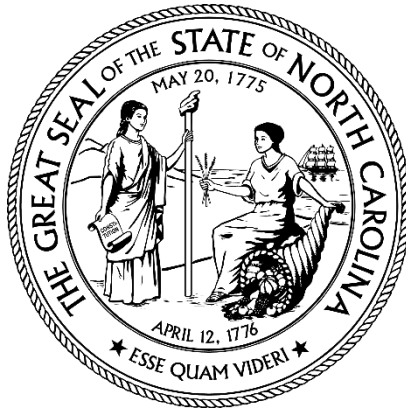




STATE OF NORTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Request for Proposal #: 30-26118R-EIPD
BRAIN INJURY SUPPORT SERVICES

Date of Issue: September 3, 2026
Proposal Opening Date: September 23, 2026
At 2:00PM ET

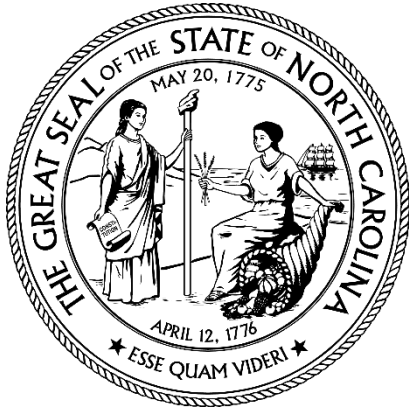
Direct all inquiries concerning this RFP to:

Eve Hens

Contract Specialist

Email: eve.hens@dhhs.nc.gov

Phone: 585-297-4954



STATE OF NORTH CAROLINA

Request for Proposal

30-26118R-EIPD

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
Department of Health and Human Services (DHHS)

Refer <i>ALL</i> Inquiries regarding this RFP to the Procurement Lead through the Message Board in the Sourcing Tool. See section 2.6 PROPOSAL QUESTIONS for details.	Request for Proposal #: 30-26118R-EIPD
	Proposals will be publicly opened: September 23, 2026, at 2:00PM ET
Using Agency: Employment and Independence	Commodity No. and Description: 859042 Daily living activities-mobility and occupational-treatment
Requisition No.:	

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** and the **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:		

Proposal Number: 30-26118R-EIPD-BISS

Vendor: _____

VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:
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VALIDITY PERIOD

Offer shall be valid for at least one hundred and eighty (180) 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 Department of Health and Human Service)

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1.0 PURPOSE AND BACKGROUND

The State is seeking an outcome-based comprehensive service to provide brain injury support that serves the consumer from an assessment phase through job placement, closure and extended follow along supports. The desired model incorporates a therapeutic cognitive rehabilitative component that assists the individual toward their goal of successful adjustment to their functional limitations, whether it be cognitive or physical in nature, or both.

The NC Division of Vocational Rehabilitation (NC DVR) has funded brain injury support services through various vendors and formats since the early 1990's. Beginning in 2015-2016 contract year, the Division implemented one holistic model that must be followed by all Providers under contract with the Division. The Brain Injury Support Services model, otherwise known as BISS, is an outcome-based milestone format service array. The BISS service model is comprehensive in that it serves the consumer from the beginning assessment phase through job placement, closure and extended follow along supports. It is unique in that it incorporates a therapeutic cognitive rehabilitative component that assists the individual toward their goal of successful adjustment to their functional limitations, whether it be cognitive or physical in nature, or both.

Research suggests that individuals with brain injuries tend to have a significantly higher chance of improving cognitive capabilities to a point of entering or re-entering the competitive workforce or pursue further educational/vocational training with the appropriate interventions that are included in the program. Individuals with brain injuries can have difficulty with memory, attention span, cognitive processing, organization, problem-solving and many other emotional and cognitive issues that impact both their personal and employment lives. Once discharged from acute inpatient care, individuals may receive treatment in outpatient rehab depending upon the amount of time their payment source may allow. It is after these interventions that individuals typically run out of options for continued therapeutic services.

