

**REQUEST FOR APPLICATIONS**  
**DHHS Driver/Support Service Provider Vendor List (DSSPVL)**  
**RFA Number: 30-DSDHH-95068-19**

RFA Posted	February 5, 2019		
Questions Due	Written questions concerning this RFA may be sent at any time during the contract period. They must be sent via e-mail to: <a href="mailto:Ashley.benton@dhhs.nc.gov">Ashley.benton@dhhs.nc.gov</a> Please insert "Questions 30-DSDHH-95068-19" as the subject for the email.		
Applications Due	Renewals applications can be accepted any time to serve for the remainder of the performance period.		
Anticipated Notice of Award	Continual Upon Review and Acceptance of Submitted Application		
Anticipated Performance Period	April 1, 2019 – March 31, 2020. Contracts resulting from this RFA may be renewed for two (2) additional years in one (1) year increments		
Service	Driver/Support Service Provider Vendor List		
Issuing Agency	DHHS, Division of Services for the Deaf and Hard of Hearing		
E-mail Applications and Questions to	Ashley Benton	Email	<a href="mailto:Ashley.benton@dhhs.nc.gov">Ashley.benton@dhhs.nc.gov</a>

**THIS REQUEST FOR APPLICATIONS (RFA)** advertises the Division's need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms and conditions specified herein. All applications received shall be treated as offers to contract. If the Division decides to accept an application, an authorized representative of the Department will sign in the space provided below. Acceptance shall create a contract that is effective as specified below.

**THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING APPLICATION AND CERTIFIES THAT:** (1) he or she is authorized to bind the named Contractor to the terms of this RFA and Application; (2) the Contractor hereby offers and agrees to provide services in the manner and at the costs described in this RFA and Application; (3) this Application shall be valid for 60 days after the end of the application period in which it is submitted.

**To Be Completed By Contractor:**

Contractor Name (printed):	Social Security Number:
Contractor's Street Address:	E-Mail Address:
City, State & Street Address Zip:	Telephone Number:
Signature of Contractor:	Date:

**Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed**

**NOTICE OF AWARD/FOR NC DHHS USE ONLY:** Application accepted and awarded on \_\_\_\_\_.  
The Contract shall begin on \_\_\_\_\_, and shall terminate on \_\_\_\_\_.

By: \_\_\_\_\_  
Signature of Authorized Representative      Printed Name of Authorized Representative      Title of Authorized Representative

## Table of Contents

<b>Article</b>	<b>Title</b>	<b>Page No.</b>
1.0	Introduction	2
2.0	Eligibility of Applicant	2
3.0	Award Information	4
4.0	Definitions, Acronyms and Abbreviations	5
5.0	Scope of Work	6
6.0	Department Responsibilities	7
7.0	Term of Contract	7
8.0	Invoicing and Reimbursement	8
9.0	The Solicitation Process	9
10.0	General Information on Submitting Applications	10
11.0	Application Content and Instructions	11
Attachment A	DHHS Driver/SSP Vendor List Application Questionnaire	12
Attachment B	Sample Invoice Standard Driver/Support Service Provider	14
Attachment C	Sample Invoice National Deaf-Blind Equipment Distribution Program (NDBEDP)	15
Attachment D	Terms and Conditions	16
Attachment E	Sample FM-16 (Vehicle Accident Report for State-Owned Vehicles)	20

## **1.0 INTRODUCTION**

The Department's acceptance of an Applicant will create a list of qualified individuals interested in providing transportation and support services to the Department's Deaf-Blind consumers, clients, or staff on an as-needed basis. The Department will accept Applicants that possess the qualifications detailed within this Request for Application (RFA) and agree to the terms and conditions of this RFA. The goal of this RFA is to have a prequalified listing of acceptable Driver/Support Service Providers to utilize for driver and ancillary supports services to contact when the need arises.

### **1.1 PURPOSE**

The purpose of this Request for Applications (RFA) is to solicit applications from individuals, referred to hereinafter as "Applicants" or "Contractors", depending upon the context, who are interested in providing the North Carolina Department of Health and Human Services (DHHS), referred to hereinafter as the "Department", through the Division of Services of the Deaf and Hard of Hearing, with driver and support services.

