



Request for Proposal

#20-090

Request for Proposals for
Supportive Recovery Housing Services

Wake County, North Carolina
P.O. Box 550
Raleigh, North Carolina 27602

Proposals are due November 19, 2020 before
3:00 pm local time.



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1 Introduction

1.1 Introduction

Wake County, North Carolina (“The County”) is seeking proposals from qualified recovery housing providers with a documented track record of successfully providing supportive housing for Counties or other Units of General Local Government.

1.2 Project Overview

1.2.1 County Overview

Wake County is the second fastest growing county in the nation. The County consists of 12 municipalities and includes Raleigh, the County seat and State capitol. The County’s population is in excess of one million residents.

1.2.2 Wake County Human Services

Wake County Human Services is a consolidated agency consisting of Public Health, Social Services, Housing, and Transportation services. There are approximately 1,600 employees in 14 locations across the Wake County, as well as multiple ongoing contracts and partnerships designed to address the needs of a county growing by 62 people a day. The department was the first consolidated human services department in the State of North Carolina.

1.2.3 Recovery Court

The Wake County Recovery Court program is a drug treatment court program available to adults involved in the criminal justice system because of a substance use disorder. The goal of the program is to help adults with substance use disorders become and remain drug free through treatment and recovery. The program consists of structured activities including probation supervision, substance use disorder treatment, mental health treatment, drug and alcohol testing, case management and bi-monthly court sessions with the recovery court judge and team.

1.3 Scope of Services

1.3.1 Program Overview

Wake County’s Recovery Court has been awarded federal grant funds to support recovery housing for participants in need of stable housing. Recovery Housing refers to safe, healthy and substance-free structured living environments which support individuals as a part of their treatment and recovery plan consisting of ongoing peer support and connection to recovery supports and services. Contractor shall comply with any and all federal, state and local laws.

Wake County seeks to contract with agencies that provide non-discriminatory residential recovery housing environments which are safe, clean and substance free for participants

enrolled in the Recovery Court program. The environment should promote individual recovery through positive peer group interactions among house members and staff. The living environment should be affordable, alcohol and drug free, located near access to transportation, and allow the house members or residents to continue to develop their individual recovery plans and to become self-supporting. Wake County expects to award one or more contracts to allow for single sex housing to serve female and male participants.

Some participants lack stable housing and funding to secure housing. Therefore, funding will assist with securing housing for those in need. Partnership with Recovery Homes will provide a strong living foundation that serves a need in the Wake County community for a safe, stable, environment that nurtures long term recovery and encourages an individual to maintain a healthy, and productive life. Recovery Court participants must be allowed to participate in recovery court requirements on a daily basis which includes attending court sessions, treatment sessions, and appointments with case managers and probation officers. Residents can be required to attend regular house meetings, adhere to house rules that may include curfew, chores, attendance at house meetings, recovery support meetings like A.A. / N.A., and must include prohibition of any use of alcohol and or drugs. Residents shall be provided with opportunities to engage in regular activities.

The County is requesting detailed proposals to provide affordable, sober housing up to a maximum of \$33,000 per year for a total of three years. The County expects to award an initial one-year contract followed by two subsequent agreements contingent upon funding.

1.3.2 Target Population, Eligibility and Release from the Program

Recovery Court participants, identified by the Court, that need a substance free living environment will receive financial assistance from the program. Participants must meet the standard house rules to be admitted. WCHS will complete paperwork required for recovery court participant prior to entry, provide confidentiality releases, notify house when an individual has a positive urinalysis, sanctioned to jail time, terminated from the program, admitted to detox, or attending inpatient treatment.

Agency must notify the Recovery Court staff immediately by phone or email when client is being discharged from the house for alcohol and other drug use, fighting, non-compliance with house rules, not attending house meetings, missing curfew, and threatening staff or peers. Follow up with an email for the participants court file indicating the date of discharge and circumstances that required immediate removal.

