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**STATE OF NORTH CAROLINA**

**DEPARTMENT OF PUBLIC SAFETY**

**Request for Proposal #: 19-RFP-1227179456-HMM**

**DIVISION OF JUVENILE JUSTICE & DELINQUENCY**

**PREVENTION MEDICAL SERVICES FOR CABARRUS CAMPUS**

**Date of Issue: August 13, 2024**

**Proposal Opening Date: August 29, 2024**

**At ­­­ 2:00 PM ET**

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

**Heather Melton**

**Procurement Specialist II**

**Email:** [**heather.m.melton@ncdps.gov**](mailto:heather.m.melton@ncdps.gov)



**STATE OF NORTH CAROLINA**

**Request for Proposal #**

**19-1227179456-HMM**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Vendor Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor eVP#

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

<https://vendor.ncgov.com/vendor/login>

|  |  |
| --- | --- |
| **STATE OF NORTH CAROLINA**  ***Division of* NCDPS** | |
| **Refer *ALL* Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.4 for details:** | **Request for Proposal #: 19-RFP-1227179456-HMM** |
| **Proposals will be publicly opened: August 29, 2024** |
| **Using Agency: NCDPS/JJ** | **Commodity No. and Description: 851215 Primary Care Practitioner services** |
| **Requisition No.: RQ99031** |

**EXECUTION**

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

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

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

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

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

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

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

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

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

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

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

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

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

|  |
| --- |
| **FOR STATE USE ONLY:** Offer accepted and Contract awarded this\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, as indicated on  The attached certification, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  **(Authorized Representative of NCDPS)** |

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# PURPOSE AND BACKGROUND

The State of North Carolina, Department of Public Safety, Division of Juvenile Justice & Delinquency Prevention, intends to secure a contract for the provision of Health Care Services (HCS) and staff (NP/PA, RN, LPN, Med Techs/CNA II) who will serve as clinical healthcare providers for juveniles in the custody and care of the Department. The Contractor will provide medical services to the Youth Development Center and the Juvenile Detention Center. Historically, HCS staff work 40 hours per week. Work schedules may range from 8-hour shifts Monday through Friday and/or three 12- hour shifts with alternating weekends. NC Juvenile code requires developmentally appropriate healthcare be provided to juveniles while held in custody by or committed to DJJDP. Juvenile Health Services is dedicated to meeting the health and health education needs of the youths in Juvenile Justice facilities. Professional healthcare staff screen and assess youth upon admission, develop healthcare plans and provide appropriate interventions and/or follow-up that may include referral for specialty assessment and intervention.

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

* 1. CONTRACT TERM

The Contract shall have an initial term of (3) three years, beginning on the date of final Contract execution (the “Effective Date”). The Vendor shall begin work under the Contract within 14 business days of the Effective Date.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 30 days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

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

# GENERAL INFORMATION

## REQUEST FOR PROPOSAL DOCUMENT

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

## 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.

## NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

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

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

## RFP SCHEDULE

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

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFP | State | August 13, 2024 |
| Submit Written Questions | Vendor | August 19, 2024 @2:00 p.m. et |
| Provide Response to Questions | State | August 26, 2024 |
| Submit Proposals | Vendor | *August 29, 2024 @ 2:00 p.m. et*  **Microsoft Teams** [Need help?](https://aka.ms/JoinTeamsMeeting?omkt=en-US)  [**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzFhZWFiY2EtOWM4YS00OWEzLWI2ZjktMTJlODlkNWNkYmRh%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%22fe413d3c-d421-495b-9229-beac5985f430%22%7d)  Meeting ID: 216 242 471 341  Passcode: 8WGHad  **Dial in by phone**  [+1 984-204-1487,,553793194#](tel:+19842041487,,553793194) United States, Raleigh  [Find a local number](https://dialin.teams.microsoft.com/c102d528-0544-4660-b869-294e85047e28?id=553793194)  Phone conference ID: 553 793 194#  **Join on a video conferencing device**  Tenant key: ncgov@m.webex.com  Video ID: 117 304 448 3 |
| Contract Award | State | TBD |