**This list is designed to:**

- a) Provide a vendor list of prequalified Driver/Support Services Providers (D/SSP) that can provide statewide services pertinent to Deaf-Blind staff, consumers, clients, mixed group meeting, trainings, community forums, or public hearings and other Department events.
- b) Establish standards to include rate of pay for Contractors that provides D/SSP services.

### **1.2 BACKGROUND**

DHHS is the largest agency in North Carolina state government, responsible for ensuring the health, safety, and wellbeing of all North Carolinians. DHHS is divided into thirty (30) divisions and offices. The mission of DHHS is to provide efficient services that enhance the quality of life of North Carolina individuals and families providing opportunities for healthier and safer lives, resulting ultimately in the achievement of economic and personal independence.

DHHS serves approximately 9.94 million North Carolinians and provides human services for exceptional populations such as individuals who are mentally ill, deaf, blind, and developmentally disabled. Divisions under DHHS provide specialized services to help meet the needs of these diversified groups.

Services provided by DHHS is mandated by State and Federal laws (i.e. American with Disabilities Act, <http://www.ada.gov>), as well as DHHS Policy (Communication Accessibility Provision see [https://www2.ncdhhs.gov/info/olm/manuals/dhs/pol-30/man/Communication\\_Accessibility\\_Provision1.htm](https://www2.ncdhhs.gov/info/olm/manuals/dhs/pol-30/man/Communication_Accessibility_Provision1.htm)) to provide reasonable accommodations and equal communication access for any consumers, clients, and staff who may be deaf, hard of hearing, late deafened, or deaf-blind. Reasonable accommodations include but are not limited to: Driver/Support Services, Computer Assisted Notetaking Services, Sign Language Interpreter Services, and the provision of Assistive Listening and Hearing Devices.

## **2.0 ELIGIBILITY OF APPLICANT**

### ***2.1 Knowledge, Skills, and Abilities:***

The provision of support services for the Department requires that a Contractor have the knowledge, skills, and abilities to provide assistance that might enhance opportunities that will enable people who have combined vision and hearing losses to access their environments and make informed decisions. For purposes of this document, accessing their environment includes providing information about visual, auditory, and social feedback information. Helping the person make informed decisions equates to providing information to him/her that

encompasses a sufficient quantity of options for the person to make his/her decision based on his/her individual judgement. Sign language skills are not required; however, Contractors should have the necessary communication skills such as tactile and visual signing skills to communicate with deaf-blind individuals. The Contractor must have knowledge and skills in human guiding techniques which will enable him/her to safely guide a person with a visual impairment in unfamiliar surroundings.

## **2.2 Required Training and Experience:**

The applicant must have graduated from high school and/or graduated from an accredited Interpreter Education Program and demonstrate knowledge, skills, and abilities gained through at least two years of driver/support services provider experience, or an equivalent combination of education and experience. The Contractor must have received deaf-blind specific training, such as tactile and visual communication skills, human guiding, haptics skills, ethics and roles and responsibilities, which may be obtained through the Division of Services for the Deaf and the Hard of Hearing Regional Centers, Division of Services for the Blind Deaf-Blind Program, North Carolina Deaf-Blind Associates and/or Helen Keller National Center before getting their first assignment. This Department approved training provides background information on hearing and vision loss, techniques for communication access, and visual interpretation of the environment.

## **2.3 Driver Qualifications:**

An applicant must be at least eighteen (18) years old and have possessed a valid driver's license issued by any state\* or U. S. Territory (i.e., Guan, Puerto Rico, etc.) for a minimum of two (2) years. An applicant's past driving record is indicative of his/her behavior on the road, and a driving history of the applicant will be reviewed by DSDHH to determine if the applicant is eligible for approval to be a participant in the driver/support service provider program. \*Note: Applicant must have a valid North Carolina driver's license to drive a North Carolina State issued agency vehicle

The following violations are examples (not all inclusive) that may result in a Contractor not being approved to contract:

1. Driving while impaired
2. Refusing breath or blood test for impairment
3. Reckless driving (this may include multiple speeding violations)
4. Failure to stop after an accident
5. Fleeing from police
6. Racing
7. Driving while licensed suspended
8. Passing a stopped school bus

The Department will verify the driving record by reviewing DMV records submitted by the Applicant. Consideration may be given for moving violations that occurred more than five (5) years past; however, the Department reserves the option to deny an applicant approval based on a single moving violation or a combination of moving violations, regardless of the lapsed time since a citation.