Additionally, traumatic brain injuries (TBI) have been called the "signature injury" of the American military because of the Iraq and Afghanistan wars, with a large number of soldiers returning stateside with significant brain injuries. According to the Defense and Veterans Brain Injury Center (DVBIC), over 350,000 diagnosed incidents of TBI have been reported since 2000 (US National Library of Medicine, NIH 2017). North Carolina has a large presence of military personnel within the state that could possibly benefit from such expansion of services. While the Veteran's Administration Vocational Rehabilitation Program (VA/VR) does serve many of these individuals, the Division has entered into an agreement whereby both agencies shall share resources on joint veteran cases, including TBI.

The purpose of this RFP is to solicit contractors to provide brain injury support services to eligible Division consumers that have been diagnosed with significant brain injuries and those whose injuries impact their ability to pursue successful employment goals. Contractors selected under this solicitation shall provide the required services as outlined and defined in the Brain Injury Support Services (BISS) milestone model of services.

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

1.1 CONTRACT TERM

The Contract shall have an initial contract term through October 31, 2027, beginning on March 1, 2027, or the date of final Contract execution (the "Effective Date"), whichever is later.

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) optional additional one-year terms. 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 Request for Proposal (RFP) and any addenda issued hereto.

1.2 AVAILABLE FUNDS

In accordance with Grant Award Notification H126A250049, Attachment 11, Specific Conditions For Disclosing Federal Funding in Public Announcements, the following may be available for this specific program:

- 78.7 % of the total cost of this program will be financed with Federal money.
- \$1,574,000 in Federal Funds will be set aside for this program

- 21.3 % and \$426,000 of the total costs of the program will be financed by non-governmental sources.

2.0 GENERAL INFORMATION

2.1 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.

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 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.

2.4 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	9/3/26
Hold Pre-Proposal Meeting	State	9/9/26 at 2:00PM ET
Submit Written Questions	Vendor	9/11/26 by 5:00PM ET
Provide Response to Questions	State	9/16/26
Submit Proposals	Vendor	9/23/26 at 2:00PM ET Join ZoomGov Meeting https://www.zoomgov.com/j/1605419712?pwd=_PxKfllf8kymILNFagS1ocGHgYTfkrK.1 Meeting ID: 160 541 9712 Passcode: 745305
Contract Award	State	12/10/26

2.5 PRE-PROPOSAL CONFERENCE

Urged and Cautioned Pre-Proposal Conference

Date: 9/9/26

Time: 10:00 AM ET Eastern Time

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1607817964?pwd=p103XKQBLc4vlsVyaHpFIJR3S6c3jB.1>

Meeting ID: 160 781 7964

Passcode: 724697

Contact #: 585-297-4954

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory pre-proposal conference is scheduled for this RFP. Submission of a proposal 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 RFP.

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

2.6 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 # 30-26118R-EIPD – 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. If you are unable to log into Ariba, you will need to contact the Ariba Help Desk at: <https://support.ariba.com/help>.

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.

2.7 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. If you are unable to log into Ariba, you will need to contact the Ariba Help Desk at: <https://support.ariba.com/help>.

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.

2.8 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:

- a) A Cover Letter must be on the Contractor's letterhead, signed and dated by an individual authorized to legally bind the Contractor. The cover letter must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments. The cover letter must also include the following Contractor information:
 1. Legal name of the Contractor
 2. The RFP number
 3. The Contractor's federal tax identification number
 4. The Contractor's UIN number
 5. Address
 6. Telephone Number
 7. Email Address
 8. Status: () Public; () Non-Profit; () Private; () For Profit
 9. Agency's Financial Reporting Year: _____ thru _____
 10. Service Delivery Site (s)
 11. List of Counties to be served.
 12. Signed and dated by an individual authorized to legally bind the Contractor
- b) Completed and signed version of all EXECUTION PAGES, along with the entire body of the issued RFP as one consolidated copy.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications and Requirements of this RFP. (Section 4.0 REQUIREMENTS and SECTION 5.0 SCOPE OF WORK)
- e) Completed version of ATTACHMENT A: PRICING
- 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 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 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.