## PROPOSAL QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP # 19-RFP-1227179456-HMM – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

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

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

## PROPOSAL SUBMITTAL

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

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

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

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

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

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

## PROPOSAL CONTENTS

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

Vendor shall include the following items and attachments in the Sourcing Tool:

1. Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
2. Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
3. Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
4. Vendor’s Proposal addressing all Specifications of this RFP.
5. Completed version of ATTACHMENT A: PRICING
6. Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
7. Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
8. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
9. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
10. Completed and signed version of ATTACHMENT H: NURSE CANDIDATE REQUIREMENTS
11. ATTACHMENT H: CANDIDATE REQUIREMENTS
12. Completed and signed version of ATTACHMENT I: CERTIFICATE FOR CONTRACTS, GRANTS, LOANS, AND COOPERTIVE AGREEMENTS
13. ATTACHMENT J: ALCOHOL /DRUG-FREE WORKPLACE POLICY
14. Attachment K: MONTHLY EVALUATION FORM

## ALTERNATE PROPOSALS

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

## DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

* + 1. BLS: Basic Life Support
    2. CONTRACT ADMINISTRATOR: Representative of the Department of Public Safety responsible for providing daily technical oversight of the contract and making sure the vendor performs according to the technical requirements of the contract.
    3. DPS: Department of Public Safety
    4. DJJDP: Division of Juvenile Justice & Delinquency Prevention
    5. MAY: Denotes that which is permissible, not mandatory.
    6. REDACTED: edited copy of the Vendors proposal response with Proprietary and/or Confidential information excluded/removed
    7. SERVICES or SERVICE DELIVERABLES: The tasks and duties undertaken by the Vendor to Fulfill the requirements and specifications of this solicitation.
    8. SHALL or MUST: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the proposal.
    9. SHOULD: Denotes that which is recommended, not mandatory
    10. UAP**:** Unlicensed Assistive Personnel.

# METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

## METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

## CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

## PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

**The State will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

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

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

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

## EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach – 5.3
2. Lowest cost meeting the requirements set forth herein. Low cost will be determined by adding the regular hourly rate, the on-call hourly rate and the call back rate to result in a total rate for evaluation purposes. – Attachment A: PRICING FORM
3. Vendor Experience – 4.5

## PERFORMANCE OUTSIDE THE UNITED STATES

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

1. Total cost to the State
2. Level of quality provided by the Vendor
3. Process and performance capability across multiple jurisdictions
4. Protection of the State’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the State’s business requirements and internal operational culture
7. Particular risk factors such as the security of the State’s information technology
8. Relations with citizens and employees
9. Contract enforcement jurisdictional issues

## INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

# **REQUIREMENTS**

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

* 1. **PRICING**

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM complete the pricing line-item table included 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.

* 1. **INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency 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, Item Descriptions, Price, Quantity, and Unit of Measure.

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

* 1. **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.

* 1. **HUB PARTICIPATION**

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

* 1. **VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

* 1. **REFERENCES**

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained *may* b considered in the evaluation of the Proposal.

* 1. **BACKGROUND CHECKS**

Vendor and its personnel are required to provide or undergo background checks at Vendor’s expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

1. Any **criminal felony conviction,** or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
2. Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
3. Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
4. Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
5. Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there is none.

