# **REQUEST FOR PROPOSALS**

ALTERNATIVES TO VIOLENCE PROGRAM - NATIONS FORD RD. AND ARROWOOD RD.

RFP # 269-2023-041



CITY OF CHARLOTTE NORTH CAROLINA

**APRIL 19, 2023** 

# REQUEST FOR PROPOSALS RFP # 269-2023-029 ALTERNATIVES TO VIOLENCE PROGRAM

April 19, 2023

**Interested Company:** 

The City of Charlotte, North Carolina, is now accepting Proposals for Alternatives to Violence Program. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

The City of Charlotte is using the Bonfire e-Procurement Portal ("Procurement Portal" - <a href="https://charlottenc.bonfirehub.com">https://charlottenc.bonfirehub.com</a>) to accept and evaluate proposals for this RFP. Proposals must be submitted electronically through the Procurement Portal on or before the Due Date in order to be accepted.

REMOTE MEETING: A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **May 05, 2023 at 1 p.m.** As a precautionary measure due to COVID-19 and understanding that some businesses have chosen to suspend employee travel, a video conferencing line has been set up for Companies to attend the Pre-Proposal Conference. **No onsite meeting will be held and Service Provider(s) should not come to the City expecting to attend in person.** While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Provider(s) are **strongly encouraged** to participate.

Click here to join the meeting

Meeting ID: 218 927 570 803

Passcode: KhCMY4

Download Teams | Join on the web

Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **May 17, 2023 at 3:00 p.m.** 

The City is an equal opportunity purchaser.

Sincerely,

Marcy Mars Chief Procurement Officer

# **Checklist for submitting a Proposal:**

Step 1	Read the document fully.
Step 2	Review the solicitation timeline and upcoming events in the Procurement Portal and download copies of any documents if you plan to submit a Proposal.
Step 3	(Optional) Submit any questions via the Procurement Portal by the deadline(s) noted for the solicitation.
Step 4	Conduct a thorough review of the Sample Contract. Any exceptions to the Sample Contract must be uploaded in word format (with redlines/tracked changes)
Step 5	Monitor the Procurement Portal for any addendums and/or responses to questions.

If you plan to submit a Proposal, you must submit all required documents and respond to all questions within the Procurement Portal for the RFP.

If awarded a contract, your company will be required to provide an insurance certificate(s) that meets or exceeds the requirements set forth in the Sample Contract.

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# 1. INTRODUCTION.

#### 1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City's needs for the Services detailed in the Scope of Work. In 2019, more than 100 homicides occurred in Charlotte — an 80 percent increase over the previous year and the city's highest number of homicides since the early 1990s — and hospital emergency departments treated more than 4,000 Mecklenburg County residents for assault-related injuries.

In response to the increase in violence, the City, County and partners have adopted a new public health approach to prevent violent crime.

To help address this problem, the Office of Equity, Mobility and Immigrant Integration seeks one community organization to act as the Lead Agency and implement Cure Violence Global's violence interruption model in the priority geography of Nations Ford Rd. and Arrowood Rd. The success of this project will rely on the community organization and other stakeholders to mobilize community members against shootings and homicides.

The budgeted cost for this solicitation is \$450,000.00

# 1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

Acceptance: Refers to receipt and approval by the City of a Deliverable or Service in

accordance with the acceptance process and criteria in the Contract.

Affiliates: Refers to all departments or units of the City and all other governmental

units, boards, committees or municipalities for which the City processes

data or performs services.

Biodegradable: Refers to the ability of an item to be decomposed by bacteria or other living

organisms.

Charlotte Business

INClusion/CBI: Refers to the Charlotte Business INClusion office of the City of

Charlotte.

Charlotte Business INClusion Policy/

CBI Policy: Refers to the policy adopted by City Council, which seeks to enhance

competition in contracting and procurement opportunities for MWSBEs

located in the Charlotte Combined Statistical Area.

Charlotte Combined

Statistical Area: Refers to the area consisting of the North Carolina counties of Anson,

Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INClusion to determine eligibility to

participate in the program.

City: Refers to the City of Charlotte, North Carolina.

City Project Manager: Refers to a specified City employee representing the City's best interests in

this Project.

# **Introduction and General Information**

Company: During the solicitation process, refers to a company that has interest in

providing the Services. After the solicitation process, refers to a company  $% \left( 1\right) =\left( 1\right) \left( 1\right$ 

that has been selected by the City to provide the Services.