2.10 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. Additional definitions specific to this RFP are listed below:

- a) Client: The individual determined to be eligible to receive BISS services and enrolled in the program
- b) Provider: The medical professional employed by the Contractor to provide the contracted BISS services to the Client
- c) Assigned Counselor: The EIPD employee assigned to manage a specific Client and coordinate the delivery of BISS services to that Client.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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 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.

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.

3.2 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 VI., item 28 of the Instructions to Vendors entitled COMMUNICATIONS 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 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 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 procurement lead 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.

3.3 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.

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 proposals, not a 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 that date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum, the package containing the technical proposals from each responding Vendor will be publicly opened and the name of each Vendor announced publicly. A notation will also be made regarding whether a separate sealed cost proposal has been received. Cost proposals will be placed in safekeeping until opened at a later date.

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 RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal 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 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may

result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUATION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

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 IAW Section 5.4 Technical Approach
2. Vendor Qualifications IAW Section 5.3 Project Organization
3. Vendor Experience IAW Section 4.4 Vendor Experience
4. Pricing – IAW Section 4.1 and Attachment A

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: 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:

- 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

3.6 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.

4.0 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.

4.1 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 and upload 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.

Attachment A: PRICING FORM is intended to solicit pricing from the vendor. The Division of Vocational Rehabilitation intends to negotiate with vendors who offer responsive and responsible proposals to standardize the rates for all contracts put in place using this RFP. The DVR intends to set a flat fixed rate and engage in the BAFO process for all vendors selected based on the evaluation criteria.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: COST TABLES as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

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 F: 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. See Section 6.4.2 Performance Monitoring/Quality Assurance Plan below for additional information regarding annual recertification.

4.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate the following:

- a) 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.
- b) Vendor shall provide an overview of how the organization meets the minimum 3 years of experience in the provision of services to consumers with significant brain injuries and how such services are comparable to the Division's Brain Injury Support Services model. Additionally, the Vendor shall provide detailed documentation of qualified staff as outlined in Section 5.3 PROJECT ORGANIZATION, or the intent to hire such staff that must be an employee of the organization when brain injury support services begin.
- c) Vendor shall provide a thorough proposed programmatic description of the organizational capabilities for the delivery of brain injury support services as outlined in Section 5.0 SCOPE OF WORK. Vendor should also provide specific details of what geographical location of the state the Vendor intends to serve.

- d) Vendor shall provide a detailed description of the organization's experience in providing employment services similar to the Brain Injury Support Services model. Provide explicit details of the organization's provision of services similar to the five Brain Injury Support Services milestones and how they intend to provide these services. The Vendor should provide explicit details of the organization's assessment techniques, the provision of cognitive rehabilitative services, and the provision of job supports.
- e) Vendor shall provide a detailed description and overview of the organization's job development and placement techniques and processes and how the Applicant engages with employers in securing successful job outcomes. The Vendor shall provide a detailed overview of how the organization will provide Extended Follow-along Support Services post closure with the Division. These services are not funded by the Division.

4.4 BACKGROUND CHECKS

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

4.5.1 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

☐ YES ☐ NO

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 contractor 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 proposal 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 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.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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 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.

4.10 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.

4.11 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.

Vendor is registered with the North Carolina Secretary of State: Yes ☐ No ☐

4.12 REQUIRED FORMS

Upon notification of award, the selected Vendor(s) may be required to provide the following documents if requested by the State:

1. IRS Tax Exemption Status Letter (if applicable)
2. IRS Tax Exemption Verification Form (Annual) (if applicable)
3. Conflict of Interest Acknowledgement and Policy (*Source document must be on file, send new one if a new COI policy has been adopted by your entity*)
4. Conflict of Interest Verification (Annual)
5. Federal Certifications
6. State Certification
7. Proof of Insurance Form (or certificate of insurance)
8. State Grant Certification – No Overdue Tax Debts ***
9. Federal Exclusion Certification
10. Proof of active SAM registration. Contractors can register at: <https://www.sam.gov/SAM/pages/public/index.jsf>