If contracted, the Contractor is required to report to the Department, within fifteen (15) days, of any driving citation including those incurred outside of Driver/SSP duties. The Department will review the citation information and determine if the Contractor remains eligible to continue participating in the program. This determination may be made immediately, or the final determination may be made after the final disposition of the issued citation.

## **2.4 Accidents:**

If any accident occurs while the Contractor is on duty, the Contractor and Hiring Agency who issued the work order are responsible for reporting the accident and required information to the DSSPVL Contract Administrator. All accident reports involving a state vehicle, regardless of amount of damage, should include a

report from a local law enforcement officer. Both Hiring Agency and the Contractor should provide the appropriate information. Information which should be obtained from the other driver involved in the accident is: name, address, telephone number, license plate number, insurance company and policy number. An Accident reporting form, FM-16 (Sample copy attached for reference and marked Attachment D), must be completed and forwarded immediately to Motor Fleet Management if a state-owned vehicle is involved.

Payment for any traffic violation citations is the responsibility of the Contractor, whether driving a state vehicle or personal car. State vehicles are covered by liability insurance with the State of NC. The Contractor's personal car insurance is effective for situations in which the Contractor transports the Deaf-Blind individual in his/her personal car.

### **2.5 Auto Insurance:**

Providing and maintaining **adequate insurance coverage** is a material obligation of the Contractor and is of the essence of this Contract. This contract will involve transportation of individuals by Contractors, and the Contractors will be compensated for their time and miles driven when using their personal vehicle. Thus, the Contractor's personal vehicle becomes an integral part of the contract. Vehicle insurance is acclimated by insurance companies based on its "intended purpose". Using a vehicle for transportation when the owner transports others for compensation creates a requirement for the vehicle to have commercial insurance.

**Contractors working under this contract must have commercial auto insurance on their vehicles they intend to use for the transportation segment of the position.** The minimum combined single limit of the insurance policy shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and, \$2,500.00 medical payment. The applicant applying for this contract must include a document with his/her application that verifies he/she does have commercial auto insurance. This document must be on letterhead paper or a form that includes the name of the insurance company/agent. The Contractor must maintain commercial insurance throughout the term of the contract.

All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

### **3.0 AWARD INFORMATION**

Once approved, the applicant will receive a confirmation letter of acceptance from the Contract Administrator. Accepted applicants will then be placed on the Department's Driver/Support Services Provider Vendor List "DSSPVL", by location of residence, which will be made available to any potential Requestors within the Department.

Being listed on the DSSPVL only signifies that the contractor has been preapproved and agreed to the terms and conditions of the RFA and is available for hire to the entire Department of Health and Human Services. Being listed on the DSSPVL does not guarantee a contractor will ever receive a work order request from the Department. Any Requestor may issue a work order to the contractor of their choice. The entity issuing the work order shall be referred to hereinafter as the "Hiring Agency". A contractor may decline to accept a work order if the contractor is not available at the time and place specified by the Hiring Agency.

## 4.0 **DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

- a) **Contractor** - An individual that is accepted for inclusion into the DSSPVL to provide the services described in this RFA.
- b) **DHHS** and **Department** both mean the North Carolina Department of Health and Human Services.
- c) **Driver/Support Services Provider** – The provision of services specific to the needs of Deaf-Blind DHHS consumers, clients, or staff. This service enables Department Deaf-Blind staff to be accessible to consumers who are hearing, deaf or deaf-blind as well as to perform some of their assigned duties such as meeting with colleagues. This service also ensures that DHHS services and programs are fully accessible to consumers and clients. Services may include transportation, sighted guide, up-close or tactile communication facilitation, including use of touch signals such as Haptics, translation of printed materials and visual information of the immediate environment. Communication facilitation is performed when necessary information is not within the range of vision loss.
- d) **DSDHH** - Division of Services for the Deaf and the Hard of Hearing in the North Carolina Department of Health and Human Services.
- e) **DSSPVL** – Driver/support service provider vendor list. The DSSPVL is a list of individuals that have agreed to provide the Department with driver/support services pursuant to the Department’s terms and conditions upon the receipt of a Work Order from a Hiring Agency.
- f) **Hiring Agency** - The Division, Section, Branch, Unit, Office, Facility, Institution, or School that issues a work order to a Contractor under this RFA.
- g) **ISVL** – Interpreter Services Vendor List
- h) **NDBEDP** – National Deaf/Blind Equipment Distribution Program
- i) **Point of Departure** -The location from which an Applicant departs to go to a work assignment. The Point of Departure is typically the Applicant’s home or office, whichever is closer to the location of the work assignment. If the Applicant has two assignments with the same Hiring Agency in the same day and the Applicant drives from the first assignment to the second without returning to his or her home or office, the location of the first assignment is the Point of Departure for the second assignment.
- j) **RFA** – Request for Application
- k) **Tactile Signing Skills** – Communication method based on a standard manual sign system in which the receiver’s hand(s) is/are placed lightly upon the hand(s) of the signer to perceive the signs.
- l) **Haptics** – A standardized, documented system of touch signals used to provide visual, environmental and social feedback information.
- m) **Work Order** - A request that an Applicant provide the services described in this RFA. A work order may be issued by telephone, TTY, fax, mail, or email, provided that telephone and TTY requests are followed-up with written requests. All questions relating to a Work Order should be addressed to the person who issued it. **Being listed on the DSSVL does not guarantee that the Contractor will receive work orders.**
- n) **Assignment** – A service provided by the Contractor in response to a work order.