Vendor’s response to these requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

**4.8 VENDOR’S REPRESENTATIONS**

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

**4.9 QUESTIONS TO VENDORS**

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

* + Do you offer Certified Medical Technicians? Yes No
  + Are your CNA’s listed on the NC CNA registry and able to administer medications? Yes No

**4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

Contract value in excess of $1,000,000.00

**4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

* that they abide by the above restriction
* that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
* that such certification requirements will also be included in any subawards meeting the applicable thresholds

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

1. **SPECIFICATIONS AND SCOPE OF WORK**
2. **GENERAL**
3. **MEDICAL PROVIDER (Physician Assistant or Nurse Practitioner) SHALL:**

Provide primary health care and function as medical authority for the Youth Development Center and the Detention Center to include, but not limited to, physical examinations as required, prescribing and renewing medication, referring juveniles to specialists as appropriate, emergency medical services, arranging for hospitalizations and physician services when necessary, reviewing the results’ of juveniles’ medical examinations, tests and medical diagnosis, reviewing and approving annually and, as needed, all health care services requirements and procedures, medication administration curriculum training, emergency medical response guidelines, Medical Treatment Guidelines for Juveniles’ Physical Complaints, creating appropriate standing orders for center nurses, reviewing and updating standing orders as needed.

Working with the administration of the facility to assure compliance with health care standards and safe medical care for juvenile population located in the facility. Reporting to Director of Health Care Services any issues that impact the provision of safe and evidence based medical care to the juvenile population within the designated facility.

1. **PROFESSIONAL NURSE SHALL:**
2. Perform the juveniles’ admission health screening review, required immunizations and TB skin test (if applicable). Assess chronic disease status and specialized health care needs, create individual health plan, training juveniles and direct care staff for self-care or care based on nursing assessment/diagnosis and medical diagnosis.
3. Provide referral to the health department is to be made for juveniles who test positive for TB. North Carolina Tuberculosis Policy guidelines are to be followed for making referrals.
4. Screen, if applicable, all juveniles for TB by asking juveniles the tuberculosis screening questions of the NC Department of Health and Human Services, Division of Public Health, Epidemiology Section, Tuberculosis Control from DHHS 3405.
5. Verify all medications transported with the juvenile upon entering the center, assessing its validity and necessity, i.e., contacting prescribing healthcare provider, pharmacist as needed.
6. Administer medication as prescribed by a practitioner who is licensed in North Carolina to administer or prescribe medication in the course of his/her professional practice.
7. Administer non-prescribed medications per provider standing orders.
8. Perform sick call for non-emergency medical services for all juveniles. Provide appropriate nursing care for those juveniles not requiring a physician’s services.
9. Provide emergency assessment and facilitate medical services for juveniles as necessary.
10. Assist providers during weekly sick call and case management clinics for primary care and psychiatric services.
11. Consult with the contract physicians as needed.
12. Obtain provider review and signature on medication orders, and treatment orders.
13. Refer juveniles for further medical services as deemed appropriate, i.e. dentist, psychologist, optometrist or other independent providers in concert with contractual provider.
14. Be available for telephone consultation and emergency consultation with designated center staff, at other times, as determined by the nurse supervisor.
15. Create and maintain all required records related to the health of the juveniles, documenting all health care services rendered and communication regarding the healthcare of the juvenile.
16. Provide counseling for medical illnesses, treatments, preventive care, hygiene, HIV, Hepatitis and STD’s for juveniles and to staff, as appropriate.
17. Notify student’s parents/guardians and the responsible agency in case of serious illness, surgery, injury or death. Coordinate this with the Youth Development Center nurse supervisor or regional nurse supervisor.
18. Follow CLIA regulations for waived tests when performing test on juveniles. A copy of tests granted waived status under CLIA is in the medical clinic at Youth Development Center.
19. Collect Data required on controlled substances, health care statistics, and juveniles’ medical care expenses and other data deemed necessary by the Manager of Health Services.
20. Comply with Facility dress code, all policies and procedures
21. **MEDICAL TECH/CNA II:**
22. Assist in the delivery of health services for the Juvenile population in accordance with the NC Nurse Practice Act and DPS Juvenile Justice Policy & Procedure and guidelines.
23. Administer medication and treatment as prescribed by a practitioner who is licensed in North Carolina to administer or prescribe medication in the course of his/her professional practice. To include transcribing orders.
24. Administer non-prescribe medications per provider standing orders.
25. Document medication administration and treatment.
26. Observe and report medication effectiveness, side effect, and reinforce patient education provided by the nurse and/or provider.
27. Provide additional medical skills, as declared by the licensure.
28. Order and store medications and supplies.
29. Consult with nurses and/or the contract physicians as needed.
30. Comply with NCDPS Juvenile Justice’s dress code all policies and procedures.
31. Have a high school or General Educational Development diploma and one year or related work experience; or an equivalent combination of education and experience.
32. Registered as a Nursing Assistant II by the North Carolina Board of Nursing or certification as a Certified Medical Assistant (CMA), Certified Nursing Assistance II (CNAII) or Medical Office Assistant (MOA).
33. **NURSE SUPERVISOR SHALL:**