11. Entity must be registered with the NC Secretary of State

12. DVRS Internal Control Questionnaire

*** Indicates must be notarized

Vendor agrees to provide the required documentation to the State in order to perform Services under this Contract, if requested: ☐ YES ☐ NO

5.0 SCOPE OF WORK

5.1 GENERAL

Brain injury support services are provided to the Division's most significantly disabled consumers with brain injuries who typically require specialized assistance in securing competitive, integrated employment, and will need intensive training and assistance for an extended period to master all job tasks. Additionally, extended follow-along services are necessary depending upon the consumer's support needs to ensure the consumer can maintain the position, as individuals with brain injuries are most at risk of job loss over the long-term.

5.2.1. Eligibility Determination

The Division will identify eligible Division consumers to receive services. If this contract is awarded to more than one Vendor, the Division will determine assignment based on location (relative to the consumer) and availability of the Contractor, in that order.

5.2.2 Services Provided

The Contractor shall provide the following services to eligible Division consumers:

- a) Assessment with Complete Report (Milestone 1)
- b) Cognitive Rehabilitation & Career Exploration, Part 1 (Milestone 2)
- c) Cognitive Rehabilitation & Career Exploration, Part 2 (Milestone 3)
- d) Employment Placement & Independence (Milestone 4)
- e) Successful 90 Day Placement (Milestone 5)

5.2.1. Local or State Emergency Protocol

In the event of local or state emergency declarations, the Contractor shall follow directives put forth in local and state guidance.

5.2.2. Service Area

- a) The Contractor must provide a list of counties that they will serve in the performance of this Contract.
- b) The intent of the State is to award multiple contracts in response to this RFP to provide as close to 100% coverage of the State as possible.
- c) Some awarded contracts may overlap service areas with other awarded contracts. In the case of a Client located within an area that has overlap, the Provider will be selected by the Client's Assigned Counselor to best meet the needs of that Client, as determined solely by the Assigned Counselor using the criteria provided in Section 5.2.1.

5.2.3. Remote or Off-Site Delivery of Services

- a) The services outlined in this Scope of Work may be delivered remotely or off-site pending prior approval by the Division of the remote means.
 - 1. The use of remote or off-site delivery of services shall be approved on an ad hoc basis.
 - 2. The approval of remote or off-site delivery services shall be based solely on **Client** needs.

3. The Assigned Counselor (an employee of the State) will determine which delivery method will best serve that Client prior to approving remote or off-site delivery.
- b) No separate pricing shall be provided for remote or off-site delivery of services
- c) The Contractor may provide remote services via secure video conferencing with proven security measures only under circumstances when the Contractor has a privacy and security agreement and a policy in place that addresses handling of confidential information.
- d) This is a change to the mode of service delivery only. All other requirements and deliverables within this Scope of Work must be met.
- e) In the case of a Local or State emergency declaration, blanket approval may be provided for remote services. If that occurs, then the approval for remote services shall only be effective during the period in which the state or local emergency declaration is in force.

5.2 MILESTONES

5.2.1 ASSESSMENT WITH COMPLETE REPORT (Milestone 1)

The Contractor shall conduct an initial assessment to be completed within a maximum of 45 business days which will evaluate the consumer's current needs and capabilities within the components of the program. Exceptions to the 45-day assessment timeframe require approval from the Division in all cases. The component areas to be addressed in the assessment include Cognitive Rehabilitation and Career Exploration, Therapy/Counseling, Case Management, and Occupational Information & Exploration. A comprehensive assessment report shall be written and submitted to the Division. An assessment report is considered complete when it has answered all the Division's referral questions.

- a) The Contractor shall utilize both formal and informal assessment techniques which at completion, shall include a fully completed comprehensive report.
- b) The Contractor shall schedule an assessment staffing (meeting) with the Division and the consumer to review the assessment report and the initial service plan at a time mutually agreeable to all parties.
- c) The Contractor shall provide the assessment report to the Division at least 5 days prior to the assessment staffing.
- d) The Contractor's report shall provide specific and detailed recommendations regarding the consumer's appropriateness for the program as well as preliminary treatment and employment goals. If the consumer is determined not to be a suitable candidate for the program, the Contractor's report shall provide recommendations for other services that may be appropriate.
- e) If the consumer is enrolled in the program, the Contractor shall develop and submit to the Division a comprehensive and individualized service plan that has been agreed upon by all parties.
- f) The Contractor shall submit Milestone 1 with the required documentation through the Division's electronic case management system for payment within five (5) working days of the successful completion of the service.

