

Request for Proposals

RFP #22-085



Recovery Court Treatment Services for Substance Use and Mental Health Disorders

Wake County, North Carolina
Procurement Services
Wake County Justice Center - Room 2900
301 S. McDowell Street
Raleigh, NC 27602

Proposals Due: September 27, 2022
3:00 P.M. Eastern Time

1 Introduction

1.1 Introduction

Wake County seeks proposals from qualified vendors to provide treatment for the Recovery Court (RC) (a drug treatment court model) which serves participants diagnosed with substance use and mental health disorders (10A NCAC 27G licensure category). Wake County Recovery Court (RC) is a grant funded supervised treatment alternative available to individuals involved in the criminal justice system and is designed to break the cycle of substance use and related crime. The population of focus includes non-violent high-risk high need chemically dependent adults convicted of criminal offenses, many with co-occurring substance use and mental health disorders. High need is defined as drug dependent with a more severe antisocial background and treatment resistant history and high-risk is defined as a high likelihood of reoffending and relapsing in the future. These individuals have less success in standard programs and will continue to engage in the same behavior pattern unless they participate in a structured program.

The primary goal of the program is to assist these individuals with receiving treatment in a rehabilitative environment monitored by the Court to reduce social and health care costs to the community, increase safety of the community by reducing the health impact of violence and trauma, and encourage individuals into long term recovery. Other goals of the program including reducing criminality and recidivism, providing effective treatment outcomes using evidence-based treatment, and reducing drug and alcohol usage and dependence. Monitoring consists of structured participant activities and progress through probation, substance use disorder treatment, mental health treatment, case management, and the Court.

This is achieved through screening and assessments, case management, medication management, short term inpatient treatment, detoxification, outpatient substance use disorder treatment services, enhanced drug and alcohol monitoring, medication assisted treatment, and housing referrals. Participants who also present with a mental health disorder are further assessed by a licensed mental health clinician concerning the need for medication management and counseling. When a mental health diagnosis is identified, both a person-centered plan is developed with the participant present, and an initial psychiatric evaluation is scheduled to further determine the need for medication management.

Participants are referred to recovery court and screened during treatment team meetings with multidisciplinary court staff. Approximately seventy-five (75) program participants are served at any given time. The program will offer recovery support services through the vendor's behavioral health outpatient clinic and medication assisted therapy (MAT) programs. The yearly goal is to serve fifty (50) participants in the Behavioral Health Outpatient Clinic and 20 participants in MAT.

Substance use disorder treatment and mental health service payments are covered by Medicaid, Integrated Payment and Reporting System (IPRS) funds, private insurance, and funding through local and federal grants for the uninsured and underinsured. At intake, a determination is made to identify which funding source will be applied to each participant.

1.2 Scope of Work

The vendor should be a 'one stop shop' which offers substance use disorder treatment (in four phases), mental health assessments, counseling, psychotropic medication dispensing services, evidence-based practices (EBP), tobacco cessation, drug testing, as well as medication assisted treatment (MAT) including Buprenorphine and Naltrexone for individuals who are opioid dependent.

Substance Use Disorder and Mental Health Disorder Treatment Services

Currently, RC participants are served by psychiatrists, psychologists, Certified Substance Abuse Counselors (CSAC), Licensed Clinical Social Workers (LCSW) and Licensed Professional Counselors (LPC). A psychiatrist administers prescriptions for psychotropic medications and MAT (Buprenorphine, Naltrexone) as part of an opioid treatment regimen and an on-site nurse administers Naltrexone injections. All RC participants are assessed by a licensed mental health and substance use disorder clinician and referred to a psychiatrist if further psychiatric evaluation is warranted. Based upon the determination of the psychiatrist, medication may be initiated, and follow-up medication monitoring appointments established as necessary throughout the participant's duration in RC. Mental health and psychiatric services will be made available through the vendor's Behavioral Health Outpatient Clinic. Another contracted provider offers Methadone and maintenance.