Company Project

Manager: Refers to a specified Company employee representing the best interests of

the Company for this Project.

Contract: Refers to a written agreement executed by the City and the Company for all

or part of the Services.

Deliverables: Refers to all tasks, reports, information, designs, plans, and other items that

the Company is required to deliver to the City in connection with the

Contract.

Department: Refers to a department within the City of Charlotte.

Documentation: Refers to all written, electronic, or recorded works that describe the use,

functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and

logic diagrams.

Environmentally

Preferable Products: Refers to products that have a lesser or reduced effect on human health and

the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation,

maintenance, or disposal of the product.

Evaluation Committee: Refers to a City-appointed committee that will evaluate Proposals and

identify the Company(-ies) best meeting the needs of the City.

Milestones: Refers to an identified deadline for the completion of specific Services

Minority-owned
Business Enterprise/

MBE: Refers to a business enterprise that: (i) is certified by the State of North

Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte

Combined Statistical Area.

MWSBE: Refers to SBEs, MBEs, and WBEs, collectively.

MWSBE Goal: If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs,

and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one (1) combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one (1) combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal

amount, including any contingency.

Post-Consumer

# **Introduction and General Information**

Recycled Material: Refers to material and by-products which have served their intended end-

use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and

commonly reused within, an original manufacturing process.

Project: Refers to the City's need for a company to provide Alternatives to Violence

Program for the City.

Proposal: Refers to the proposal submitted by a Company for the Services as outlined

in this RFP.

Recyclability: Refers to products or materials that can be collected, separated, or

otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or

components are recyclable.

Recycled Material: Refers to material and by-products which have been recovered or diverted

from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within,

an original manufacturing process.

Services: Refers to the **Alternatives to Violence Program** as requested in this RFP.

Small Business

Enterprise/SBE: Refers to a business enterprise that is certified by the City of Charlotte under

Part E of the CBI Policy as meeting all of the requirements for SBE

certification.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

Subcontracting Goal:

Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for

an RFP and resulting Contract.

Trade Secrets: Information of the City or a

Information of the City or any of its suppliers, contractors or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes

and procedures.

Woman-owned
Business Enterprise/
WBE:

Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned

by one or more persons who are female; and (iii) has significant business

presence in the Charlotte Combined Statistical Area.

Work Product:

Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

# 1.3. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for submitting them per Section 2.2.

# 1.4. City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, at any time;
- 1.4.2. To cancel this RFP with or without the substitution of another RFP;
- 1.4.3. To require one or more Companies to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted
- 1.4.4. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.5. To waive any defect or irregularity in any Proposal received;
- 1.4.6. To reject any or all Proposals;
- 1.4.7. To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- 1.4.8. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.9. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms;
- 1.4.10. To terminate discussions and negotiations with any Company at any time and for any reason;
- 1.4.11. To issue additional requests for information; and
- 1.4.12. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interest of the City.

# 1.5. Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs

related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

# 1.6. Proposal Conditions.

- 1.6.1. The following terms are applicable to this RFP and the Company's Proposal Not An Offer. This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.
- 1.6.2. Right to Terminate Discussions.

The Company's participation in this process might result in the City selecting the Company to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.

1.6.3. Trade Secrets and Personal Identification Information.

#### Definition.

Upon receipt by City Procurement, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

# <u>Instructions for Marking and Identifying Trade Secrets.</u>

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified by clearly separating them from the rest of the Proposal and marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." This confidentiality caption must appear on each page of the Trade Secret or PII materials, and the document(s) must be submitted separately in the Procurement Portal.

# Availability of Proposals to City Staff and Contractors.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

# Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret

or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

#### 1.6.4. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

1.6.5. Reservation of Right to Change Schedule.

The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.

1.6.6. Reservation of Right to Amend RFP.

The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to <a href="the-procurement Portal">the Procurement Portal</a>. Companies are required to acknowledge receipt of each addendum.

1.6.7. No Collusion or Conflict of Interest.

By responding to this RFP, the Company shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Company submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

1.6.8. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

1.6.9. Charlotte Business INClusion Program.

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority-owned, Woman-owned, and Small Business Enterprises (MWSBEs) with a significant business presence in the Charlotte Combined Statistical Area. The CBI Policy is posted at www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City-funded contracts at both the prime and subcontract level. For MWSBE participation to count towards a Subcontracting Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

# 1.6.10. Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does

not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

1.6.11. Title VI Solicitation Notice: Note: Unless otherwise stated herein, this section is only applicable to purchases made by or on behalf of the Aviation Department. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

# 1.6.12. Use of City's Name.

No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

1.6.13. Withdrawal for Modification of Proposals.
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date by editing or removing their submission on the Procurement Portal.

