

## **STATE OF NORTH CAROLINA**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**DIVISION OF STATE OPERATED HEALTHCARE FACILITIES**

**Walter B. Jones Alcohol and Drug Abuse Treatment Center**

**Invitation for Bid #: IFB 3C-26019**

**Transportation Services**

**Date of Issue: January 13, 2026**

**Bid Opening Date: February 20, 2026**

**At 2:00 PM ET**

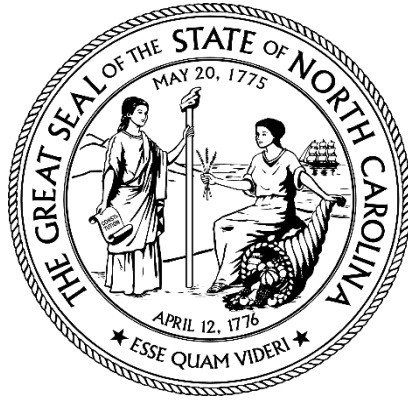
**Direct all inquiries concerning this IFB to:**

Rhonda Braatz

Procurement Officer

Email: [rhonda.braatz@dhhs.nc.gov](mailto:rhonda.braatz@dhhs.nc.gov)

Phone: 919-947-7466



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**IFB 3C-26019**

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For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

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Vendor Name

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Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://vendor.ncgov.com/vendor/login>

<b>STATE OF NORTH CAROLINA</b> <b>Division of State Operated Healthcare Facilities</b> <b>Walter B. Jones Alcohol and Drug Abuse Treatment Center</b>	
<b>Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section <u>2.6</u> for details</b>	<b>Invitation for Bid No.: 3C-26019</b>
	<b>Bids will be publicly opened: February 20, 2026 2:00pm</b>
<b>Using Agency: Walter B. Jones ADATC</b>	<b>Commodity No. and Description: 78118 Passenger Road Transportation</b>
<b>Requisition No.: RQ237255</b>	

**EXECUTION**

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its Sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: IFB 3C-26019

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of Walter B. Jones ADATC)**

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## 1.0 PURPOSE AND BACKGROUND

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WBJ ADATC is a State operated Alcohol and Drug Abuse Treatment Center (ADATC) is Joint Commission and CMS Certified, and is specifically designed to provide inpatient treatment, psychiatric stabilization, and medical detoxification for individuals with substance use and other co-occurring mental health diagnoses to prepare for ongoing community-based treatment and recovery. WBJ ADATC provides services to clients from 60 counties across North Carolina. WBJ is unique in that we are the only prenatal program for women struggling with substance use providing services to all 100 counties.

The purpose of this Invitation for Bid (IFB) is to obtain competitive pricing and procure client transportation on an as needed basis for Walter B. Jones Alcohol and Drug Abuse Treatment Center (WBJ ADATC) located at 2577 W. 5th Street, Greenville, North Carolina.

The State does not guarantee a minimum or maximum amount for this contract.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of April 9, 2026. The Vendor shall begin work under the Contract within fifteen (15) business days of the Effective Date.

With the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

#### What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and Vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/Vendor-training>.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave

open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.**

**2.4 IFB SCHEDULE**

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	January 13, 2026
Hold Pre-Bid Meeting/Site Visit	State	January 21, 2026, 10:00am
Submit Written Questions	Vendor	January 23, 2026, by 5:00pm
Provide Response to Questions	State	January 27, 2026, by 5:00pm
Submit Bids	Vendor	February 20, 2026, 2:00pm- see section 2.7 for link.
Contract Award	State	April 9, 2026

**2.5 PRE-BID CONFERENCE**

**Urged and Cautioned Pre-Bid Conference**

Date: 01/21/2026  
Time: 10:00am Eastern Time  
Location: 2577 W. 5<sup>th</sup> Street  
Greenville NC, Zip Code  
Contact #: 919-947-7466

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

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

**2.6 BID QUESTIONS**

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool’s message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “IFB # 3C-26019 – Questions” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely only on written material contained in the IFB and an addendum to this IFB.

## 2.7 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Bids are due February 20, 2026, at 2:00pm and will be opened virtually at that time. Vendors who wish to participate in the bid opening can follow the below link:

### Microsoft Teams [Need help?](#)

#### [Join the meeting now](#)

Meeting ID: 212 105 472 252 70

Passcode: xU6eX3oA

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#### Dial in by phone

[+1 984-204-1487,,826855871#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 826 855 871#

#### Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 111 360 271 0

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Vendor’s bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

#### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be

submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

## 2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT H: STATE CERTIFICATIONS
- i) Completed and signed version of ATTACHMENT I: STATE OF NC SUBSTITUTE W-9 FORM
- j) Completed and signed version of ATTACHMENT K: BUSINESS ASSOCIATE ADDENDUM
- k) Completed and signed version of ATTACHMENT L: CONTRACT ADDENDUM FOR VACCINATION & INFECTION PREVENTION MEASURES
- l) Completed and signed version of ATTACHMENT M: DSOHF VACCINATION POLICY AND ATTESTATION

## 2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) **ADATC:** Alcohol and Drug Abuse Treatment Center.
- b) **Agency:** refers to WBJ ADATC
- c) **DHHS:** The Department of Health and Human Services.
- d) **DSOHF:** Division of State Operated Healthcare Facilities.
- e) **Passenger:** Discharged Client
- f) **Transportation Miles:** From the pick-up location to the drop off location only.
- g) **WBJ ADATC:** Walter B. Jones Alcohol and Drug Abuse Treatment Center.