5.2.2 COGNITIVE REHABILITATION AND CAREER EXPLORATION, Part 1 (Milestone 2)

This service involves an array of specialized therapeutic treatment practices utilizing cognitive rehabilitative and counseling techniques, case management and career exploration in assisting the consumer to develop and advance toward their employment goals.

- a) The Contractor shall provide these services based upon the goals/objectives as determined through the assessment and the staffing. The service plan must consist of elements from each of the areas defined below with a specified number of individual objectives and timelines and how they will be measured.
 1. Cognitive Rehabilitation: the development and provision of specific activities to train the consumer in developing compensatory strategies in the functional areas in which the consumer is having trouble

because of the brain injury.

2. Therapy/Counseling: the provision of individualized therapeutic interventions needed to assist the consumer in adjusting to life difficulties after a brain injury.
 3. Case Management: the provision of coordination and management of all aspects of the consumer's progress throughout the program.
 4. Occupational Information & Exploration: the provision of training in prevocational skills necessary to be prepared to enter or re-enter the workforce.
- b) The Contractor shall provide the Division a detailed written monthly summary of all activities within this phase for each consumer through the Divisions electronic case management system.
 - c) The Contractor shall schedule and participate in a bimonthly staffing to also include telephone conferences or face-to-face staffings. Aside from the bimonthly staffing the contractor should be communicating at least monthly with each consumer and the Division during this phase to update progress towards meeting the consumer's goals as defined within the Individualized Service Plan.
 - d) The Contractor shall provide evidence demonstrating that the consumer has successfully completed 50% of the goals/objectives as outlined on the Individualized Service Plan and agreed upon by the Division and the consumer.
 - e) The Contractor shall submit Milestone 2, Part 1 with the required documentation through the Division's electronic case management system payment within five (5) working days of the successful completion of the service.

5.2.3 COGNITIVE REHABILITATION AND CAREER EXPLORATION, Part 2 (Milestone 3)

This service continues with the utilization of the services defined in Milestone 2 where the consumer is progressing toward a point of community employment or additional training outside the scope of this contract.

- a) The Contractor shall provide the Division a detailed written monthly summary of all activities within this phase for each consumer through the Division's electronic case management system.
- b) The Contractor shall schedule and participate in bimonthly staffings. This will also include at least monthly communication with the Division and consumer to update progress towards meeting the consumer's goals as defined within the Individualized Service Plan.
- c) The Contractor shall provide evidence demonstrating that the consumer has successfully completed the goals/objectives as outlined on the Individualized Service Plan and agreed upon by the Division and the consumer.
- d) The Contractor shall submit Milestone 3, Part 2 with the required documentation through the Divisions electronic case management system for payment within five (5) working days of the successful completion of the service.

5.2.4 EMPLOYMENT PLACEMENT AND INDEPENDENCE (Milestone 4)

- a) Attainment of Competitive Employment: This service entails placing the Client into a competitive job that matches their skills, abilities, interests, needs, and goals. The job must be in the community within a fully integrated setting.
 1. The Contractor shall submit detailed monthly summary reports to the Division documenting job development, placement, on-the-job supports, and evidence of bimonthly staffing meetings and monthly communications with the Division for each consumer through the Division's electronic case management system.
 2. The Contractor shall notify the Division in writing when the consumer has accepted employment. The job placement shall meet the Division's approval. Upon approval, the Contractor shall complete and submit the New Hire Form (as approved by the Division) to the Division through the Divisions electronic case

management system.

