furnish detailed responses to each item (A - E) listed below in Vendor Program(s)**

Description:

- A. **Implementation Plan:** The Vendor’s proposal shall include a proposed implementation plan describing how the Vendor will provide housing, programs and services for offenders. The Vendor’s proposed program(s) shall include a Projected Implementation Timeline describing how the Vendor’s program(s) will be deployed. Within fifteen (15) days of the award, the implementation schedule will be mutually agreed upon and set between the Department and the awarded Vendor(s).
- B. **Description of Programs and Services:** The Vendor’s proposal shall include the proposed programming and services to be provided by the Vendor, including the name(s) of service providers (individuals and/or organizations), location of services, type of services (e.g., employment, substance abuse, life skills, education, etc.) and curricula or materials used.
- C. **Health Care:** The Vendor’s proposal shall include a description of how residents will access local health care services including primary care, prescriptions, medical equipment / devices, and transportation to appointments.
- D. **Confidentiality:** The Vendor’s proposal should include a copy of current policy or policies for ensuring participant confidentiality.
- E. **COVID Compliance:** The Vendor’s proposal must include a description of the facility’s Transitional Housing COVID-19 Infection Control Assessment and Response Plan and must address all questions below.

Keep COVID-19 from entering your facility or residence:

- 1. How do you limit access points to the facility or residence?
- 2. Do you restrict visitors except in emergency situations? If so, how?
- 3. Do you restrict volunteers and non-essential personnel, service providers, etc.? If so, how?
- 4. Do you screen staff for fever and respiratory symptoms before starting each shift?
- 5. Are residents wearing face masks/coverings, required to wash their hands, in the facility or residence and when they leave and return to the facility or residence?
- 6. Does your facility or residence provide general access to personal protective equipment (masks, gloves, and sanitizer) for all staff and residents?
- 7. Does your facility or residence provide general COVID-19 awareness and education provided to all staff and residents?
- 8. Has the facility or residence developed a cleaning schedule?
- 9. Who is responsible for cleaning?

10. What guidelines are followed to ensure the facility or residence is effectively cleaned to prevent the spread of COVID-19?
11. Are residents screened at least daily for fever and respiratory symptoms? If so, how?
12. Would the facility or residence cancel group activities and communal dining? If so, what alternatives are provided?

COVID-19 Plan of Action for a positive resident:

1. How would a COVID-19 positive resident be quarantined or isolated in the facility or residence?
2. How would the COVID-19 positive resident access common areas such as bathroom and kitchen?
3. How would facility or residence staff assist a COVID-19 positive resident with meals, medications, personal protective equipment, etc.?
4. How would the facility or residence notify the local Public Health Department about confirmed or symptomatic individual?
5. How would the facility or residence ensure that an individual in quarantine or isolation had access to personal protective equipment?

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 MANAGEMENT

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. Vendor shall complete **Attachment I: Vendor Project Manager** and include in Proposal.

Contract Officer: Cindy Self, Purchasing and Logistics, NC Department of Adult Correction, 5227 MSC, Raleigh, NC 27699-5227. Cindy.Self@dac.nc.gov , 919-324-1469 is designated as the Contract Officer for the Department.

Contract Administrator - Lateisha Thrash, Director, NC Department of Adult Correction, Division of Rehabilitation and Reentry, 3512 Bush Street, Raleigh, NC 27609 (919) 324-6054, Lateisha.Thrash@dac.nc.gov is designated as the Contract Administrator 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 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.

As needed, the Vendor is required to meet with the Department personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract. Meetings will occur as problems arise and will be coordinated by the Department. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Contract.

6.3 INVOICES

Should the Vendor’s proposal result in an award, instructions for invoicing will be presented and agreed by all parties during the Contract Administration phase.

6.4 CONTINUOUS IMPROVEMENT

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

6.5 PERIODIC MONTHLY STATUS REPORTS

The Vendor shall be required to provide monthly reports to the designated Contract Lead by the tenth day of each month. This report shall include, at a minimum, the information specified in SECTION 5.2. 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 reports in a timely manner and on a regular schedule as agreed by the parties.

Within 60 (sixty) 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.

6.6 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor's work product shall be based on the following criteria:

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

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 six (6) 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 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.

6.9 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.

6.10 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. 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 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 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 at SVC_dac.prea@dac.nc.gov or the DAC PREA 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.