#### 1.6.14. No Bribery.

In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

#### 1.6.15. Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including in the Sample Contract. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

Exceptions must be submitted under the Acknowledgement section in the Procurement Portal. If exceptions are not identified in your Proposal, they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted. The City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in the Sample Services Contract. The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

#### 1.6.16. Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

# 1.6.17. Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a Proposal. Failure to do so will be at the Company's own risk.

#### 1.6.18. Environmentally Preferable Purchasing.

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content Reduced Packaging Compostability Energy Efficiency Recyclability Biodegradability Durability

Companies able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal using the provided Questionnaire in the Procurement Portal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

#### 1.6.19. Disclaimer

Each Company must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

#### 2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

#### 2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
April 19, 2023	Issuance of RFP. The City issues this RFP.
May 03, 2023	Submission of Written Questions Prior to Pre-Proposal Conference. Companies are permitted to submit questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.2 by 3 p.m.
May 05, 2023	Non-Mandatory Pre-Proposal Conference to be held via the link indicated in Section 2.3 staring at 1:00 PM
May 08, 2023	Submission of Questions After the Pre-Proposal Conference. Questions are due by 5 p.m.
May 17, 2023	Proposal Submission. Proposals are due by 3 p.m. via the Procurement Portal.
TBD	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
TBD	Contract Award by Council.
TBD	Services Commence. Company begins providing the Services.

# 2.2. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question through the **Vendor Discussion** section on the Procurement Portal; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting City staff prior to the Proposal due date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.** 

In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **3** p.m. on May 03, 2023.

After the Pre-Proposal Conference, questions must be submitted in the Procurement Portal by the deadline stated in Section 2.1. In the case of questions not submitted by the deadline, the City will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline. When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Procurement Portal.

# 2.3. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **May 05, 2023 at 1 p.m**. Meeting information is provided below:

Click here to join the meeting Meeting ID: 218 927 570 803 Passcode: KhCMY4

Download Teams | Join on the web

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify the City in advance through the **Vendor Discussion** section of the Procurement Portal.

#### 2.4. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP by **May 17, 2023 on or before** <u>but no</u> <u>later than</u> **3 p.m.** 

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

# 2.5. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

#### 2.6. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one (1) or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

# 2.7. Contract Award by Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

#### 2.8. Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

http://charlottenc.gov/vendors

#### 3. SCOPE OF ALTERNATIVES TO VIOLENCE PROGRAM.

#### 3.1. General Scope.

In 2019, more than 100 homicides occurred in Charlotte — an 80 percent increase over the previous year and the city's highest number of homicides since the early 1990s — and hospital emergency departments treated more than 4,000 Mecklenburg County residents for assault-related injuries.

In response to the increase in violence, the City, County and partners have adopted a new public health approach to prevent violent crime.

To help address this problem, the Office of Equity, Mobility and Immigrant Integration seeks one community organization to act as the Lead Agency and implement Cure Violence Global's violence interruption model in the priority geography of Nations Ford Rd. and Arrowood Rd The success of this project will rely on the community organization and other stakeholders to mobilize community members against shootings and homicides.

# 3.2. Program Overview.

Violence Interruption is a unique, interdisciplinary, public health approach to violence prevention and an adaptation of the Cure Violence Model (CVM). The philosophy of CVM maintains that violence is a learned behavior that can be prevented using disease control methods. Violence Interruption works primarily with high-risk youth, aged 14 to 25, through regular individual interactions, conflict mediation, and community mobilization. Using proven public health techniques, the model focuses to prevent violence through a three-prong approach:

#### 3.2.1. *Identification & Detection*

Violence Interruption is a data-driven model. Through a combination of statistical information and street knowledge, staff identify where to concentrate efforts, focus resources, and intervene in violence. This data guides staff to communities most impacted by violence. It provides a picture of those individuals at the highest-risks for violence and shows staff how to intervene.

# 3.2.2. Interruption, Intervention, & Risk Reduction

Violence Interruption staff intervene in crises, mediate disputes between individuals, and intercede in group disputes to prevent acts of violence. Staff are experienced and well-trained professionals from the communities they represent. These individuals must have credibility and strong reputations in the community. This is often due to having similar lived experience to the individuals they seek to work with. Staff understand who holds the influence in communities and who they need to engage to de-escalate situations before an act of violence occurs.