- b) Independence on the Job: This service section is completed when the consumer has reached stability and independence on-the-job and requires less support services. The consumer shall be placed in a position that matches the vocational objective as agreed upon by the consumer and the Division.
1. The Contractor shall provide a detailed written plan, i.e. Extended Services Plan, for the provision of services during this period to include follow-up and support services to ensure the consumer maintains employment for a period of ninety (90) days.
 2. The Contractor shall provide detailed monthly written summary reports to the Division detailing all activities associated with successful maintenance of the consumer's job stability.
 3. The Contractor shall provide written documentation to the Division when all parties, i.e., the Division, the Contractor, and the Consumer, have agreed that the consumer is ready for stabilization on the job.
 4. The Contractor shall submit Milestone 4 with the required documentation through the Divisions electronic case management system for payment within five (5) working days of the successful completion of the service.
 5. This milestone may be repeated, as necessary.

5.2.5 SUCCESSFUL OUTCOME - 90 DAY PLACEMENT (Milestone 5)

This service section is complete when the consumer has successfully completed 90 days of employment after completing Milestone 4 and when the Division, the Contractor, the consumer, and the employer mutually agree that the job placement is successful.

- a) The Contractor shall provide a detailed written discharge summary to the Division listing the activities provided monthly to the consumer that assisted with the successful job placement during the 90-day placement period. Additionally, the summary shall document support needs of the consumer to maintain success following case closure by the Division.
- b) The Contractor shall provide an Extended Services Plan, an updated long-term vocational support service plan that includes extended follow-along services, which shall be provided at least two (2) times a month or at an amount agreed upon by the consumer and the Contractor in order to assure long-term job stability for the consumer. Funding for extended follow-along services shall be the responsibility of the Contractor.
- c) The Contractor shall submit Milestone 5 with the required documentation through the Divisions electronic case management system for payment within five (5) working days of the successful completion of the service.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.3.1 ELIGIBLE PROVIDER QUALIFICATIONS

Only responders who meet the following requirements and provide evidence of meeting these requirements will be considered:

- a) Eligible non-profit or for-profit organizations with at least three (3) years of experience in provision of services to consumers that are comparable to those stipulated under this request for proposals.
- b) Successful applicants must have current accreditation by one or more of the following accrediting bodies: Commission on Accreditation of Rehabilitation Facilities (CARF), Council on Accreditation (COA), or Council on Quality and Leadership (CQL). A Provider that does not have any of these accreditations at the time of submission of a proposal, and is considered for selection, shall make a commitment to obtain accreditation by the end of the

first year of the contract or, be in the process of securing accreditation. Failure to follow through with this commitment shall lead to termination of the contract between the Division and said Provider.

- c) Staff that would provide cognitive rehabilitation therapy under this model shall have a master's degree in areas such as Rehabilitation Counseling, or a related human service or allied health discipline. Furthermore, staff providing cognitive rehabilitation therapy to individuals in the BISS program shall possess the Certified Brain Injury Specialist (CBIS) credential under the auspices of the Academy of Certified Brain Injury Specialist (ACBIS). A staff member without this certification shall obtain it within one (1) year from their date of employment with the organization and be under the supervision of a supervisor with CBIS certification during that period. All reports submitted to the Division during that period shall be approved by a CBIS supervisor.
- d) Staff with a bachelor's degree in the fields specified above may provide employment-related services in the BISS program under the direct supervision of a professional as described above. However, all cognitive rehabilitative therapeutic services shall be conducted by staff as described in this Scope of Work. Without exception, all reports submitted by bachelor's level staff shall be signed off on by master's level staff or BISS leadership.

5.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in Section 5.0 Scope of Work of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

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, scheduling, and service.

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 (define roles and responsibilities).

Customer Service Point of Contact			
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, Item Descriptions, Price, Quantity, and Unit of Measure.