The vendor must provide the following treatment groups with no more than 15-20 recovery court participants in each group and provide curriculums being use. All participants will be assessed by the provider to determine the level of care and other findings to include trauma, mental health, diagnosis and MAT recommendations then report that information to the team during staffing The provider agrees to verify if clients have any type of insurance at entry and every 6 months. It is the providers responsibility to obtain prior treatment records for all client and ensure clients have current release on file for being referred out for detox and/or inpatient treatment.

Intensive Outpatient Treatment- Provide a minimum of 90 treatment hours-3 hours each session three sessions per week for at least ten weeks. Offer a day group and night group dedicated to recovery court clients which functions the same.

Regular Outpatient Treatment - Provide a minimum of 20 treatment hours 1 hour each session two sessions per week for at least ten weeks. Offer a day group and night group dedicated to recovery court clients which functions the same.

Regular Outpatient Treatment - Provide a minimum of 10 treatment hours 1 hour a week for at least ten weeks. Offer a day group and night group dedicated to recovery court clients which functions the same.

Regular Outpatient Treatment- Provide a minimum of 22 weeks of Relapse Prevention which is tailored to the needs of each client. Participants remain in this phase until graduation or termination. Offer a day group and night group dedicated to recovery court clients which functions the same.

Providing gender specific groups is also preferred for individuals with specific needs. If there is a gender specific group, then there must be a group offered for both genders.

Treatment group days and times and curriculums will not be changed without prior authorization from recovery court leadership. The provider agrees to notify recovery court

staff when group is cancelled or not offered due to the absence of staff. Furthermore, all staff regardless if assigned to the team but facilitate groups for program clients will have a basic understanding of the adult drug court treatment model and adhere to program rules and policies.

In addition, the vendor must provide the following to meet federal grant requirements:

Provide one or two dedicated substance use disorder counselors to serve on the multidisciplinary team. Wake RC has two teams with primary responsibility of assuring the effective functioning of the in-court process of each local recovery court session in promoting the established goals of rehabilitation, treatment, and monitoring of performance. The substance use disorder counselors are assigned to separate teams. The teams rotate court weeks so one counselor must be available every Wednesday from 12:30-2:30 PM for participant staffing and every Friday from 8:30 AM -1:30 PM for court at the Courthouse.

Provide a certified peer support specialist, who will provide mentoring and support to enrolled participants. Primarily, the peer support specialist will meet with participants to help orient them to the program and provide encouragement. The peer support specialist will assist with transportation to treatment and support meetings occasionally and when no other option is available, however it is not the responsibility of the peer support specialist to ensure attendance.

- Provide face-to-face guidance to new participants
- Meet individually with Phase 1 participants for a program orientation meeting to help answer their questions and support their case goal of graduation
- Provide support to Phase 2, 3, and 4 participants in the form of face-to-face contact and/or phone calls
- Transport participants to treatment appointments/detox
- Weekly phone or email contact with court staff, as directed
- Attend the Recovery Court sessions and team staffing
- Complete training as directed by RC leadership
- Maintain client confidentiality while working with sensitive information
- Partner with an external agency to provide peer support supervision

Serve 75-90 participants at any given time in substance use disorder treatment groups.

Serve approximately 50 participants with mental health assessments, counseling, and medication yearly.

Serve approximately 20 participants with medication assisted treatment.

Offer drug testing to participants as needed at the vendor's expense and share drug screen results.

Certify Electronic Health Records. The Affordable Care Act places strong emphasis on implementation of electronic health record (EHR) technology. Vendors must demonstrate ongoing clinical use of a certified EHR system each year. The system must be identified to manage client level clinical information. If an EHR system hasn't been certified, describe the plan for certification to include staffing, training, budget requirements and a timeline for implementation. If the vendor has an EHR system that isn't certified, you may include a letter of commitment from your vendor and associated plan to achieve certification.

Provide participant attendance on a daily basis and discuss areas of concern while maintaining confidentiality.