Provide supervision of direct care by Medical Staff to juvenile population in the designated facility consistent with developmentally appropriate care. Care provided is based on nursing principles, evidence-based nursing practice and recommended care based on age and development. This includes but not limited to the following:

1. Performs intake health assessments
2. Conducts sick call
3. Administers medications
4. Administer treatment/immunizations
5. Assists physician sick call
6. Monitors and reviews juveniles’ Medication Administration Records daily when non-medical staff, contract nurses and staff nurses administer juveniles’ medications.
7. Oversight and monitoring of medications administration at the facility and assessing efficacy and training of staff administering medication.
8. Oversight of all aspects of infection control in a residential setting

Responsible for verbal and written communication with all groups interacting with the health care of juveniles located at residential centers. This includes written reports, training of staff and juveniles and assurance of the following:

1. Communication to consultants, parents/guardians and court counselors
2. Incident reports for juvenile injuries per JJ Health Care Services policy and procedure
3. Assure Medical Alerts and specialized health care is provided as needed based on medical diagnosis and evidence-based practice.
4. Accurate Nurses’ Notes entries by nursing staff and related care documentation to include NC Join entries. All should comply with confidentiality requirements.
5. Medical Discharge Summaries are up to date and completed and distributed as outlined in the HSC R&P.
6. Monthly summary reports of required health services areas to include psychotropic medications, off-campus medical care, GC/Chlamydia report.
7. Ad hoc reports for health services, as requested

Planning and facilitating meetings as related to health care provision to juveniles, includes but not limited to the following:

1. Management team, as requested
2. Orientation of nurses and providers to Juvenile Justice Health Care Services roles
3. Contract medical staff orientation and supervision
4. Direct care staff compliance with health care training and competency
5. Conferences with direct supervisor and facility administration
6. Family conferences as requested
7. Health services related meetings/training for staff and juveniles

Provides administrative functions including but not limited to the following:

a. Planning collaborates with center director, provider, parent/guardian and juveniles on short- and long-range planning of health care services for juveniles, assist in securing medical providers for centers as needed. Planning is based on understanding of mission and vision of Juvenile Justice residential settings and the statues and laws that determine the health care mandated.

b. Review Work: provides consultation to medical staff nurses at center to ensure the delivery of appropriate and evidence-based nursing care based on JJ Policy, Requirements and Procedures and Article 9A Nursing Practice Act, State of North Carolina. Advises the Director and/or Assistant Director of Health Care Services regarding work performance and disciplinary issues with nurses or other health care personnel. Monitoring provider schedule and center health care needs and reports summary to Director, Health Care Services.

c. Setting Work Standards: Explains and applies established work standards, policies and guidelines.

d. QA Review: Prepares and collects documentation for center quality assurance reviews.

Assesses and provides Health Education and health care training for juveniles and health information/training to staff as it relates to providing care for the juvenile.

Provides employees with new hire and annual BBP training, evaluates annual health services education for staff including medication administration and medical treatment guidelines for juveniles.

1. **TEACHING/TRAINING**: The Contractor will submit all planning, training or teaching content to the JJ contract manager for review and approval prior to implementing with juveniles at the Youth Development Center and the Detention Center.