Most program participants are beyond the reach of traditional social support systems. They have dropped out of school, exhausted social services or aged out, and many have never held a legitimate job. Often these individuals next encounter with the system results in incarceration or a victim of violence.

#### 3.2.3. Change Behaviors & Norms

Violence Interruption staff work to change the thinking on violence at both the community-level and the society at-large. For disproportionately impacted communities, violence has come to be accepted as an appropriate—even expected—way to solve conflicts. Violence Interruption staff provide tools, at the street level, to resolve conflicts in alternative ways.

Violence Interruption looks to shift the discourse toward the view of violence as a disease and placing the emphasis on finding solutions to end this epidemic.

# 3.3. General Responsibilities.

3.3.1. Role of the City's Office of Equity, Mobility, and Immigrant Integration (OEMII)

OEMII will provide regular site monitoring to review administrative and programmatic aspects of the program to ensure adherence to the agreement and scope of services. OEMII will serve as the leading technical support advisor for the CBO by providing training of project staff, participating in community activities, and supporting the CBO in effectively adapting the CVM to individual communities impacted by violence.

#### 3.3.2. Role of the selected community-based organization (CBO)

The CBO is responsible for the daily operations of a Violence Interruption site along with data collection, management, and review. The CBO will implement the Cure Violence Global Violence Interruption Model program focusing on the boundaries of the Beatties Ford Rd. and LaSalle St., West Blvd. and Remount Rd to Southside Homes, and Nations Ford Rd. and Arrowood Rd. priority areas.

The CBO shall hire and manage all project staff, subject to OEMII oversight. In addition, the CBO will be responsible for coordinating community mobilization; planning and participating in community activities and public education efforts; assisting with coalition building; leading and participating in other activities to engage the community in this intervention; and working with the program evaluators. OEMII will serve as the technical support advisor and assist in the CVM implementation.

# 3.4. Minimum Qualifications.

All CBOs interested in submitting a proposal must meet the following minimum qualifications:

- 1. Proposer must be designated as a 501(c)3 by the IRS
- 2. Proposer must be designated and in good standing as a tax-exempt organization by the State of North Carolina
- 3. Proposer must be able to operate a Violence Interruption site within an eligible target area as defined within this solicitation.
- 4. Proposers must ensure that the Violence Interruption staff operate within the designated area (three program sites).
- 5. Proposer must be able to employ direct service staff with criminal backgrounds to work in the target community.
- 6. Proposer must demonstrate existing relationships with community agencies and partners and provide letters of support from these partnerships.
- 7. Proposer must demonstrate the capacity to provide or connect staff with job-related competencies that directly support their work. This includes, but is not limited to, trainings/information on the impact of trauma (Trauma Informed Care) and cultural/linguistic competencies, addressing child support matters, and employee assistance programming that includes counseling and referrals to other support.
- 8. Proposer must demonstrate financial ability to meet payroll for project staff for at least thirty days in the event that payments under the contract are delayed or a financial penalty for inadequate performance is applied. If the proposer cannot meet this parameter, they must clearly state that in the proposal and affirm their willingness to work with a third-party fiscal agent.
- 9. Proposer must ensure that the violence interrupter site supervisor has local supervision
- 10. Proposer must demonstrate history managing federal funds
- 11. Any organization that has less than 1 year experience managing federal funding at or above \$375k is strongly recommended to find a partner or fiscal sponsor for their request.

12. Proposer must attend a virtual Cure Violence 101 training to learn the basics about the Cure Violence approach, and how you can get started in your community, see links below for training.

# **Zoom Links below for required training**

# Cure Violence 101 training on Thursday, April 27th at 4:00 pm.

https://us02web.zoom.us/j/89362267946?pwd=dEIIM2Q1d3pHVGNwc0FhM0hzNXEvZz09

# 3.5. Scope of Services.

The successful proposer shall be required to perform all of the services below and include the following elements in its proposal submission:

3.5.1. Service 1: Implementation of the Cure Violence Model

The CBO must include language in its written mission statement that speaks to its goal of eliminating violence. The CBO must also agree to implement the CVM with high fidelity. Each Violence Interruption site must focus on mediations as this proven approach has been shown to reduce shootings and homicides. Each Violence Interrupton site must utilize Violence Interrupters and Outreach Workers to eradicate violence by using all of the following approaches:

- Approach #1: Detect and Interrupt Potentially Violent Conflicts
- Approach #2: Identify and Treat Highest Risk Individuals
- Approach #3: Community Mobilization/Change Behavior Norms
- Approach #4: Continual Data Collection and Monitoring

# 3.5.1.1. Approach #1: Detect and Interrupt Potentially Violent Conflicts or Potential Shooting Events

Provide support for Violence Interrupters and Outreach Workers that:

- Canvass the target area daily to determine potential hot spots
- Convene or attend daily meetings to review crime data, as well as information acquired through canvassing and community contacts
- Develop a daily plan to address confirmed hot spots
- Conduct mediations between individuals and/or groups by employing mediation strategies and techniques learned during comprehensive training
- Meet with individuals/groups at highest risk for retaliation to conduct mediation(s) and/or establish resolutions to the conflict
- Ensure staff members are following up with parties involved in the conflict on a consistent basis

# 3.5.1.2. Approach #2: Identify and Treat Highest Risk Individuals

Ensure that Violence Interrupters and Outreach Workers have the credibility, rapport, and knowledge to identify and work with individuals/groups at highest risk for involvement in shootings and killings, to include the ability to:

Use past and developed relationships with key individuals/groups to promote use
of nonviolence and prevention of shooting incidents, including retaliations

- Establish rapport with new key individuals/groups (individuals returning to the community, etc.)
- Meet with key individuals/groups on a daily basis
- Ensure that Outreach Workers maintain a minimum of fifteen (15) participants and that each participant receieves at least six (6) in person contacts per month
- Conduct monthly reviews of Violence Interrupter and Outreach Worker documentation to ensure that staff members have the necessary relationships and are working with the highest risk individuals

# 3.5.1.3. Approach #3: Community Mobilization/Change Behavioral Norms

Through credibility and rapport, ensure that Violence Interrupters and Outreach Workers are working to change the behavioral norms that support violence in target communities. This is done through planning and participating in community activities and public education efforts, assisting with coalition building, and leading and participating in activities to engage the community. The CBO will communicate its role in violence reduction and inform partners of the needs and opportunities for active involvement. Activities include:

- Distributing public education materials that promote the use of nonviolence
- Providing information regarding available resources (job training, education, substance abuse treatment, etc.)
- Developing community responses to shootings, within seventy-two (72) hours of a shooting. The Violence Interruption site must organize a community activity to call attention to the shootings and killings and to urge community members to join with others in speaking out against violence occurring within the site's designated target area.
- Partnering with community groups/organizations to conduct quarterly events
- Communicating nonviolence strategies to key individuals/groups
- CBO will document efforts made to inform partners of ways to become involved in the program, which may include: providing in-kind services, access to programming, attending and advertising monthly events and shootings responses, etc., in the monthly report.
- The CBO will assist Violence Interruption staff with building rapport and fostering relationships with their existing community partners.

#### 3.5.1.4. Approach #4: Continual Data Collection, Monitoring and Reporting

Accurate data collection, monitoring and reporting help to strengthen the efficacy of the program and measure the reduction of violence. Activities include:

- Develop and implement a strategy for engagement with law enforcement to ensure notification of shootings, as well as receipt of crime data for target area
- Review data related to shootings and homicides occurring in and around assigned Violence Interruption sites(provided by the OEMII staff).
- Utilize the newly developed web-based database system to collect and analyze program components of the CVM intervention.

- Conduct daily briefings and debriefings to discuss information gleaned from canvassing efforts and contact with key individuals
- Map all data associated with the intervention to include:
  - Locations of violent crimes
  - Locations of canvassing/interruption efforts
  - o Locations of established relationships with key individuals
  - Confirmed hot spots
  - Locations of mediations
- Use data to inform interruption strategies and identify daily plan

# 3.5.1.5. Program Documentation.

The CBO shall complete all forms noted in **Appendix 3** (Program Documentation & Monitoring) and provide appropriate oversight to ensure accuracy. Any documentation not stored in the Cure Violence database must be stored in a locked file cabinet and be made available for review by OEMII.