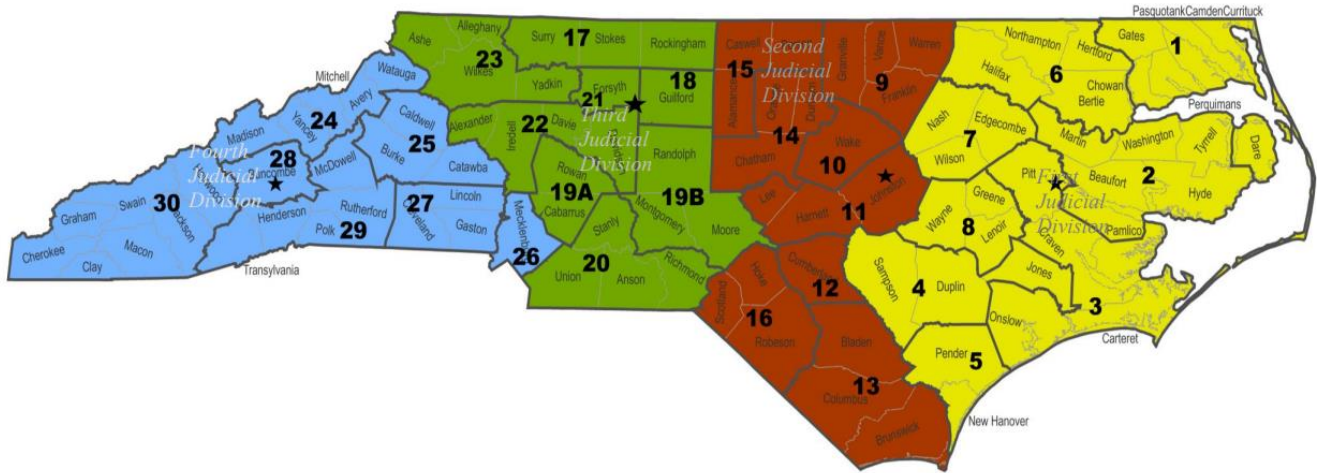
6.11 ATTACHMENTS

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. All Attachments that are required to be returned are noted in Section 2.7 PROPOSAL CONTENTS and have a corresponding vendor submittal field in the Sourcing Tool.

APPENDIX A: JUDICIAL DIVISIONS

Tracy Lee, Deputy Secretary
 Karey Treadway, Director of Field Services
 Brian Gates, Director of Program Services
 Theresa Starling, Director of Administrative Services

N. C. DEPARTMENT OF ADULT CORRECTION DIVISION OF COMMUNITY SUPERVISION



Fourth Judicial Division

JD Adm. Boyce Fortner
 Asst JD Adm. Tim Gasperson
 JDM Dist 24 Robin Hodshon
 JDM Dist 25 Kevin Miller
 JDM Dist 26 Darius Deese
 JDM Dist 27 Kim Gettys
 JDM Dist 28 Lori Anderson
 JDM Dist 29 Jessica Chitwood
 JDM Dist 30 Todd Sellers

Third Judicial Division

JD Adm. Jackie Murphy
 Asst JD Adm. Shawn Owens
 JDM Dist 17 David King
 JDM Dist 18 Angela Williams
 JDM Dist 19A Scott Idol
 JDM Dist 19B Thomas Buckingham
 JDM Dist 20 Tara Richardson
 JDM Dist 21 Sherri Cook
 JDM Dist 22 Robin Griffin
 JDM Dist 23 Nancy Gilchrist

Second Judicial Division

JD Adm. Sheila Moore
 Asst JD Adm. Lewis Adams
 JDM Dist 9 Rodney Robertson
 JDM Dist 10 Steve Walker
 JDM Dist 11 Cindy Willis
 JDM Dist 12 Moses Barrow
 JDM Dist 13 Mike Frazier
 JDM Dist 14 Celeste Kelly
 JDM Dist 15 Aries Cox
 JDM Dist 16 Truman Raines

First Judicial Division

JD Adm. Kim Williams
 Asst JD Adm. William Woolard
 JDM Dist 1 Jennifer Gallop
 JDM Dist 2 Sharon Stevens
 JDM Dist 3 Randall Parker
 JDM Dist 4 Travis Joyner
 JDM Dist 5 Thurman Turner
 JDM Dist 6 Bill Mitchell
 JDM Dist 7 Paige Wade
 JDM Dist 8 Heather Bevell

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