**ADDITIONAL RESPONSIBILITIES:**

The Contractor shall also complete the following tasks prior to start of contract.

1. At the Contractor’s expense, the Contractor shall provide the Department Contract Manager listed in Section III, B both in-state (AOC) and national (NLETS) background checks. The Contractor shall submit a new background check upon the initial start of the contract and the start of each contractual year. (See section 30). The initial in-state (AOC) background check should be provided to the Department Agreement Administrator within thirty (30) days of the start of this contract and the national (NLETS) background check should be provided to the Department Administrator within 60 days of the start of the contract.
2. The Contractor shall be in compliance with all applicable State licensing requirements and provide Agency with proof of licensure from applicable State board.
3. If applicable, the Contractor shall insure self for liability insurance and workman’s compensation and provide proof of coverage to Agency via Certificate of Insurance or other equivalent document. Insurance shall be maintained throughout the duration of the contract.
4. The contractor will provide agreed upon reports of services rendered to include, but not limited to: juvenile physicals and case management, outcomes of care and health education.
5. **Confidentiality and Communications**

The Contractor further agrees it shall not release any information concerning the Department or its operation and that it shall keep strictly confidential, any information relating to juveniles as provided by Article 30 of Chapter 7B of the North Carolina General Statues. Any such information may only be released with the express written approval of the Department.

Confidentiality & Disclosure of All Program Operations Information: The contractor agrees to provide all program information generated that related to any activity occurring with Youth Development Center and the Detention Center. All information of Contract assigned staff at the Youth Development Center and the Detention Center should be shared with Health Care Services Central Office staff for NC Juvenile Justice. The information must be shared with the facility Director, Health Care Services Director, Assistant Director, and Regional Nurse Supervisor.

The Regional Nurse Supervisor will be included in all Youth Development Center and Detention Center Health Care Services staff meetings and meeting minutes will be submitted to the Juvenile Justice staff listed above within 14 days following the meeting.

All communication, media announcements, applications for program, funds or recognition will be submitted and reviewed by the North Carolina Juvenile Justice Staff listed above prior to submission to any other entity. The information must be approved by Juvenile Justice prior to release to any media outlet, awards program or other entity not within the Vendor’s internal communication system.

The Vendor’s Board members should be familiarized with the unique circumstances of the partnership and able to effectively communicate the unique aspects of the partnership to any inquiry.

1. **SPECIFICATIONS**

The Vendor shall provide Health Care Services staff (NP or PA, RN, LPN, Med Techs/CNA II or CNA I) with the following qualifications:

* + 1. Licensed or certified in assigned field to practice in the State of North Carolina, with at least one (1) year of clinical experience. or an approved Compact state authorizing licensure/certification. The Department strongly prefers medical staff with experience in public health, community health, school health or adolescent health.
    2. Current American Heart Association (AHA) Basic Life Support Provider (BLS) certification.
    3. TST negative confirmation or documentation by medical provider.
    4. Series of three (3) Hepatitis B immunizations or serologic proof of past immunization.
    5. Confirmation of MMR and Influenza vaccination
    6. Current drug screen upon initial hire at the assigned facility.
    7. Statement that the Vendor nurse has no medical or physical restrictions and is able to work without restrictions.

Physical activity requirements include climbing up and down stairs, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, feeling, talking and hearing. Workers are exposed to infectious diseases and must adhere to bloodborne pathogen exposure control plan. Must be able to lift and/or turn patients, exert up to 20 lbs. of force occasionally and/or up to 10 lbs. of force frequently.

1. **TECHNICAL APPROACH**

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

# **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.

5. 1. PROJECT 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, scheduling, and service.

|  |  |
| --- | --- |
| **Project Manager Point of Contact** | |
| Name: |  |
| Office Phone #: |  |
| Mobile Phone #: |  |
| Email: |  |

* 1. POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically quarterly with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

* 1. 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.