1.3.3 Wake County Recovery Court expects the following outcomes:

- a. Residents who are receiving financial assistance toward rent are expected to pursue employment and will be responsible for full rent payment beyond a six month residency.
- b. At six months, residents should be gainfully employed (if employable) and saving money to prepare to contribute to their rent for their remaining stay in a recovery home.
- c. Living in substance free housing will assist in an individual's journey to recovery and maintaining it beyond Recovery Court participation.

1.3.4 Reporting and Invoicing Requirements

- a. Provide a biweekly report of residents' progress, urinalysis results, and compliance with the house rules.

- b. Any problems or failure to comply must be addressed should be addressed by contacting the County's Recovery Court Supervisor.
- c. Reportable changes include significant program or policy revisions, proposing to increase or decrease rent, unusual occurrences or incidents, urinalysis results, not accepting residents due to facility at capacity, or an individual reports for admission under the influence of drugs/alcohol.
- d. Invoicing should be biweekly and accompany the program report.
- e. If an agency houses both male and female participants, only one invoice should be generated.

1.4 General Proposal Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

- 1.4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
- 1.4.2 Proposals will be received by Wake County Government at the time noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected official in reference to the process due to the nature of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.

2 General Submittal Requirements

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regards to this RFP and subsequent procurement process, Proposers shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period

beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

Proposal Contact:

Melissa England
Wake County Finance Dept - Procurement Services
Wake County Justice Center, 2nd Floor – Ste 2900
301 S. McDowell Street
Raleigh, NC 27601
Melissa.England@wakegov.com
919-856-6327

2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. In lieu of hard copies, proposers should submit an email response to the following email address Bids@wakegov.com, enter RFP #20-090 in the subject line.

By virtue of submitting an electronic response, you agree to the following:

Response to be submitted to: Bids@wakegov.com

Acceptable file types are: PDF, Word, Excel, and like. Zip files will be rejected.

All files will be submitted for virus scan. Any files containing such will be rejected with no automatic re-submittal. Files submitted are to be directly related to the subject RFP. No promotional type material will be considered. Vendors should submit their responses via email to the mailbox listed above. File size limits are limited, the default maximum size supported for the entire email would be 35MB.

Any failure of a file to be received, for any reason, will be totally a vendor / submitter responsibility.

The County must receive proposals no later than 3:00 PM on November 19, 2020. *The Proposer's name, RFP number, and proposal closing time and date must be in the email submission.* The time of receipt shall be determined by the time in the email message. The County will not be held responsible for the failure of any file to be received prior to the proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted.

2.3 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work

described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.4 Interpretations, Discrepancies, and Omissions

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must at once request in writing an interpretation from the proposal contact listed in Section 2.1. The deadline for submitting questions is October 29, 2020 by 5:00 PM. All questions will be answered to the extent possible in the form of addenda to the specifications. The addenda will be available by November 6, 2020. All written requests for clarification should be emailed to Melissa.England@wakegov.com

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda after November 6, 2020.

2.5 Tentative Schedule

Date	Event
October 20, 2020	RFP posted to Wake County web site
October 29, 2020	Questions due from Proposers to the Proposal Contact as noted in Section 2.4
November 6, 2020	Answers provided to Questions posted to the County's website as noted in Section 2.6
November 19, 2020	Proposals due to Wake County no later than 3pm as noted in Section 2.2
December 2020	Contract negotiation period begins
January 2021	Start date for services

2.6 Pre-Proposal Questions

The County will also make a good faith effort to provide other data or attachments, if the request will further clarify the project's scope. All requests for further information shall be received by the County by October 29, 2020 before 5:00 PM EST. A copy of all answers and further clarifications provided by the County to those making inquiries will be posted as an addendum to the RFP on the County's website by November 6, 2020.

2.7 Finalists and Interviews

County staff may, at its discretion, identify a short-list of finalists who would be expected to make a presentation to and respond to questions. Additional information regarding the content of the presentation will be provided to the selected finalists.

