



STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

**REQUEST FOR GRANT PROPOSALS # 32901-31187
AMENDMENT # 1
FOR GOODS OR County Reentry Programs**

DATE: November 16, 2018

RFGP # 32901-31187 IS AMENDED AS FOLLOWS:

1. This RFGP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE (all dates are state business days)	Updated or Confirmed
1. RFGP Issued		Oct. 29, 2018	Confirmed
2. Pre-Response Conference	10:00 a.m.	Nov. 5, 2018	Confirmed
3. Notice of Intent to Respond Deadline		Nov. 8, 2018	Confirmed
4. Deadline for Potential Proposer Questions		Nov. 13, 2018	Confirmed
5. State Issues Responses to Proposer Questions		Nov. 16, 2018	Updated
6. Grant Proposal Deadline	2:00 p.m.	Jan. 2, 2019	Confirmed
7. Qualifications Evidence Evaluations Completed		Jan. 11, 2019	Confirmed
8. Budget Proposals Opened	2:00 p.m.	Jan. 14, 2019	Confirmed
9. Award Notice Released <u>and</u> RFGP Files Opened for Public Inspection	2:00 p.m.	Jan. 15, 2019	Confirmed
10. Open File Period Ends		Jan. 22, 2019	Confirmed
11. Grantee Signature Deadline		Jan. 25, 2019	Confirmed
12. Contract Signed by the State	2:00 p.m.	Jan. 29, 2019	Confirmed
13. Grant Contract Start Date		March 1, 2019	Confirmed

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFGP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFGP document.

RFGP Section	RFGP Page	Written Question	State's Response
Section 2	p.2	How might a county submit a notice of intent to propose?	An email sent to solicitation coordinator Priscilla Wainwright may serve as a county's notice of intent to propose as long as it includes the following information: a request that the email be permitted to serve as the notice of intent to propose, the name of the individual submitting the notice, the street address of the county/entity submitting the notice, a telephone number and e-mail address for the individual submitting the notice.
Section 2	p.2	Is a county required to submit a proposal if it has submitted a notice of intent to propose?	No. A county submitting a notice of intent to propose is not required to submit a proposal. The notice simply insures that all entities submitting such a notice receives any solicitation amendments, such as the State's written responses to proposer questions.
Section 2	p.2	The RFGP schedule of events lists a Nov. 8 deadline for the Notice of Intent to respond. As this deadline has passed, does missing this deadline preclude a county from applying for grant funds?	No, it does not prevent a county from applying for grant funding. Counties not submitting a notice of intent to propose may still propose. The notice simply insures that all entities submitting such a notice receives any solicitation amendments, such as the State's written responses to proposer questions.
Section 2	p.2	Can a county submit a notice of intent to propose now that the Nov. 8 deadline has passed?	No. Notices of intent to propose are not accepted after the deadline specified in the RFGP schedule of events.
Attachment 6.3, ProForma Contract Attachment One	pp. 14-19, 33-38	Does the State anticipate that counties applying for grant funding would provide matching funds?	Counties applying for the grant may provide matching funds as the Statute (PC1051) does not prohibit it.
ProForma Contract Section C.3, ProForma Contract Attachment Three		Could a county receive the entire \$250,000 grant amount as a lump sum advance payment?	The Statute (PC1051) permits an advance payment of \$187,500 at grant contract award for establishment of a re-entry program or continuation of an already existing program. The remaining twenty-five percent would be paid to the county if the county demonstrates it has met clearly measurable outcomes aimed at reducing recidivism or probation revocations as agreed upon by the State and the grantee. Please note item 3 below which revises the wording of ProForma Contract section C.3.
Attachment 6.1	p.7.	Who should sign the Proposal Statement of Certifications and Assurances?	The Statement of Certifications and Assurances should only be signed by an individual who is legally authorized to bind the county {or entity submitting a proposal} to a grant contract.
ProForma Contract Section E.2.	p.30	<< County Name Deleted>> is self-insured, and does not carry commercial insurance as outlined in ProForma Contract Section E.2. Would a county's self-insurance satisfy the solicitation requirement?	Yes, a county's self-insurance would satisfy the solicitation requirement. Any such county should provide written evidence of its self-insurance as part of its technical proposal.
Section 1	1	<< County Name Deleted>> is	Although the intent of the Statute was to