Provide participant appointments with date & time prior to appointment to allow coordinators to document and remind clients, follow up within a day providing documentation to coordinators if client attended or missed appointment. Provide all prescribed medications by your doctors to RC for each participant and diagnosis. The days and times doctors are in the office and available to see clients is provided to include any changes.

Medication Assisted Treatment (MAT) can offer powerful benefits for individuals who are struggling with opioid addiction and/or alcohol. The contracted provider must offer MAT to all clients that meet the medical criteria. If the contracted provider does not offer all MAT options, they will work closely with the courts contracted provider to obtain records on a client's progress at another MAT provider. The provider agrees to count medication if it applies, report misuse of MAT, and will periodically check the state's prescribed medication database to ensure clients are not being prescribed MAT from outside providers not contracted with the program. The prescribing doctor(s) will provide an on-call contact number if questions arise and the pharmacy needs to clarify the script. The provider understands only uninsured clients are permitted to have scripts filled at the Wake County Pharmacy. Prior authorization must be approved from the recovery court supervisor prior to a client being prescribed Subutex with an explanation as to why other methods are not preferred. The provider will conduct random drug screens on clients prescribed MAT and will not rely solely on the drug screens conducted by the program coordinators.

The provider agrees staff will not attend probation violation court hearings for current or prior recovery court participants.

Provide Tobacco Cessation Strategies-Tobacco cessation strategies should be implemented, and screening will take place at initial intake. Once identified as a "smoker", participants will be provided with resources for harm reduction and/or quitting use. Tobacco cessation will be offered as a part of substance use disorder recovery. Annual targets will be set for the reduction of tobacco use.

Provide Moral Reconnection Therapy- Moral Reconnection Therapy (MRT) is a cognitive-behavioral program which combines education, group and individual counseling, and structured exercises designed to foster moral development in treatment-resistant clients. Poor moral reasoning is common within at-risk populations; therefore, beliefs and reasoning are addressed. At least 30 participants will engage in MRT. Two staff must be trained to facilitate MRT.

Provide Dialectical Behavior Therapy -Dialectical Behavior Therapy (DBT) is a cognitive behavioral treatment that was originally developed to treat chronically suicidal individuals diagnosed with borderline personality disorder and is now recognized as the gold standard psychological treatment for this population. In addition, research has shown that it is effective in treating substance dependence, depression, post-traumatic stress disorder (PTSD), and eating disorders. The project will include an array of evidence-based practices currently in place and an integrated system of care. Approximately 10 participants will participate in DBT.

Providers must be prepared to implement, support and maintain fidelity to applicable evidence-based practice (EBP) models to include Seeking Safety, Living Balance, Matrix Model or similar evidence-

based practice as well as Moral Reconation Therapy and Dialectical Behavior Therapy practices. Contract monitoring will be conducted by Wake County Human Services.

Grant funds include salaries and fringe benefits for two full time licensed addiction specialists and a part time certified peer support specialist to offset costs of treatment for uninsured participants.

1.3 General Bidding Requirements

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

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

Proposals will be received by Wake County Government at the time and place noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

The County intends to award two initial 12-month contracts to the same vendor with an option for two additional years contingent upon funding. Two contracts will be issued due to different funding sources. Services will commence October 1, 2022.

2 General Submittal Requirements

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by Wake County Procurement Services on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the contact listed below. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a Proposer to contact or influence a member or members of the aforementioned regarding the RFP will result in the immediate disqualification of the Proposer from award for items or services on this RFP.

Proposal Contact:
Melissa England
Wake County Procurement Services
Melissa.England@wakegov.com
919-856-6327

2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package.

One (1) original and three (3) hard copies shall be submitted to the address shown below.

Mailing Address:
Melissa England
Wake County Procurement Services
Wake County Justice Center - Room 2900
301 S. McDowell Street
Raleigh, NC 27602

The County must receive proposals no later than **3:00 P.M. on September 27, 2022**. The Proposer's name, RFP number, and proposal closing time and date must be marked clearly on the proposal submission. The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted.