Reimbursement:

- a) In the event that the payment by the Division exceeds the contracted amount, the Contractor shall reimburse the Division upon notification.
- b) The Contractor shall request a contract amendment at a minimum of 90 days prior to exceeding the budgeted services. Final requests for contract amendments to adjust/revise the current contract period, must be submitted to the Division for approval no later than July 15th.
- c) Should the Contractor decide to terminate this contract, a written 30 day written notice to the Division is required.
- d) All deliverables (written reports) must be reviewed and approved by the Division prior to milestone payment.
- e) If this contract is terminated, the Contractor is required to complete a final accounting report and to return any unearned funds to the Division within 60 days of the contract termination date.
- f) The Contractor shall submit all required documents including, assessment reports, service plans, monthly summaries, and discharge summaries through the electronic case management system within five (5) days of completion of service. All outcomes must be submitted and approved by the Division.
- g) The Contractor shall submit only one (1) milestone payment for each successful milestone service provided for each consumer served with the same case number.
- h) BISS milestones are to be invoiced and paid using EIPD's case management system, ENCORE. If the process changes after contract award, the awarded Vendors will be informed of the revised process. If any adjustments need to be made to the Contract to reflect process changes, those will be reflected via contract amendment.

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

6.3 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.

6.4 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 Manager.

6.4.1 PERFORMANCE STANDARDS

The Contractor shall be required to meet the following performance standards:

- a) Maintain policies and procedures designed to promote and document consumer input in program development and involvement in planning their own program thereby remaining committed to consumer involvement and the right of consumers to self-determination.
- b) Maintain a program evaluation and reporting system that measures effectiveness and efficiency and monitors the effects the Contractor has on improving the quality and efficiency of its total operation.
- c) Maintain personnel policies and documented employee practices that promote full program accessibility for each consumer and promotes the recruitment of persons with disabilities as staff and as board members.

- d) Maintain safety policies and a documented safety program that employs all generally reasonable precautions and any additional precautions indicated. because of the limitations imposed by disabilities on consumers, staff or visitors
- e) Maintain the confidentiality of all medical, psychological and other consumer information shared by the Division.
- f) Maintain national accreditation by one of the accrediting bodies indicated in Section 5.3.1, Eligible Providers Qualification.
- g) Adhere to the invoicing requirements outlined in Section 6.2 Invoices and the pricing structure outlined in Attachment A: Cost Tables.

6.4.2 PERFORMANCE MONITORING/QUALITY ASSURANCE PLAN

In addition to monthly monitoring by the Division, the Contractor shall have at a minimum, an annual program review administrated by the Division Regional Community Rehabilitation Program Specialists. Additional reviews shall be conducted as needed. The annual review shall focus on the following:

- a) Accessibility – Policies and practices that promote full program accessibility for each consumer (e.g., physical barriers, specific disability accommodations).
- b) Maintenance of national accreditation in area of Vocational Services.
- c) Availability of benefits counselling for consumers.
- d) Timeliness and accuracy of billing.
- e) Communication, collaboration and cooperation between consumer, the Division, and the Contractor.
- f) Confidentiality – Maintenance of the confidentiality of all medical, psychological and other consumer information shared with the Contractor by the Division.
- g) Documentation that shows the need for and benefit from the service(s) to consumers. Service plans, assessment reports, monthly summaries, and discharge summaries shall reflect collaboration with the Division.
- h) Assessment reports that indicate the interests and abilities of the consumers and makes recommendations that lead to the development of successful training and vocational plans.
- i) Key Personnel - changes in staff assigned to the performance of services to consumers.
- j) Extended Follow-Along Support – Documentation that reflects the provision of extended services and ongoing support services through continuous or periodic job skill training services provided at least twice monthly, unless otherwise changed or discontinued due to Client choice. The follow-along shall be at the work site unless the IPE provides for off-site monitoring.
- k) Referrals – Appropriate, necessary supporting documentation, evaluation questions, and consent forms.
- l) Staffings – Schedule and participate in regular staffings (work sessions to discuss specific Client progress and status updates, as well as any necessary technical assistance) with the consumer and Division Counsellor to update progress toward meeting the consumer’s vocational goal.
- m) Training needs of Contractor staff.
- n) Documentation of full compliance with the Wage & Hour requirements of the Fair Labor Standards Act when applicable.
- o) Quality – Customer Satisfaction report indicating a level of overall satisfaction with services provided as perceived by the student participant.