2.8 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.9 Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

2.10 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3 General Terms and Conditions

3.1 Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all Proposers. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its sub-consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Payment

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of

original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Consultant must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

3.7 Insurance

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-

insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

3.8 Governing Law

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.9 Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

3.10 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by

submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.11 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.12 Additional Services

The County reserves the right to negotiate additional services with the Proposer at any time after initial contract award.

4 Detailed Submittal Requirements

4.0 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal to the email address in Section 2.2. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections with tabs for each section:

PROPOSAL	TITLE
<u>SECTION</u>	<u>TITLE</u>
	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background and Relevant Experience
4.0	Client References for Similar Assignments
5.0	Cost Proposal and budget

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

4.1 Executive Summary

(Proposal Section 1.0) This section of the response should be limited to a brief narrative summarizing the Proposer's proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the proposal that make it superior or unique in addressing the needs of the County. Please note that the executive summary should identify the primary program contact and include a valid e-mail address, fax number, and a telephone number.

4.2 Scope of Services

(Proposal Section 2.0) This section of the response should include a general discussion of the Proposer's overall understanding of the project, and the scope of work proposed as outlined in Sections 1.3.

The County is seeking companies or agencies that bring substantial expertise working with individuals in recovery. Proposers are encouraged to provide examples of services provided to their clients and the impact of those operations.

4.3 Company Background and Consultant Team Relevant Experience

(Proposal Section 3.0) Each proposal must provide the following information about the submitting Proposer's agency/company, so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a Proposer to provide additional support or clarify requested information.

4.3.1 Company Background

- How long the company has been in business. In what state(s) has the company worked?
- A brief description of the company size and organizational structure
- How long the company has been providing services
- Any materials showing program services
- Identify any litigation or governmental or regulatory action pending against your organization that might have a bearing on your ability to provide services to the County

4.3.2 Staff Experience

- Identify your proposed team indicating who is responsible for the key roles; provide an organizational chart showing lines of communication and levels of authority;
- Include the résumés of staff who will work on the project;

- ❑ Given that the County will be evaluating several proposals, describe why you feel that your services are the best fit for the County's clients. Describe the distinguishing features the County should know about your services and company.

4.4 Client References

(Proposal Section 4.0) The County considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive.

Please provide at least three current clients who we may contact. References should be other funders that you have worked with.

	Reference #1	Reference #2	Reference #3
COMPANY			
Contact Name			
Contact Title			
Contact Phone			
Mailing Address			
Email			

4.5 Cost Proposal

(Proposal Section 5.0) Proposers should submit an estimate of costs.

The County reserves the right to contact Proposers on cost and scope clarification at any time throughout the selection process and negotiation process. The County is asking Proposers to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Items that should be included in this cost section include:

- Cost of Services. Please state your fee structure for the key areas outlined in the Scope of Services.
- Provide a listing of daily rates, special services and any additional fees

5 Evaluation Criteria

5.1 Selection Participants

The County has established a team of staff members to evaluate Proposer responses. This team of employees will be responsible for the evaluation and rating of the proposals and conducting interviews.

5.2 Evaluation of Proposals

Responses will be evaluated based on criteria including but not limited to:

1. Compliance with the RFP requirements; quality, clarity and completeness of services proposed in relation to the response to the scope of work. The Proposer shall provide a work plan that describes how they intend to provide the services described in the Scope of Work and how the Proposer can meet the needs of the County.
2. Respondent's Proven Knowledge and Experience to include but not be limited to:
 - a) Understanding of the project as outlined in the RFP
 - b) Experience in providing high quality services of similar type or work in this RFP, your organization's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.
 - c) Knowledge of best practices
3. Demonstrated experience with similar type work and references:
Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Proposer's performance for organizations with needs similar to the County's, particularly in the government sector.
4. Cost effectiveness and value of proposal.
5. Qualifications of key personnel/management team.
6. Other criteria deemed appropriated by the County Project Team