Paragraph 3		not a rural county. Can << County Name Deleted>> still apply for grant funding?	address the needs of rural counties, counties not classified as rural may submit proposals.
Section 1 Paragraph 3		Will rural counties submitting proposals be given additional points/consideration above the points awarded to a non-rural or urban proposer?	The number of points allotted for each proposal evaluation item is specified in the solicitation. No additional points will be given to rural counties submitting proposals.
Section 2	p.2.	<<County Name Deleted>> was unaware of the Pre-Response conference. Was the conference recorded? How might we listen to it?	The conference was recorded. The recording is available at the following URL: https://www.freeconferencecall.com/wall/recorded_audio?audioRecordingUrl=https%3A%2F%2Frs0000.freeconferencecall.com%2Fstorage%2FsetFCC2%2FO0Mhj%2FV9Wg&subscriptionId=7636642
Section 2	p.2.	Is Pre-response conference attendance mandatory?	No, attendance was not required. Counties wishing to submit proposals in response to the solicitation may still do so even if they did not attend the Pre-Response conference either in person or by telephone.
ProForma Contract Section D.15	p.27	Are counties required to use the COSO Internal Control – Integrated Framework Model as the basic foundation for the internal control system?	Yes. More information about the COSO framework can be found here: https://www.coso.org/Pages/default.aspx Additionally, counties should contact their accounting and auditing staff to determine whether or not those models are indeed the foundation of the internal control system at issue. This is a requirement mandated in State contracts by the Comptroller of the Treasury.
Attachment Three		The statute specifically speaks to convicted misdemeanants. Should a program serve both misdemeanants and felons?	Yes. The mention of “misdemeanants” is in reference to the definition of “recidivism” for the purposes of the section. The State anticipates clarifying statutory language will be proposed next legislative session.
ProForma Grant Contract Section C.3.	p.23	Can a lump sum payment be applied to a significant portion of an existing program? The introduction says the proposal can be for new or existing programs, but the lump sum payment wording limits the lump sum payment to new programs. Is this intentional?	Public Chapter 1051 allows for seventy-five (75) percent to be provided upfront to the recipient to continue or establish a program that meets the statutory requirement. ProForma Contract Section C is being revised in item 3 below and now reads as follows: C.3. <u>Payment Methodology – Partial Advance Payment.</u> The Grantee shall be reimbursed for actual, reasonable, and necessary budgets based upon the Grant Budget, not to exceed the maximum liability established in section C.1. <u>The amount of One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500.00) may be paid to the Grantee in advance upon approval of this Grant Contract for the establishment of a re-entry program where one does not already exist or the continuation of an already existing program.</u> Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable budgets. The total of all advance payments to the Grantee shall not exceed the maximum liability of this Grant Contract. As outlined in Public Chapter

			1051, the remaining twenty-five percent (25%) of grant funds to any such program shall be awarded only if the grantee meets clearly measurable outcomes aimed at reducing recidivism or probation revocations as agreed upon by the State and the grantee.
Attachment 6.3, ProForma Contract Attachment One		Can a grant cover "brick & mortar" for new or expansion projects?	(e) part of the Public Chapter provides that the "monies appropriated to fund this section shall be used to supplement, not supplant, any other state or county appropriation for the recipient". Given the above language, as long as the monies are being used for programming-specific activities capital projects do not appear to be restricted. However, we point out that the legislative intent of the Public Chapter is to fund programming activities and not capital projects.
		Can a potential grantee offer a proposal if the grantee is not PREA compliant?	Yes because this is a grant contract, not for "prison purposes," not for inmates that have sentences with lengths that would require eventual transfer to the State prison system, and the counties are not under operational control of the State Executive Branch.
		<<County Name deleted>> is preparing a proposal along with a non-profit partner as they will be providing services. Should the non-profit partner be the lead applicant or should county government be the lead applicant?	The county government should be the lead applicant, with the non-profit partner being so named in the technical proposal.

3. Delete RFGP ProForma Contract section C.3. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

C.3. Payment Methodology – Partial Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary budgets based upon the Grant Budget, not to exceed the maximum liability established in section C.1. **The amount of One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500.00) may be paid to the Grantee in advance upon approval of this Grant Contract for the establishment of a re-entry program where one does not already exist or the continuation of an already existing program.** Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable budgets. The total of all advance payments to the Grantee shall not exceed the maximum liability of this Grant Contract. As outlined in Public Chapter 1051, the remaining twenty-five percent (25%) of grant funds to any such program shall be awarded only if the grantee meets clearly measurable outcomes aimed at reducing recidivism or probation revocations as agreed upon by the State and the grantee.

4. RFGP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFGP not expressly amended herein shall remain in full force and effect.