The CBO is responsible for maintaining records in the Cure Violence Database to document all program activity including but not limited to:

- Daily Logs (These are required of all staff)
- Weekly Logs
- Staff Summary/Development Plan
- Conflict Response: Conflict Mediations
- Conflict Response: Mediation Follow-up Forms
- Participant Screening & Activation: Eligibility Screening
- Participant Screening & Activation: Program Activation
- Participant Case Management: Program Status
- Participant Case Management: Case Notes
- Participant Case Management: Risk-Needs-Resilience (RNR) Assessment
- Participant Case Management: RNR Goal Summary
- Participant Case Management: Success Stories
- Site Management: Neighborhood Context
- Site Management: Violent Incidents
- Site Management: Community Activities
- Site Management: Neighborhood Changes

# 3.5.1.6. Monthly Reporting Requirements.

Monthly Program Activity Reports measure the efforts of the team for the reporting period. Monthly reports must contain the following:

- A brief (one to two page) narrative describing activities undertaken for the month and plans for the next month
- Criminal background checks and date of check.

- The CBO shall submit program data and other information required by OEMII regarding activities and outcomes in a form and manner according to a schedule specified by OEMII
- Reports are to be submitted by the 10th day of each month (reporting documents will be provided). If the 10th falls on a weekend or holiday, reports will be submitted on the next business day.

# 3.5.2. Service 2: Participant Enrollment

Each Violence Interruption site must actively identify and enroll participants that are at highest risk for involvement in violence. In order to be served by the program, prospective participants must meet a minimum of five (5) of the following seven riskfactors:

- 1. Between the ages of 14 and 25 years old
- 2. Might be involved in street activity associated with violence
- 3. Legal history of involvement in violent activity
- Personally injured by violence recently
- 5. Friend, family, or group member was injured by violence recently
- 6. Might be a member of a group that might be involved in street activity
- 7. Might have easy access to a weapon

# 3.5.3. Service 3: Human Resources Requirements

CBOs **must** be able to hire individuals with criminal backgrounds (except those convicted of domestic violence, child abuse or a crime of a sexual nature unless the candidate was convicted of domestic violence ten or more years ago).

Additionally, CBOs **must** hire the following positions at a salary no less than minimum salary requirements listed below. CBOs must ensure that at a minimum the staffing pattern remains at seven staff. Vacant positions must not be vacant longer than 90 days. The Violence Interruption site will have a team of six (6) staff members. The staffing pattern is as follows:

- One (1) Site Supervisor
- Two (2) Outreach Workers
- Three (3) Violence Interrupters

See **Appendix 1** for list of job descriptions.

Minimum salary for each required position:

- Site Supervisor: \$38,500
- Violence Interrupter \$36,000
- Outreach Worker: \$36,000

The CBO is responsible for ensuring compliance with all personnel requirements identified within this solicitation, for staff funded in whole or in part by Violence Interruption.

# 3.5.3.1. Hiring Requirements.

All staff shall be selected by a hiring panel consisting of a representative of the CBO, a representative of OEMII, a representative of CVG, a Law Enforcement representative, and at least one other individual who lives or works in the community. Applicants must successfully pass a criminal background check and

drug screening (except those convicted of domestic violence, child abuse or a crime of a sexual nature unless the candidate was convicted of domestic violence ten or more years ago). No candidates shall be offered employment without the agreement of OEMII and the CBO. Individuals who are on probation or who have been released from probation or incarceration for less than two years are not eligible for hire.

The Site Supervisor shall be selected from a pool of candidates identified as a result of the position being announced in appropriate forums and various media sites unless prior written approval for a waiver of this requirement is sought from and given by OEMII.

All Outreach Workers and Violence Interrupters shall be selected from a pool of candidates that may include community residents, formerly incarcerated persons, and others with a demonstrated ability to relate to the target population and a connection to the target area.

In partnership with OEMII, CBOs must evaluate all staff members at a minimum of once per year to ensure that team members still possess the credibility and skills needed to work with key individuals/groups. Staff must pass scheduled background checks and drug screenings. Staff who do not pass these checks are subject to immediate dismissal. All CBOs must submit an ex-offender hiring policy, which must be approved by OEMII. (See **Appendix 2**, Sample Policy Guidelines for Hiring Formerly Incarcerated Persons)