Should the performance of expectations defined in the Scope of Work result in less than an acceptable review by the Division, the Contractor shall submit to the Division for approval, a written Performance Improvement Plan addressing

any deficiencies. The Performance Improvement Plan shall include specified time frames for the completion of improvements and/or corrections in performance.

Following the Contractor's submission of a Division approved Performance Improvement Plan, the Contractor shall, according to specific timelines and due dates identified in the Performance Improvement Plan, submit to the Division status reports reflecting progress achieved in responding and implementing the Performance Improvement Plan.

Failure to meet program expectations may result in reduction or loss of funding. Failure to comply with a Performance Improvement Plan implementation may result in reduction or loss of funding. Performance assessments are conducted periodically by the Division. As agencies are self-eliminated due to failure to meet program expectations, funding will be reduced and shifted to other agencies in good standing.

6.5 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.

6.6 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.

6.7 ATTACHMENTS

All attachments to this RFP, with the exception of Attachment A: Cost Tables which is attached as part of this document, are the copies found within the Ariba Sourcing Tool, and are incorporated herein. All Attachments shall be submitted by responding in the Sourcing Tool.

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ATTACHMENT A: COST TABLES

- a) This is designed to be a multiple award contract.
- b) Final consumer numbers (Estimated Qty) for each award will be established and confirmed during negotiations. The estimated quantities provided in the tables below are based on historical program volume and services provided.
- c) Vendor shall provide their proposed Set Unit Rate below. Set Unit Rates will be negotiated and finalized during the BAFO process. The final Set Unit Rates will be consistent across all contracts put in place via this RFP.
- d) The Extended Cost is a Not-To-Exceed (NTE) amount based on the estimated quantities and the Set unit rate. This NTE amount is subject to change. The Vendor shall only invoice for work that has been completed and successfully accepted by the State.
- e) Pricing shall be fully burdened and inclusive of all costs to be charged to the State for the completion of the work in each Milestone.

Table 1: INITIAL CONTRACT TERM (YEAR 1) COSTS

Milestone	Description	Unit	Proposed Set Unit Rate	Estimated QTY	NTE Extended Cost
1.	Assessment with Complete Report	Per Consumer		62	
2.	Cognitive Rehabilitation and Career Exploration - Part 1	Per Consumer		44	
3.	Cognitive Rehabilitation and Career Exploration - Part 2	Per Consumer		42	
4.	Employment and Independence	Per Consumer		35	
5.	Successful 90 Day Placement	Per Consumer		29	
Maximum Reimbursement		Per Consumer			
CONTRACT YEAR 1 - TOTAL ESTIMATED NTE COST					

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Table 2: OPTIONAL RENEWAL TERM 1 (YEAR 2) COSTS

Milestone	Description	Unit	Proposed Set Unit Rate	Estimated QTY	NTE Extended Cost
1.	Assessment with Complete Report	Per Consumer		62	
2.	Cognitive Rehabilitation and Career Exploration - Part 1	Per Consumer		44	
3.	Cognitive Rehabilitation and Career Exploration - Part 2	Per Consumer		42	
4.	Employment and Independence	Per Consumer		35	
5.	Successful 90 Day Placement	Per Consumer		29	
Maximum Reimbursement		Per Consumer			
CONTRACT YEAR 2 - TOTAL ESTIMATED NTE COST					

Table 3: OPTIONAL RENEWAL TERM 2 (YEAR 3) COSTS

Milestone	Description	Unit	Proposed Set Unit Rate	Estimated QTY	NTE Extended Cost
1.	Assessment with Complete Report	Per Consumer		62	
2.	Cognitive Rehabilitation and Career Exploration - Part 1	Per Consumer		44	
3.	Cognitive Rehabilitation and Career Exploration - Part 2	Per Consumer		42	
4.	Employment and Independence	Per Consumer		35	
5.	Successful 90 Day Placement	Per Consumer		29	
Maximum Reimbursement		Per Consumer			
CONTRACT YEAR 3 - TOTAL ESTIMATED COST					