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB, or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

**The State will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

**3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

**3.5 INTERPRETATION OF TERMS AND PHRASES**

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors

have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

### **4.1 PRICING**

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

***INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.***

### **4.2 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

### **4.3 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

### **4.4 REFERENCES**

Vendor may upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

### **4.5 BACKGROUND CHECKS**

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so, requested by the State.

### **4.6 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the

prevailing business standards in the industry. Vendor will serve as the prime Vendor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

**4.7 VENDOR’S REPRESENTATIONS**

If Vendor’s bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

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

**4.9 SUBCONTRACTORS**

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

**4.10 SECRETARY OF STATE REGISTRATION**

Upon notification of award, the selected Vendor(s) shall complete registration with the NC Secretary of State and shall furnish evidence of filing to the Procurement Lead. Failure to provide proof of registration will result in the removal as a selected Vendor(s) from the contract award. Note that any prolonged (longer than ten (10) business days) notification of evidence of filing may result in a disqualification for award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

The awarded Vendor shall provide all transport vehicles, personnel, management, supplies, transportation, fuel, equipment, reports, and anything else necessary to successfully furnish services as identified and in accordance with the terms, conditions and provisions stated herein.

**NOTE: This IFB is not for medical transportation, once clients are picked up from WBJ ADATC they will have the same status of any normal public transportation customer. The clients and their personal belongings will no longer be associated with, or the responsibility of WBJ ADATC.**

The awarded Vendor must maintain an adequate fleet of vehicles and qualified personnel to meet contracted response times and the State’s need for services to include spikes or lulls in daily transportation schedules.

As a part of each client’s continuum of care, transportation is required for; appointments or discharges, and is conducted based on the individualized treatment program. Transportation destinations may include locations both in and out of Pitt County to:

- Private residence
- Recovery Housing (i.e., HWH, sober living)
- Shelters
- OTP Clinics and Medical Clinics
- Bus stations
- Train Stations
- Or Any other destination as approved by the treatment team.

The majority of patient discharges happen between the hours of 6:00am to 9:00am Monday through Friday.

Holiday, after-hour, and/or ADA transportation services will be scheduled with as much advance notice as possible.

- Holidays are defined as the State of North Carolina observed holidays: New Years day, Martin Luther King. Jr. Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas eve and Christmas Day.
- Afterhours transportation requests are to be performed after 5:00pm Monday through Friday, or Saturday or Sunday.

**5.1 TASKS/DELIVERABLES**

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

**VENDOR’S RESPONSE**

<i>Item #</i>	<i>Specifications</i>	<i>Product/Service Offered Meets Specification</i>
1	<p><b>TRANSPORTATION SERVICES ARE REQUIRED ON VARIOUS DAYS AND AT VARIOUS HOURS.</b></p> <p>The Vendor will pick up discharged clients from WBJ ADATC within an hour of contacting the Vendor. Time and day of discharge is based on the patient’s needs. Afterhours discharge and State Holiday discharges do occur.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	<p>The <b>ONLY</b> passengers that the Vendor will provide transport during these trip(s) will be the discharged clients from WBJ ADATC (no other persons will be allowed or transported in vehicle). WBJ ADATC will coordinated trips to maximize efficiencies when possible.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	<p>Trip price is the same for multiple passengers and single passengers. The Vendor will be paid for actual transport miles conducted from the pick-up location to the drop off location only.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	<p>The flat rate, bid price, will be all inclusive. It will include cost of gasoline, maintenance, repair, and all incidental costs at no charge to the WBJ ADATC.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO

5	All trip(s) should be completed non-stop from WBJ ADATC 2577 W. 5th Street, Greenville, North Carolina, to the designated location. Vendor will not be authorized to make any stops on trips lasting less than one (1) hour. Trips exceeding one(1) or more hours may make brief stops for fuel or restroom breaks as needed while enroute to the final destination.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Vendor is responsible for the safe delivery of clients to their intended destination. Vendor will notify WBJ ADATC Administrator on Call (AOC) immediately, in the event of service disruption, client elopement or disruption while being transported.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Vendor will provide WBJ ADATC with a monthly report stating the total number of people they pick up, the date, and the time of client departure and arrival.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Once the Vendor picks up WBJ ADATC clients, the clients will have the same status of any normal public transportation customer. The clients and their personal belongings will no longer be associated with, or the responsibility of WBJ ADATC.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	The Vendor shall be courteous and considerate to all clients and any escorts. SMOKING SHALL NOT BE PERMITTED in the Vendor’s vehicle.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	The Vendor is required to maintain all liability, comprehensive accident insurance coverage, worker’s compensation and all required inspections, licenses and registration required by the State of North Carolina to conduct public transportation at no cost to WBJ ADATC. All liability for accidents and personal belongings will be the Vendor’s responsibility.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	Upon request, the Vendor will be required to provide WBJ ADATC with a copy of current licenses/permits and background checks of drivers to ensure Vendor is operating within their dedicated service areas and proof of insurance coverage prior to contract start date.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	The Vendor will provide proof that drivers of vehicle(s) have a valid NC driver’s license with passenger endorsements.	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	The Vendor will assure confidentiality under 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Federal Alcohol and Drug Abuse Regulation; and 45 CFR parts 164 and 165 HIPAA Privacy and Security regulations. The Vendor and their staff will participate in annual HIPPA training and sign a confidentiality agreement prior to work starts. Vendor also agrees to keep all information or data given to them or assembled by them confidential, and not divulge or make information available to any individual or organization. The Vendor will be required to sign and return ATTACHMENT K: NC DHHS Business Associate Addendum (BAA) that detail HIPAA related procedures and requirements.	<input type="checkbox"/> YES <input type="checkbox"/> NO

## 6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues including; scheduling, service and invoicing questions.

<b>Vendor Customer Service Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The State shall be required to designate and make available to the Vendor for Contract management. The Contract Manager point of contact shall be the Vendor’s point of contact for Contract related issues and issues concerning performance, progress reviews and invoicing questions.

<b>WBJ ADATC Contract Manager Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

**6.2 INVOICES**

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Service Descriptions, Price, Quantity, and Unit of Measure.

**6.3 POST AWARD BUSINESS REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet periodically no less than quarterly with WBJ ADATC’s Contract Manager for Business Review meetings. The purpose of these meetings will be to review periodic quarterly reports, discuss Vendor’s and the State’s performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

**6.4 CONTINUOUS IMPROVEMENT**

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

**6.5 PERIODIC QUARTERLY REPORTS**

The Vendor shall be required to provide transportation service and annual training reports to the designated Contract Manager on a quarterly basis. These reports shall include, at a minimum, information concerning the work and training accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Procurement Entity. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

## 6.6 ACCEPTANCE OF WORK

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

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

1. Agency and client complaints on driver performance will be addressed timely within 24 hours of reporting. The Vendor shall cooperate fully and provide all relevant information, documentation, and circumstances surrounding incidents between drivers and clients. The Vendor may propose recommendations for improved services for DSOHF's review.
2. Zero incidents of Substantiated mistreatment of clients during the performance of services being performed. Substantiated mistreatment of clients may be cause for immediate termination of this Contract. Such substantiated reports of mistreatment may be referred to the appropriate law enforcement authorities, as applicable. DSOHF reserves the right to request driver removal from transporting any clients if mistreatment is substantiated.
3. The Vendor shall not employ any persons for work on this Contract if such employee is considered to be a potential threat to the health, safety, security, or operations of the DSOHF facility, its staff or clients. Vendor's employees shall not have any conflict of interest either real or perceived.

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

## 6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## 6.8 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## 6.9 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the Contract Administrator.

## **7.0 ATTACHMENTS**

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All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

**The remainder of this page is intentionally left blank.**

**ATTACHMENT A: PRICING FORM**

Complete and return the Pricing associated with this IFB, which can be found in the table below:

**FURNISH AND DELIVER: Transportation Services**

**NOTE:** The number of miles is an **estimate only** and is based on a period of three (3) years. The State does not guarantee any maximum number of transport miles. These numbers are for evaluation purposes. The Vendor will be paid for actual transport miles conducted.

**EXAMPLE:** Qty multiplied by Unit Price = Extended Price for 3 years

300 x \$1.00 = \$300.00

300 x \$1.00 = \$300.00

120,000 x \$1.00 = \$120,000.00

**Total Extended Price for three (3) years: \$120,600.00**

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	300	Per Mile	In-Town rate from WBJ ADATC to various locations ( <b>within Greenville, NC</b> ) as defined in section 5.1	\$ _____	\$ _____
2	300	Per Mile	In-County rate from WBJ ADATC to various locations ( <b>within Pitt County, NC</b> ) as defined in section 5.1	\$ _____	\$ _____
3	165,000	Per Mile	Out- of County rate from WBJ ADATC to various locations ( <b>outside of Pitt County, NC</b> ) as defined in section 5.1	\$ _____	\$ _____
4	300	Per Mile	Holiday Rate from WBJ ADATC to any location as defined in section 5.1	\$ _____	\$ _____
5	600	Per Mile	After-hour Rate from WBJ ADATC to any location as defined in section 5.1	\$ _____	\$ _____
<b>TOTAL EXTENDED PRICE THREE (3) YEAR TERM:</b>					\$ _____