#### 3.5.3.2. CBO Deliverables.

- All personnel hired shall meet the requirements detailed in the job descriptions included in Appendix 1. The CBO agrees to maintain records documenting compliance with all aspects of the hiring process.
- Violence Interruption sites must be in compliance with the hiring process and use all
  associated CVG forms. The hiring process includes, at minimum, pre-screening of potential
  Violence Interrupters and Outreach Workers and the convening of a full hiring panel for all
  staff selection.
- All staff hired as full-time workers must be offered employer-sponsored health insurance, in addition to an hourly or salaried wage.
- Criminal background checks must be completed for each individual hired.
- New hires must be drug tested to assure they are drug-free and agree to periodic drug testing.
- Ongoing criminal background and drug testing must be conducted as scheduled by OEMII.
- Results of criminal background checks and drug tests should be retained by the CBO in a secure location and available for review during the monthly audit.
- The CBO must submit their Arrest/Conviction and Substance Abuse policies to OEMII.
- Timesheets for all staff funded are required to be maintained on site, approved by a supervisor, and available for review during the OEMII monthly audit. Documentation of work completed by funded staff should reflect the time staff are paid.

# 3.5.3.3. Training.

- Successful candidates are required to complete the basic outreach worker training delivered by Cure Violence and OEMII within 30 days of employment.
- Successful candidates are required to complete 40 hours of Advanced Interruption Techniques training within 30 days of employment.
- All senior staff candidates must complete management training within 45 days of employment or promotion, in addition to completing 40 hours of Advanced Interruption Techniques training.

- Workers who were previously employed by the CBO as a Violence Interrupter, Outreach Worker, Site Supervisor or Site Director and are rehired after a lapse of no more than 60 days need only attend a booster session.
- Violence Interruption staff must attend all trainings and meetings sponsored by OEMII.
   Notices of these events will be provided at least a week in advance.

#### 3.5.3.4. Equipment.

Individuals hired will be provided with equipment needed to fulfill their duties. This includes cell phones and access to a computer with internet service.

#### 3.5.3.5. Personnel Monitoring.

- CBOs must notify OEMII, in writing, of vacancies, suspensions or terminations of staff within 48 hours of an employee's change in status. Failure to maintain a minimum of seven staff members per site for more than 90 days may result in suspension/termination of the contract.
- CBOs must background twice per year to ensure staff have not been arrested and/or convicted of any new charge(s). All arrests and convictions must be reported to OEMII within one (1) business day. Any worker arrested and charged with a felony or serious misdemeanor must at minimum, be suspended pending review by OEMII. Any employee convicted of a felony or misdemeanor must be terminated.
- CBOs must agree to institute disciplinary measures for employees who fail to perform job
  duties. Disciplinary actions should include, but are not limited to, verbal warnings, written
  warnings, suspension and termination. A copy of this disciplinary policy must be submitted
  with the RFP application. Any revisions to the policy must be forwarded to OEMII within 30
  days of the implementation of the revision.
- In partnership with OEMII, CBOs must evaluate all staff members at a minimum of once per year to ensure that team members still possess the credibility and skills needed to work with key individuals/groups. Staff members who no longer possess the credibility or required relationships with key individuals/groups may be terminated from employment.

#### 4. PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described below:

- A. Cover letter signed by CBO's authorized offical;
- B. Organizational Overview;
- C. Staffing Narrative;
- D. Implementation Plan;
- E. Budget Narrative;
- F. Sustainability Plan;
- G. Letter of Support from organization's Board;
- H. Reference Letters;
- I. Organizational Chart;
- J. Program Organizational Chart;
- K. Policy on Hiring Formerly Incarcerated Persons;
- L. Disciplinary Policy;
- M. Most recent Audited Financial Statements;
- N. Documentation of 501(c)3 status and North Carolina tax exempt status;
- O. Certificates of Insurance;
- P. The "Pricing Worksheet"
- Q. Exceptions to the Remainder of the RFP, including the Sample Contract.

Proposals must be in searchable format such as MS Word or Adobe Acrobat.

Companies are required to organize the information requested in this RFP in accordance with the format and instructions outlined above and detailed below. Failure to do so may result in the City, at its sole discretion, deeming the Proposal non-responsive. The Company, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

# 4.1. Proposal Content.

# 4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers, and EIN # of the Organization along with the name, title, address, email address, and telephone numbers of the executive that has the authority to contract with the City. The cover letter shall present the Organization's understanding of the Project and a summary of the approach to perform the Services.

#### 4.1.2. Organizational Overview.

- Discuss the mission and vision of the organization and how it aligns with the Violence Interruption program.
- Describe the organizations existing services/programs and the eligibility criteria.
- Discuss the community partnerships that the organization has developed and describe how these partnerships will be used to support Violence Interruption.
- Describe the organization's experience and past performance in providing community outreach to the targeted population. Include results of satisfaction surveys and outcome measures of any related programs currently offered.
- Describe the organization's experience in specifically providing violence prevention services.