## **5.0 SCOPE OF WORK**

The provision of D/SSP is specific to the Department's consumers, clients, or staff who are Deaf-Blind. The provision of Driver/SSPs for Deaf-Blind consumers ensures equal access to services, community resources and people by providing transportation, sighted guide, up-close or tactile communication facilitation, including touch signals such as Haptics and access to printed materials. This service may be provided for mixed group meetings (hearing, Deaf, Deaf-Blind, Hard of Hearing) and involve additional duties deemed necessary by the hiring agency. The additional duties, if requested, will always be closely associated with assisting deaf-blind individuals.

### **5.1 CONTRACTOR RESPONSIBILITIES**

- a) Provide transportation as needed to access services or for work related activities. **NOTE: If driving a state vehicle, a state employee must be in the vehicle and the contractor must have a North Carolina issued driver license.**
- b) Serve as human guide as needed to support the Deaf-Blind consumer in entering/exiting a specific location while maintaining a level of comfort with surroundings and maintaining safety.
- c) Up-close or tactile communication facilitation is provided if visibility is an issue. **NOTE: D/SSP may provide communication support (close vision or tactile) for casual settings (casual communication), including videophone communication. In formal settings (workshops, training, conferences, council meetings, staff meetings), communication support will be provided by licensed interpreting professionals.**
- d) Provide access to printed materials, graphics, and any other visual media material inaccessible to Deaf-Blind individual.
- e) Provide visual, environmental, and social feedback information such as room arrangements, set up of people, and movement within the surroundings. Including also the visual information about things being displayed such as objects, pictures, and description of participant appearances. **NOTE: D/SSP should utilize Haptics as necessary.**

### **5.2 PERFORMANCE STANDARDS AND EXPECTATIONS**

#### **A. ETHICAL STANDARDS:**

Contractors providing this service must follow the ethical standards set by the Registry of Interpreters for the Deaf "Code of Professional Conduct" such as, but is not limited to:

1. Adhere to standards of confidential communication;
2. Possess the professional skills and knowledge required for the provision of support services;
3. Conduct themselves in a manner appropriate to the support service situation;
4. Demonstrate respect for consumers;
5. Demonstrate respect for other support service professionals; and,
6. Maintain ethical business practices.

#### **B. TRANSPORTATION SUPPORT:**

1. Consult with Hiring Agency staff who issued work order regarding travel plans; directions, meeting sites; get written directions or addresses to the destinations in advance to the assignment date at least a day before;

2. Utilize safe driving practice; follow driving regulations; and,
3. If any accident occurs while on duty, report the accident and required information to the DSSVL Contract Manager within twenty-four hours.

### **C. SITUATIONS AND CONSIDERATIONS:**

- a) To arrive at assignments on time, get written directions or addresses in advance;
- b) To deal with destination environment affecting health and safety, check about the environment and do what is necessary to make it safe per decision-making with Deaf-Blind individual;
- c) To maintain a professional relationship, cooperate and collaborate with Deaf-Blind individual.
- d) To deal with fatigue, pay attention to assignment timeframe; and,
- e) To avoid vehicle accidents, practice safe driving, use good judgment when communicating while in motion.