* 1. PERIODIC *QUARTERLY* STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Lead on a quarterly basis. This report shall include, at a minimum, information concerning the work activities of the medical staff and a brief evaluation by the facilities Regional Nurse Supervisor, indicating whether the nurse is meeting the expectations/responsibilities of the position. In addition, the report shall contain information concerning the work 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 Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within seven (7) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

* 1. ACCEPTANCE OF WORK

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

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

* Health Care Services employee must meet the minimum monthly evaluation status of (ME) Met Expectations in order to continue in the staffing contract. A copy of this form is attached.

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.

* 1. 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 One hundred eight days (180) 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.

* 1. 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.

* 1. CONTRACT CHANGES

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

* 1. ATTACHMENTS

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

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

### ATTACHMENT A: PRICING FORM

**Offeror shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description**  **Type of Service** | **Regular Hourly Rate** | **On Call Rate** | **Call Back Rate** | **Total Rate**  **(For evaluation**  **purpose only)** |
| **Nurse Practitioner (NP)**  **or**  **Physician Assistant**  **(PA)** | **$** | **$** | **$** | **$** |
| **Registered Nurse (RN)** | **$** | **$** | **$** | **$** |
| **Licensed Practical Nurse**  **(LPN)** | **$** | **$** | **$** | **$** |
| **Medical Technician**  **(Med Tech)** | **$** | **$** | **$** | **$** |
| **Certified Nursing Assistant II**  **(CNA II)** | **$** | **$** | **$** | **$** |
| **Medical Office Assistant** | **$** | **$** | **$** | **$** |

Each Vendor’s proposed regular hourly rate, equaling the total rate will be used for evaluation purposes only to determine lowest cost.

### ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: Vendor Name:

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

###### PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? **Yes No**

If **yes**, provide Vendor #: \_ \_

If **no**, does Vendor qualify for certification as HUB? **Yes No**

Vendors that check “yes” will be referred to the HUB Office for assistance in acquiring certification.

###### PART II: PROCUREMENT OF GOODS - SUPPLIERS

For Goods procurements, are you using Tier 2 suppliers? **Yes No**

If **yes**, then provide the following information:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Company Name** | **Company Address** | **Website Address** | **Contact Name** | **Contact Email** | **Contact Phone** | **NC HUB**  **certified?** | **Percent of**  **total bid price** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For Services procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? Yes No

If yes, then provide the following information:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Company Name** | **Company Address** | **Website Address** | **Contact Name** | **Contact Email** | **Contact Phone** | **NC HUB**  **certified?** | **Percent of**  **total bid price** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [**North Carolina Office of**](http://ncadmin.nc.gov/businesses/hub)[**Historically**](http://ncadmin.nc.gov/businesses/hub)[**Underutilized Businesses**](http://ncadmin.nc.gov/businesses/hub) at 984-236-0130 or [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov)

### ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #:

Vendor Name:

**Instructions**: Vendor shall use this template to submit three (3) customer references with its offer.

|  |  |
| --- | --- |
| Name of Customer Organization: |  |
| Customer Reference Name: |  |
| Customer Reference Address: |  |
| Customer Reference Email: |  |
| Start Date: |  |
| End Date: |  |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: |  |

|  |  |
| --- | --- |
| Name of Customer Organization: |  |
| Customer Reference Name: |  |
| Customer Reference Address: |  |
| Customer Reference Email: |  |
| Start Date: |  |
| End Date: |  |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: |  |

|  |  |
| --- | --- |
| Name of Customer Organization: |  |
| Customer Reference Name: |  |
| Customer Reference Address: |  |
| Customer Reference Email: |  |
| Start Date: |  |
| End Date: |  |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: |  |

### ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #:

Vendor Name:

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES  NO

**If “YES”:**

* 1. List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
  2. Specify the manner in which the resources or workers will be utilized:

1. Where within the United States will work be performed?

**NOTES:**

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

### ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: Name of Vendor:

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: (If no audit within past 18 months, explain reason below)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current on all amounts due for payments of federal and state taxes and required employment- related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