2.3 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.4 Interpretations, Discrepancies, and Omissions

Submit written questions about this RFP to Melissa England at Melissa.England@wakegov.com by **5:00 P.M., September 16, 2022**. No questions or requests for clarifications will be addressed after this time.

Responses to questions will be posted at <http://www.wakegov.com>. Click on Departments and Government then click on Finance then click on Current Bids and RFPs. Any addenda and clarifications will be issued by September 20, 2022. The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda, clarification, etc. after the date listed above. If addenda are required beyond that date, every attempt will be made to

notify all involved parties. However, that will in no way alleviate the bidders responsibility to insure they have all addenda prior to submitting a response.

2.5 Award

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

2.6 Non-disclosure of County Information

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

2.7 Retention of Proposer Material

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

3 General Terms and Conditions

3.1 Certification

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

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance

of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

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

3.4 Indemnification

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

3.5 Independent Contractor

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

3.6 Payment

Payment for the rendered services pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Contractor must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

3.7 Insurance

The selected vendor shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office.

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

Commercial General Liability, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability assumed within the indemnity section of this agreement.

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

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

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

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

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

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

If selected vendor does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered.

3.8 Governing Law

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

3.9 Confidential Information/Public Records Law

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

3.10 Compliance with Laws and Regulations

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

3.11 Acceptance

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

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

3.12 New/Additional Services

From time to time during the period of work outlined in the RFP and afterward, the County may elect to have the Proposer perform services that are not specifically described in the RFP but are related to the contracted services (the "New Services"), in which event the Proposer shall perform such New Services at rates that do not exceed the rate negotiated in this contract for such New Services. This will be accomplished through an amendment to the contract.

3.13 E-Verify

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

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

3.14 Iran Divestment Act

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

3.15 Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

3.16 Anti-Discrimination

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

3.17 Client References

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

Please provide a representative client list and indicate the number of individuals served. Also provide at least three client reference letters that includes the clients contact information (current or past within the last 24 months). References should be clients similar in size and with scope of services similar to those being requested by the County. The County reserves the right to ask for additional references.

Submit the reference letters with the RFP packet.

Address the reference letters to:
Susan Nolan
Contracts Management
Wake County Human Services

4 Proposal Format

Interested vendors should be able to state a definitive plan for delivering high quality services in a cost competitive manner. A review panel will screen all qualified proposals against the below criteria and may schedule follow-up interviews or request additional information from the most competitive proposals.

The proposals should include the following elements:

Proposal Cover Page: Attachment A
Table of Contents

1. Executive Summary
2. Agency Profile
3. Approach to Services
4. Proposed Annual Budget and Billing Structure
5. Compliance and Quality Assurance (including the ability to meet the Federal Grant requirements in Section 1.2)
6. Reference letters

5 Important Deadlines

1. RFP Issued: September 12, 2022
2. Written questions must be received no later than: 5:00 P.M., September 16, 2022
3. Responses to inquiries will be posted by September 20, 2022 at:
<http://www.wakegov.com/finance/business/rfp/Pages/default.aspx>
4. Proposal Deadline: Proposals must be submitted BEFORE 3:00 P.M. on September 27 2022

Attachment A
RFP# 22-085
Recovery court
Substance use disorder Treatment Services
Proposal Cover Page
Proposals Due: September 27, 2022
3:00 P.M. Eastern Time

Name of Organization:	
Organization Tax Identification Number:	
Name and Title of Proposal Contact:	
Mailing Address:	
Phone Number:	
E-Mail Address:	
Name and Title of the Person Authorized to sign Contract:	
Mailing Address:	
Phone Number:	
E-Mail Address:	

By signing below, I acknowledge that all information included in the attached Proposal Package is accurate and that all appropriate forms, attachments, and documents have been provided as requested.

Chief Executive Officer

Date