## **6.0 DEPARTMENT RESPONSIBILITIES**

Actions/activities that will be taken by the DSDHH throughout the term of this contract are as follows:

- a) Ensure compliance with and to the RFA's general requirements;
- b) Ensure contractor's practices and performances complies with the contract;
- c) Resolve issues that arise during the contract;
- d) Make contract amendments or revisions when and if needed;
- e) Keep accurate records and documentation pertaining to the contract;
- f) Prevent lapse in services;
- g) Contact the contractor to request services at least one week before the date of the assignment, whenever possible;
- h) Provide essential information regarding the assignment to the contractor, including the expected duration of the assignment (in increments of 15 minutes), the names of the parties involved, the contact person, the date and time of the assignment, driving directions, building name, room number, parking information, etc.;
- i) Pay for the contractor's services, as described in RFA Section 8.1 below; and,
- j) In regard to performance oversight, the Deaf/Deaf-Blind Services Coordinator for DSDHH will use feedback from consumers, staff, and others to monitor the contractor's performance. If an issue arises that merits addressment thereof, the following process will be followed:
  - 1) Once a concern is raised, the Deaf/Deaf-Blind Services Coordinator will contact the contractor and give the contractor an opportunity to submit a written response.
  - 2) When appropriate, the Deaf/Deaf-Blind Services Coordinator will discuss possible solutions with the contractor and suggest more appropriate action for the future.
  - 3) The Deaf/Deaf-Blind Services Coordinator will also share with the contractor any positive comments made by consumers.

## **7.0 TERM OF CONTRACT**

This RFA (DSSPVL) shall be effective **April 1, 2019 and continue until March 31, 2020**. Any individual wishing to apply to be placed on the list after the March 1<sup>st</sup> start date may submit an application at any time during the listed dates; however, the applicant must wait to receive a confirmation letter from the Contract Administrator that will indicate their effective date of work before an expectation of any assignment may occur.

Contracts resulting from this RFA may be renewed for two (2) additional years in one (1) year increments.



## 8.0 INVOICING AND REIMBURSEMENT

### 8.1 INVOICING

The Contractor shall submit to the Hiring Agency an invoice for each assignment for the previous month by the 10th of each month and, upon approval by the Department, receive payment within 30 days. Invoice must be submitted using the appropriate invoice form as determined by the Hiring Agency that is attached hereto as **Attachment B for standard Driver/Support Service services**. If hired for a National Deaf/Blind Equipment Distribution Program (NDBEDP) assignment, the specific invoice that must be completed is **Attachment C**. All payments are contingent upon fund availability. Payment shall be made in accordance with the contract documents as described in the scope of work.

### 8.2 PAYMENT FOR SERVICES

1. The Contractor will be paid as detailed on the schedule below. The Agency that issues the work order will determine the exact services that are desired, and the contractor must invoice at rates as established for those defined services. The rates established are as follows:
  - a. The **standard** hourly rate of **\$24.00** will be paid for services rendered Monday through Friday between the hours of 7:00 AM and 5:00 PM.
  - b. The **enhanced hourly rate of \$36.00** will be paid for services rendered Monday through Friday between the hours of 5:00 PM and 7:00 AM; any time on weekends; and any time on State holidays. A list of State holidays can be found online at: <http://www.osp.state.nc.us/holsched.htm>.
2. Services provided on 24 hours' notice, or less, shall be reimbursed at the same rates for services provided on more than 24 hours' notice.
3. The Contractor shall bill in quarter-hour increments and may bill for a quarter-hour increment if the Contractor works any portion of that quarter-hour.
  - a) Example: If an individual Contractor is confirmed to provide Driver/Support Services for three-hours and actually worked for three-hours and five minutes, the Contractor may bill for three-hours and fifteen minutes (3.25).
  - b) Example: If a Contractor is confirmed to provide Driver/Support Services for three-hours and actually worked for three-hours and thirty-five minutes, the Contractor may bill for three-hours and forty-five minutes (3.75).
4. The Contractor may bill for a full two-hours (2) for any assignment that lasts less than two-hours (2), except as provided in Section 8.4 below.
5. When providing Driver/SSP services for more than one (1) day at national, regional, or statewide meetings or conferences held in the State of North Carolina, the Hiring Agency may negotiate with the Contractor an all-inclusive flat fee for the meeting or conference in lieu of paying the Contractor the standard and enhanced hourly rates specified in RFA Section 8.2, and the Travel Expenses specified in RFA Section 8.3. The all-inclusive flat fee must be agreed upon in advance, and this agreement must be in written form (an email exchange will constitute adequate written form).