**ATTACHMENT H: CANDIDATE REQUIREMENTS**

Solicitation #:

Name of Vendor:

**List of items needed when submitting candidates for review:**

1. License or Certificate – must be active unrestricted NC license/certificate with no current restrictions and/or pending disciplinary actions in NC or any other state.
   1. Are there any current restrictions or pending disciplinary action in NC or any other state? If yes, not eligible
   2. Past disciplinary action in NC or any other state:
2. Skills Checklist
3. Resume
   1. Has the applicant ever been terminated from employment?
4. References
5. Has applicant worked in DPS/Prisons/Juvenile Justice before? If yes, when and where
6. Has applicant ever been released from travel nurse contract from any of the DPS/Prison/Juvenile Justice facilities?

If yes, when, where & for what reason? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Completed DCI Form (attached), maiden name, including all names previously used.
2. Contact phone number of applicant for telephone interview
3. Has applicant ever been convicted of anything other than a minor traffic violation? If yes please explain.
4. Has applicant ever been released from contract from any of the DPS/Prison/Juvenile Justice facilities? If yes when and why?
5. Does applicant have any juvenile currently in a NC Juvenile Justice facility? If yes, identify Location

Relationship to Juvenile

\*\*applicant not permitted to work at the facility where family member is located

List of items needed prior to starting:

1. Copy of Drug Screen upon initial hire
2. Physical statement that nurse has no medical or physical restrictions and can work without restrictions
3. MMR (infirmary and inpatient setting)
4. Current TB
5. Hepatitis Declaration
6. AHA BLS HCP Card - CURRENT – expiration date:
7. Copy of National and State background check.

Final Commitment required from selected candidate- (via e-mail)

* 1. Start and end dates
  2. Hourly rate
  3. Total weekly hours
  4. Length of commitment
  5. Renewal candidate (yes/no) - renewal candidates only with approval of Director of Juvenile Justice Health Services

**ATTACHMENT I: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, “Disclosure Form to Report

Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor’s Authorized Official

Name and Title of Vendor’s Authorized Official

Date

### ATTACHMENT J: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

It is the policy of the Department of Public Safety to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Public Safety, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free workplace, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Public Safety are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use “across the counter” medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Public Safety utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

### ATTACHMENT K: MONTHLY EVALUATION FORM

**NC DEPARTMENBT OF PUBLIC SAFETY JUVENILE JUSTICE**

**MONTHLY EVALUATION FOR AGENCY NURSE**

**Agency Nurse:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dates of Employment: From\_\_\_\_\_\_\_ To \_\_\_\_\_\_\_\_\_**

**Agency\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Date Completed |  |  |  |  |  |  |
| Attendance/Dependability |  |  |  |  |  |  |
| Communication Skills |  |  |  |  |  |  |
| Conduct & Behavior in Workplace |  |  |  |  |  |  |
| Documentation  Skills/Legible/Complete/Accurate/Timely |  |  |  |  |  |  |
| Efficiency/Time Management |  |  |  |  |  |  |
| Initiative/Motivation |  |  |  |  |  |  |
| Quality of Work/Overall Clinical |  |  |  |  |  |  |
| Safety & Security – adheres to policy |  |  |  |  |  |  |
| Team Player |  |  |  |  |  |  |
| Working Knowledge |  |  |  |  |  |  |
| Understand and Able to Teach/Share Information Specific to COVID19 |  |  |  |  |  |  |
| Positive Feedback:  Director  Health Services Staff  Direct Care Staff |  |  |  |  |  |  |

**Agency Nurse Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Facility Nurse Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Agency RNs, LPNs, and Medical Assistants will have performance reports completed by the Facility Nurse every four (4) weeks. These reports will be copied to the Regional Nurse Supervisors and shared with the appropriate vendor upon request.**

BE: Below Expectations

ME – Met Expectations

EE – Exceeded Expectations

Effective 6/6/20