- Discuss the organization's reputation and credibility in the community.
- Describe the organization's relationship with law enforcement.

# 4.1.3. Staffing Narrative.

- Describe your organization's experience in hiring and working with individuals with lengthy and recent criminal histories. Include the average timeframe to hire an employee with a criminal history.
- Discuss how the organization will provide support to staff and self-care planning for each Violence Interruption staff member.
- Describe the organizations coaching and professional development plan for employees.
- Provide an organizational chart that includes the Violence Interruption program.

# 4.1.4. Implementation Plan.

- Within the target areas of 1) Beatties Ford Rd. and Lasalle St, 2) West Blvd., Remount Rd. and Southside Homes, 3) Nations Ford Rd. and Arrowood Rd, does the CBO have a physical space to operate from? If not, what is the plan to obtain a physical space?
- Describe the existing relationship between the CBO and the geography for implementation.
- Discuss and provide a plan for how qualified staff will be identified and recruited.

# 4.1.5. Budget.

- Describe how the organization's existing resources will be utilized during the funding period to support the work of the Violence Interruption program.
- Describe the organization's fiscal infrastructure and capacity to manage all aspects of the Violence Interruption site.
- Provide a detailed line-item budget for the program (See Required Form 4)
- Describe any proposed City-sponsored Third Party Support:
  - If the organization is not equipped to execute components of the program related to administrative and financial functions, please clearly indicate where financial support is needed. This will not preclude the organization from consideration for this RFP; however, it may influence the overall contract award.

# 4.1.6. Sustainability Plan.

- Organizational Strategy: goals, objectives, benchmarks
- Fundraising Plan: grant writing, funder cultivation
- Staff Development and Organizational Culture: evaluation and review, training, team building
- If CBO does not currently have a Sustainability Plan in place, certify willingness to work with a City-identified third party to develop a Sustainability Plan within 6 months of contract signing

# 4.1.7. Current List of Board Members and signed Letter of Support from the Board

- 4.1.8. Two (2) reference letters from at least two sources who are directly familiar with the CBO's work and have worked with the CBO on a project serving high-risk and/or ex-offenders. All references must provide further information about the CBO's ability to execute the contract.
- 4.1.9. CBO's organizational chart.
- 4.1.10. Program Organizational Chart to include where this program will be managed; include resumes of all proposed key staff to be involved in project.

- 4.1.11. The organization's policy to hire Formerly Incarcerated Persons (See Appendix 2 Sample Policy for Hiring Formerly Incarcerated Persons)
- 4.1.12. Copy of the organization's Disciplinary Policy. If the organization does not currently have a Disciplinary Policy, provide a draft policy. Disciplinary actions should include, but are not limited to, verbal warnings, written warnings, suspension and termination.
- 4.1.13. A copy of the organization's most recent independent financial audit.
- 4.1.14. Documentation of 501(c)3 status and North Carolina tax exempt status
- 4.1.15. Documentation that the agency has obtained or will obtain prior to the beginning of services, the required insurance coverage as included in Section 11. Insurance of Section 7: Sample Contract.
- 4.1.16. Required Forms.

To be deemed responsive to this RFP, Organizations must complete, in detail, all Proposal Forms listed in this Section 4, items numbered P through R.

# 4.1.17. Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 1.6.15 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Organization that contains the terms and conditions set forth in Section 7 ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Accordingly, each Organization must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Organization-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Organization's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

# 5. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Organization's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Organization to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Organization's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Organization to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

Category	Description	Value (% weighting)
Team Experience and Knowledge	Specialized and technical competence	25
Experience and Industry Knowledge	Experience of the prime contractor and proposed sub- contractors with projects of similar requirements and regulations.	15
References (Minimum of 3)	References reflecting similar work requirements of the project team and satisfactory accomplishment of contracted responsibilities.	10
Understanding and Approach	Demonstrate a firm understanding of the project and clarity of proposed approach.	45
Project Understanding	Explanation of key concepts, techniques, procedures, and best practices.	15
Approach	Ability to provide procedures and processes to meet the scope of work that, as a minimum, reflect best practices.	20
Responsiveness to Client	Responsiveness to clients requested goals, timelines and deliverables	10
Cost Model	Evaluation of proposed cost model	30
Grand Total	Total of cost model representing all direct and indirect costs.	30
SCORE		100