**Note:** The Contractors must notify the contract administrator of such and agree to an all-inclusive flat fee prior to the meeting or conference. When invoicing with an all-inclusive flat fee, receipts, per diem and mileage information does not have to be included.

### **8.3 TRAVEL EXPENSES**

Travel and lodging will be reimbursed at the established State rates. The Contractor may bill the Hiring Agency for his or her mileage used in their personal car before/after and during an assignment which includes travel from their home to the assignment site. Information regarding State rates for mileage is viewable at the following website: [https://www.osbm.nc.gov/budman5-travel-policies#TP5\\_7](https://www.osbm.nc.gov/budman5-travel-policies#TP5_7) (see 5.1.26 Transportation by Personal Vehicle). **NOTE that if the trip exceeds 100 miles per trip, the reimbursement rate is less than the standard mileage rate set by the North Carolina Office of State Budget and Management.**

Contractor can bill the hiring agency for meals and lodging for assignments requiring overnight travel. On occasion, flight travel may be authorized, but it MUST always be approved in advance of the flight travel.

Information regarding State rates for travel and lodging is viewable at [https://www.osbm.nc.gov/budman5-travel-policies#TP5\\_7](https://www.osbm.nc.gov/budman5-travel-policies#TP5_7) (See 5.1 Travel Policies for State Employees, specifically 5.1.2 Subsistence Rates) Note that travel policies for Non-state employees traveling on official state business whose expenses are paid by the State are subject to the same rates as State Employees.

### **8.4 CANCELLATIONS, LATE ARRIVALS, AND OTHER CIRCUMSTANCES**

1. The Contractor will not receive compensation for services if notification of a cancellation is communicated twenty-four (24) hours or more prior to an assignment.
2. The Contractor will be compensated for one-half of scheduled time if notification of cancellation was given less than twenty-four (24) hours prior to an assignment. Travel expenses will not be compensated. If Contractor is hired under a flat rate and cancellation was given less than twenty-four (24) hours prior to an assignment, Contractor will be compensated for one-half of the scheduled hours for the first day of the assignment.
3. If an assignment is cancelled because of inclement weather, the Hiring Agency will pay the Contractor for two-hours times the hourly rate. The Hiring Agency will also reimburse the Contractor for any mileage expense incurred by the Contractor.
4. If driver/support services assignment is cancelled because of events beyond the Department's control, such as bomb threats and hazardous chemical spills, the Contractor will not be compensated for the lost time or travel expenses.
5. If the Contractor does not accept or confirm an engagement at least forty-eight (48) hours before the assignment is scheduled to begin, the Hiring Agency may hire another Contractor on the DSSP Vendor List. The hiring agency may send inquiries regarding availability to several contractors and then proceed with a work order after identifying available contractor.

## **9.0 THE SOLICITATION PROCESS**

The following is a general description of the process by which Applicants will be selected to be listed on the DSSPVL.

1. *RFAs will be sent to prospective contractors upon request.*
2. *Written questions concerning the RFA specifications should be sent to [Ashley.benton@dhhs.nc.gov](mailto:Ashley.benton@dhhs.nc.gov) with email subject as "Questions 30-DSDHH-95068-19".*

3. Applications will be received from each individual that desires to contract for delivery of the described services. The original must be signed and dated by the individual applicant.
4. All applications must be received by the contract administrator within the RFA period. Faxed applications will not be accepted.
5. The applications will be logged in by the contract administrator as received.
6. At their option, the application evaluators may request additional information from any or all Contractors for the purpose of clarification or to amplify the materials presented in any part of the application. However, applicants are cautioned that the application evaluators are not required to request clarification; therefore, all applications should be complete and reflect the terms from the individual.
7. Applications will be evaluated according to completeness, content, experience, and ability of the applicant.
8. Applicants are cautioned that this is a request for applications, and the Department reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the Department.

## **10.0 GENERAL INFORMATION ON SUBMITTING APPLICATIONS**

1. Award or Rejection - All qualified applications will be evaluated, and awards made to those applicants whose capabilities are deemed to be in the best interest of the Department. The Department reserves the unqualified right to reject any or all offers if determined to be in its best interest. Successful Contractors will be notified within 30 days from receipt of complete application.
2. Decline to Offer - Any applicant that receives a copy of the RFA but declines to apply is requested to send a written "Decline to Apply" to the Department. Failure to respond as requested may subject the applicant to removal from consideration of future RFAs.
3. Cost of Application Preparation - Any cost incurred by applicant in preparing or submitting an application is the applicant's sole responsibility.
4. Elaborate Applications - Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
5. Oral Explanations - The Department will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.
6. Reference to Other Data - Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.
7. Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.
8. Form of Application - Each application must be submitted on the form provided in the RFA, which will become the Department's Performance Agreement (contract). For purposes of describing the form, this entire RFA is representative of a part of the official form.
9. Exceptions - All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any applicant may be grounds for rejection of that applicant's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).

10. Advertising - In submitting its application, applicants agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the Department.
11. Right to Submitted Material - All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the applicant will become the property of the Department when received.
12. Competitive Offer - Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
13. Applicant's Representative - Each applicant shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the applicant and answer questions or provide clarification concerning the application.
14. Subcontracting - Applicant may not propose to subcontract portions of work.
15. Proprietary Information - Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.
16. Participation Encouraged - Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the Department invites and encourages participation in this RFA by businesses owned by minorities, women, and the disabled.
17. Contract - The Division will issue a confirmation letter of contract acceptance to the recipient of the grant that will include their application cover page signed.

## **11.0 APPLICATION CONTENT AND INSTRUCTIONS**

A complete application consists of the following documents (mail one signed original and one copy):

1. Filled out and signed Cover Page.
2. Filled out DHHS Driver/SSP Vendor List Application Questionnaire (Attachment A)
3. A copy of your current driver's license.
4. A document that confirms that the Applicant does have commercial insurance on the vehicle he/she intends to use while performing the duties of this contract. This document must be on letterhead paper or a form that includes the name of the insurance company/agent and registration of the vehicle you plan to use when providing services. This document must authenticate that the commercial insurance is at least \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and, \$2,500.00 medical payment.
5. Documentation indicating required training and experience as indicated in Section 2.0.
6. Driving record from the NC Division of Motor Vehicles
7. A copy of the Applicant's W-9 form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

## ATTACHMENT A

### DHHS Driver/SSP Vendor List Application Questionnaire

Your answers below and requested documentation will assist in determining your qualifications for specific Driver/ Support Service Provider (SSP) assignments.

1. My hearing is best described as: (select one)
  - Hearing
  - Hard of Hearing and can understand speech
  - Hard of Hearing and cannot understand speech
  - Deaf
  
2. My sign language skills are best described as: (check all that apply)
  - I do not know sign language.
  - I have been learning sign language. (select level or provide SLPI rating)
    - Level ASL I-II
    - Level ASL III-IV
    - Above ASL IV
    - SLPI-ASL rating: \_\_\_\_\_
  - I have graduated from an Interpreting Training Program (ITP) or 4-year ASL program. (provide copy of degree)
  - I am a licensed interpreter. (select one and include license number)
    - Deaf Interpreter, license number \_\_\_\_\_
    - Hearing Interpreter, license number \_\_\_\_\_
  - I have been signing most of my life.
  
3. I have received the required Deaf-Blind/SSP training.
  - Yes, provide copies of training certificates
  - No, provide letter of recommendation stating why you should be considered regardless of training requirement.
  
4. I have received ProTactile or/and Haptics training.
  - Yes, provide copy of training certificate.
  - No
  
5. I have \_\_\_\_\_ number of years' experience as a SSP. (select one)
  - 0-2 years, provide letter of recommendation supporting your application despite having less than the required 2 years of experience.
  - 2-3 years
  - 3-5 years
  - More than 5 years





## ATTACHMENT C

### SAMPLE INVOICE NATIONAL DEAF-BLIND EQUIPMENT DISTRIBUTION PROGRAM (NDBEDP)

NDBEDP D/SSP Service Invoice				
Driver/SSP Name Phone Number Email Address Address City State      Zip	INVOICE # _____  DATE SUBMITTED: _____ First Submission <input type="checkbox"/> Re-Submission <input type="checkbox"/> Past due/Late <input type="checkbox"/>			
<b>BILL TO:</b> DHHS Division or Office Name Attention Address City State      Zip Phone Email	<b>SSP Hourly Rates</b> \$24.00 \$36.00		<b>Hours</b> 7:00 AM to 5:00 PM 5:00 PM to 7:00 AM/Weekend	
Invoices are due within 30 days of the assignment.				
ASSIGNMENT INFORMATION				
Date of Assignment:	Requestor			
Consumer(s) Name:				
Description of Assignment:				
Standard Hours	Start Time:	End Time		
Enhanced Hours	Start Time:	End Time		
D/SSP Hours Spent on Assignment				
	Total Hours	Rate Per Hour	Services Total	
<b>Standard Rate:</b>		\$24.00	\$0.00	
<b>Enhanced Rate</b> (Evenings, Weekends, Holidays):		\$36.00	\$0.00	
<b>TOTAL COST OF D/SSP HOURS SPENT ON ASSIGNMENT:</b>			<b>\$0.00</b>	
Travel and Other Expenses		Number of Miles	Rate Per Mile	Mileage Total
<b>LOCATION 1</b> <input type="checkbox"/> One Way <input type="checkbox"/> Roundtrip From: _____ To: _____		0.00	0.580	\$0.000
<b>LOCATION 2</b> <input type="checkbox"/> One Way <input type="checkbox"/> Roundtrip From: _____ To: _____		0.00	0.580	\$0.000
<b>LOCATION 3</b> <input type="checkbox"/> One Way <input type="checkbox"/> Roundtrip From: _____ To: _____		0.00	0.580	\$0.000
Other Expenses (Hotel, Meals, Parking (please attach receipt):				
<b>TOTAL COST OF TRAVEL AND OTHER EXPENSES:</b>			<b>\$0.00</b>	
GRAND TOTAL				
Total Services Provided:			<b>\$0.00</b>	
Total Mileage & Other Expenses:			<b>\$0.00</b>	
<b>TOTAL INVOICED:</b>			<b>\$0.00</b>	
For DHHS Agency Use Only				
Reviewed By:				
Title:				
Date:				
Approved By:				
Title:				
Date:				
Budget Code:	2601 532193 1410 1842 2T			



## ATTACHMENT D

### TERMS AND CONDITIONS GENERAL TERMS AND CONDITIONS

#### **Relationships of the Parties**

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor; or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

#### **Indemnity and Insurance**

**Indemnification:** The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract.

**Insurance: Reserved**

#### **Default and Termination**

**Termination Without Cause:** The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

## **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

## **Warranties and Certifications**

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

## **Miscellaneous**

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

(The remainder of this page is left blank intentionally)

# ATTACHMENT E

## SAMPLE FM-16 VEHICLE ACCIDENT REPORT

FM-16  
(REV 4-03)

N.C. Department of Administration  
Motor Fleet Management Division  
VEHICLE ACCIDENT REPORT

This report must be filed regardless of amount of damages

Driver's License #
Traveler's Insurance Claim #

**I. DRIVER & STATE OWNED VEHICLE**

Name:		Department:		Office Phone:	
Home Address:		Vehicle Color:		License Plate No:	
Vehicle No:	Year:	Make:	Serial No:	Describe damage to state owned vehicle:	

**II. SECOND PARTY & NON-STATE VEHICLE**

Owner:		Driver (if not owner):			
Address:		Address:			
Driver License No:	Home Phone:	Vehicle Color:	Home Phone:		
Type Vehicle:	Year:	Make:	License No:	Insurance Co:	Policy No:
Describe damage to non-state vehicle:					

**III. INJURED:**

Name:	Name:
Address:	Address:
Home Phone:	Home Phone:
Describe Injuries:	Describe Injuries:

**IV. ACCIDENT**

Location: (Street(s), City)		County:
Date:	Time:	Investigating Officer:
Describe accident in detail (use back of form to continue/diagram accident):		

**V. WITNESSES**

Name:	Name:
Address:	Address:
Return to: MOTOR FLEET MANAGEMENT DIVISION 1308 MAIL SERVICE CTR. RALEIGH, NORTH CAROLINA 27698-1308 FAX # 919-733-6074	Signature, state owned vehicle driver:
	Date: