**STATE OF MAINE**

**Department of Health and Human Services**

*Dorothea Dix and Riverview Psychiatric Centers*



**RFP# 202311229**

**Recruitment Services**

|  |  |
| --- | --- |
| **RFP Coordinator** | *All communication regarding the RFP must be made through the RFP Coordinator identified below*.**Name:** Brittany Hall **Title:** Procurement Administrator**Contact Information:** Brittany.hall@maine.gov  |
| **Submitted Questions Due** | *All questions must be received by the RFP Coordinator identified above by:***Date:** January 22, 2024, no later than 11:59 p.m., local time |
| **Proposal Submission Deadline** | *Proposals must be received by the Division of Procurement Services by:***Submission Deadline:** February 14, 2024, no later than 11:59 p.m., local time.*Proposals must be submitted electronically to*:Proposals@maine.gov |

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PUBLIC NOTICE

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**State of Maine**

**Department of Health and Human Services**

**RFP# 202311229**

**Recruitment Services**

The State of Maine is seeking proposals for Recruitment Services at Dorothea Dix and Riverview Psychiatric Centers.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, on February 14, 2024. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services’ aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

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**RFP TERMS/ACRONYMS with DEFINITIONS**

The following terms and acronyms, as referenced in the RFP, shall have the meanings indicated below:

| **Term/Acronym** | **Definition** |
| --- | --- |
| **Accreditation Bodies** | Organizations that provide accreditation services, which is a formal, third-party recognition of competence to perform specific tasks. |
| **AMA** | [American Medical Association](https://info.commerce.ama-assn.org/AMA-credentialing-services-home) |
| **AOA** | [American Osteopathic Association](https://osteopathic.org/) |
| **APA** | [American Psychiatric Association](https://www.psychiatry.org/psychiatrists) |
| **Behavioral Emergency Response Team (BERT)** | Two to five (2-5) person teams designated to respond to emergency calls. Each BERT member is notified and directed to the area in need via pager when an emergency call is initiated by a BERT unit. Each BERT has an identified leader who is given walkie-talkies to communicate with operations and other BERT members. |
| **Behavioral Response Options (BRO)** | A required training for all clinical staff at the Hospitals. Integrates knowledge about the impact of Trauma while teaching employees the fundamentals of active listening, making a positive difference, and pro-active approach to care while identifying how to determine potentially dangerous situations at the earliest possible stage. BRO training covers topics such as:1. Assessing patient behavior in order to appropriately respond as early as possible;
2. Demonstrating competency in verbal and physical de-escalation;
3. Understanding how to provide clear, informative, objective documentation;
4. Understanding the concept of minimum impact; and
5. Safely de-escalating aggressive behavior without injury to staff or clients.
 |
| **Billable Rate** | The sum of the Resource Hourly Rate plus the Mark-up Amount. |
| [**Federal Centers for Medicare and Medicaid Services**](https://www.cms.gov/) **(CMS)** | A federal agency within the United States Department of Health and Human Services (HHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children’s Health Insurance Program (CHIP), and health insurance portability standards. |
| [**Consent Decree**](https://www.maine.gov/dhhs/obh/about/consent-decree) | Established in 2005 (amended 2006), sets goals for the delivery of adult mental health services in a coordinated way to ensure the individualized services support recovery of adults with mental illness.  |
| **Credentialing** | The process used to ensure Medical Staff are qualified to render care to patients based on the Hospital(s) standards. Credentialing involves verifying licenses, education and resumes of all new hires and annual verification of licenses. Credentialing includes verification of the [U.S. Department of Health and Human Services, Office of Inspector General exclusions database](https://exclusions.oig.hhs.gov/?AspxAutoDetectCookieSupport=1). |
| **DDPC** | Dorothea Dix Psychiatric Center |
| **Delivery Order** | An order created to procure specific assignments from an established Master Agreement. |
| **Department** | Maine Department of Health and Human Services |
| **Employee** | A Resource who considers themselves an employed by the awarded Bidder, elects to have State and federal withholding from earned income, and receives a W-2 at year end. |
| **Engagement** | When Medical Staff provides medical coverage at the Hospital(s). |
| **Hospitals** | * Dorothea Dix Psychiatric Center (DDPC) located at 656 State Street, Bangor, Maine.
* Riverview Psychiatric Center (RPC) located at 250 Arsenal Street, Augusta, Maine
 |
| **Independent Contractor** | A Resource who considers themselves self-employed, elects not to have State and federal withholdings from income, and receives a 1099-Misc at year end. |
| **Liquidation Fee** | The amount paid by the Department to the awarded Bidder when the Resource has been selected to provide ongoing services at the Hospital(s) under a direct State employment line or through a long-term Department contract. |
| **Mark-up Rate** | A percentage of the Resource Hourly Rate which includes administrative costs and related benefits including vacation and holiday compensation. Days off as vacation and holiday shall not be billed to the Department and will not be reimbursed directly by the Department.  |
| **Master Agreement** | A contractual agreement which governs the relationship between the Department and the awarded Bidder. |
| **Medical Staff** | A clinical Resource hired by the Hospital(s) to provide medical coverage for the admission, treatment, and discharge of patients at the Hospital(s). Medical Staff may include but not be limited to psychiatrists, primary care physicians, psychologists, physician assistants, nurse practitioners, residents, and/or clinical director assistants. |
| **Memorandum of Understanding (MOU)** | An agreement between the Department and the selected Resource supplementing the Master Agreement resulting from this RFP with the awarded Bidder. |
| **Resource** | An Employee or Independent Contractor hired by the Hospital to perform a specific assignment. Resources may include clinical and/or non-clinical staff and may be long-term or short-term assignments. |
| **Resource Hourly Rate** | The hourly wage agreed upon by the Department and awarded Bidder to be paid to the Resource. |
| **RFP** | Request for Proposal |
| **RPC** | Riverview Psychiatric Center  |
| **State** | State of Maine |
| [**TJC**](https://www.jointcommission.org/) | The Joint Commission on Accreditation of Healthcare Organizations is a private nongovernmental agency that establishes guidelines for the operation of hospitals and other health care facilities, conducts accreditation programs and surveys, and encourages the attainment of high standards of institutional medical care in the United States. |

**State of Maine - Department of Health and Human Services**

*Dorothea Dix and Riverview Psychiatric Centers*

**RFP# 202311229**

**Recruitment Services**

**PART I INTRODUCTION**

1. **Purpose and Background**

The Department of Health and Human Services (Department) is seeking Recruitment Services as defined in this Request for Proposal (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder.

The Department is dedicated to promoting health, safety, resiliency, and opportunity to all Maine Residents.

The State currently has two (2) licensed psychiatric Hospitals, DDPC is licensed for 100 beds, currently operating with sixty- seven (67) bed capacity. RPC currently has and is utilizing ninety-two (92) beds. The Hospitals provide inpatient psychiatric treatment for adults with severe and persistent mental illness who may be referred for admission by acute and critical access hospitals, and community providers, or who are otherwise ordered for psychiatric evaluation by the court. Services are available to individuals regardless of ability to pay, providing individuals meet criteria for admission as set forth in federal and State regulations, laws, and rule.

The Hospitals are governed under laws established by the Maine Legislature and the Rights of Recipients of Mental Health Services ([14-193 C.M.R. Ch. 1](https://www.maine.gov/sos/cec/rules/10/chaps10.htm#193)) to provide care and treatment to both voluntary and court-committed inpatients, as well as outpatients. RPC is also operated in accordance with the requirements of the Consent Decree. The Hospitals are part of a comprehensive mental health system of services and serve patients statewide which includes community mental health centers, private psychiatric and community hospitals, and private providers.

The Department is seeking services of highly skilled, experienced, and qualified providers that can provide qualified clinical and non-clinical Resources at DDPC and RPC. The recruitment and payroll services of clinical and non-clinical Resources resulting from this RFP will ensure the Hospitals receive constant and consistent on-duty clinical and non-clinical coverage of usual inpatient needs, psychiatric, medical, and personal, while ensuring continuity in patient care.

In State Fiscal Year 2023, the State maximum total of Resources needed for the DDPC was seven (7) and fifteen (15) for RPC. However, the Department does not guarantee the awarded Bidders will receive a specific volume of work, a specific total contract amount, or a specific order value under the Master Agreement resulting from this RFP. The Department intends to utilize the resulting Master Agreement for any new Resources that are needed for either Hospital. In addition, the Department intends for current Resources to remain under their existing vendor for payroll services until that Resource no longer provides services at the respective Hospital.

1. **General Provisions**
	1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
	2. Issuance of the RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
	3. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.
	4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
	5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
	6. The RFP and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
	7. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](http://www.mainelegislature.org/legis/statutes/1/title1sec401.html) et seq.).
	8. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
	9. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.
2. **Contract Term**

The Department is seeking a cost-efficient proposal to provide services, as defined in the RFP, for the anticipated contract period defined in the table below. Please note, the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for one (1) renewal period, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **Period** | **Start Date** | **End Date** |
| Initial Period of Performance | 4/1/2024 | 3/31/2029 |
| Renewal Period #1 | 4/1/2029 | 3/31/2031 |

1. **Number of Awards**

The Department anticipates making multiple awards, resulting in Master Agreements, as a result of this RFP process. An award will not guarantee work. The Department intends to create a list of qualified providers that would be available to provide clinical and non-clinical Resources to the Hospitals as needed.

**PART II SCOPE OF SERVICES TO BE PROVIDED**

**Specific instructions for the Bidder to provide a narrative response to the Scope of Services may be found in Part IV, Section III, Services to be Provided.**

1. **Recruitment Requirements**
	1. Recruit Resources, at the request of the Hospital(s), by advertising, screening, interviewing, and all other aspects of recruitment for finding and attracting the potential Resources necessary to meet the staffing needs of the Hospitals.
		1. Ensure requests for recruitment are fulfilled (at least one (1) proposed candidate has been deemed acceptable to Hospital(s)) within fifteen (15) calendar days of the initial written request.
		2. Ensure the Hospital(s) is afforded the opportunity to interview any final candidates identified by the awarded Bidder.
			1. All costs associated with pre-Engagement of Resources shall be the responsibility of the awarded Bidder, including but not limited to travel and lodging for interviews.
			2. The Hospital(s) will have the right to accept or reject any offer by the awarded Bidder for any proposed Resource.
2. **Pre-Engagement Requirements**
3. Facilitate contingent Engagement offers and conduct criminal background checks and/or license verifications in accordance with the [Department’s Rider D](https://www.maine.gov/dhhs/sites/maine.gov.dhhs/files/inline-files/rider-d-rpc-ddpc.pdf), including applicable out-of-State background checks and license verifications, prior to any announced start date of the intended candidate.
	1. Coordinate the Resource’s actual start date with the Hospital(s).
	2. Provide written notification to the Hospital(s) confirming the Resources’ approved start date.
4. Ensure the selected Resource:
	1. Receives and passes a pre-Engagement drug screening;
	2. Complies with immunization requires under [22 M.R.S.A. §802](https://www.mainelegislature.org/legis/statutes/22/title22sec802.pdf) and [10-144 C.M.R. Ch. 264](https://www.maine.gov/dhhs/about/rulemaking/rule-adoption-10-144-cmr-chapter-264-immunization-requirements-healthcare-workers-2023-09-06) and the federal Centers for Disease Control and Prevention, [Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health-Care Settings, 2005](https://www.cdc.gov/mmwr/pdf/rr/rr5417.pdf), including but not limited to:

Ensuring all Resources are free of communicable disease (Hepatitis B, mumps, varicella-zoster, rubella, rubeola, tuberculosis COVID-19, or any other communicable disease as identified by the Hospitals).

The awarded Bidder shall be responsible for the cost incurred in providing the documentation of the immune status of Resources.

If the Resource is in the process of completing the Hepatitis B vaccine series, ensure evidence of the immunization process is provided to the Hospital(s).

Ensure a signed letter of declination is provided to the Hospital(s) for Resources who decline the Hepatitis B vaccine.

The Hospital(s) Infection Control Nurse/designee will evaluate the information received and give clearance for the Resource to begin orientation.

1. For clinical Resources, submits credentials to become privileged as a member of the Medical Staff, in accordance with the Hospital(s) and Medical Staff bylaws, rules and regulations.
	* 1. Ensure Medical Staff candidates provide required Credentialing materials sufficiently in advance such that the request for privileges can be reviewed and voted on by the Hospital’s Medical Executive and Advisory Board Committees and prior to providing services in the required timeframe set forth by the Hospital(s).
2. If Nursing Staff, pass a competency assessment approved by the Department.
	* 1. The Department will provide the awarded Bidder with a list of nursing vacancy needs; the resumes presented to the Department should include a list of competencies/skills for any potential candidates. The Department requires additional competencies to be completed by Nursing during the orientation period.
		2. The Department will conduct periodic competency assessments.
		3. Initial and periodic competency assessments, to include:
3. The time period on which the assessment is based; and
4. The assessment of the Nursing Staff’s clinical judgment and skills, specific instances of treatment outcomes, and evaluations of patient outcomes.
5. Signs a Memorandum of Understanding (MOU) with the Department prior to the start date of the Delivery Order, to include but not be limited to:
6. Terms of the MOU;
7. Compensation;
8. Work hours;
9. Termination;
10. Knowledge and certification requirements (if applicable); and
11. Duties and deliverables.
12. Provide written confirmation to the Hospital(s) verifying the selected Resource’s file is current and has been provided to the awarded Bidder’s Human Resource Department, including but not limited to:
	* 1. Application for Engagement;
		2. Documentation of current employment verification, reference check, and background check;
		3. Documentation of a current drug screen;
		4. Records of counseling and disciplinary action for Medical Staff;
		5. Verification of a valid, in good standing Maine license to practice in their respective field from the appropriate licensing board, as applicable;

Applicable licensure must remain valid, in good standing throughout the term of the Resource’s contract for providing Resource coverage at the Hospital(s).

Nursing services must also meet or exceed The Joint Commission, Federal Centers for Medicare and Medicaid Services (CMS), and the Department’s licensing standards.

* + 1. Documentation of education and training (resume or curriculum vitae), as applicable;
		2. Evidence of appropriate knowledge, experience, and competency related to the specific job responsibilities;
		3. One (1) annual packet to include yearly evaluations, competency assessments, signed confidentiality statements, mandatory policies sign-off, and/or any other applicable documentation;
		4. A portion of or full documentation of the selected Resource’s file upon request of the Hospital(s);
		5. Four (4) written references from colleagues in their field; and
		6. Active, unlimited DEA certificate as well as verification of Board certification or Board eligility.
1. **Payroll Service Requirements**
2. Provide payroll functions for Department selected Resources, including but not limited to:
3. Ensuring the selected Resource has the ability to identify as an Independent Contractor or Employee;
4. Processing weekly timecards after obtaining Hospital(s) approval for regular or prior approved overtime hours worked by the Resource;
5. Being responsible for all payroll withholding and benefit requirements:

Resources shall not receive any State employment benefits.

1. Preparing quarterly and annual withholding reports as required by State and Federal employment guidelines.
2. Secure medical malpractice insurance coverage for all contracted Medical Staff through the awarded Bidder’s insurance carrier with limits of liability equal to or exceeding those required by the Hospitals.
3. Benefits - Provide minimum level of benefits for Resources who are considered Employees of the awarded Bidder, including at a minimum:
	* + - 1. Health insurance that meets the minimum value standard of at least sixty percent (60%) of the total cost of medical services and which also provides substantial coverage for physician and inpatient hospital services, and which complies with the Employer Shared Responsibility Provisions as required under the [Affordable Care Act](https://www.hhs.gov/healthcare/about-the-aca/index.html).
				2. Dental insurance that covers preventative care at a minimum value standard of at least ninety-five (95%) of the total cost of dental services, with a minimum of two (2) cleanings per year, with the cost of preventive care not applying towards annual maximum benefit.
4. Travel Reimbursement:
	* + - 1. Reimburse Resources who travel as part of his/her assignment for all or part of their expenses when written pre-approval is received by the Department.
				2. All travel shall be in accordance with the [State’s Travel expense reimbursement policies and rates](https://www.maine.gov/osc/travel).
				3. Invoice the Hospital(s) for the allowable travel costs. The invoice shall include details regarding the miles traveled, receipts for expenses and any other necessary documentation.
				4. Adhere to requests for a detailed audit related to travel records within five (5) business days.
5. Leave Time, Schedule Changes, and Other Accommodations
	* + - 1. Notify the Hospital(s) of approved Family Medical Leave, Workers Compensation, and ADA accommodations for the Resource.

The awarded Bidder shall be responsible for ADA accommodations unless approved in writing by the Department.

* + - * 1. Coordinate scheduled and unscheduled time off with the Hospital(s).

The Hospital(s) must approve scheduled time off.

The awarded Bidder and/or Resources shall notify the Hospital(s) immediately when they are expected to be absent or late.

* + - * 1. Changes to the work schedule must be approved in advance by the Hospital(s).
1. **Termination/Resignation Requirements**
2. Coordinate and facilitate meetings with the Hospital(s) and the Resource when work performance concerns arise, or reprimands are warranted.
	1. Prior to discussing disciplinary action or termination of the Resource, the Hospital(s) will discuss any issues relating to the individual Resource with the awarded Bidder.
	2. The Hospital and awarded Bidder shall collaborate and conduct any separation of Engagement with the individual Resource as needed.
	3. The Resource shall be terminated immediately at the discretion of and as directed by the Hospital(s).
	4. If a Resource is removed from an assignment, the awarded Bidder shall be available in person to ensure that the Resource is not in possession of any State property or data and exits State premises without incident.
3. Notify the Hospital(s) immediately upon discovery of:
	1. Any adverse action being taken by any agency of any state against a Resource’s professional license; and/or
	2. If the Resource’s professional license expires during their Engagement with the Hospital(s).
4. Immediately terminate and/or place the Medical Staff on an administrative leave of absence, as determined by the Hospital(s), when:
5. The Resource loses Medical Staff privileges at the Hospital(s) secondary to revocation or suspension of the clinical Resource’s license to practice in this State, or conviction of a felony; and/or
6. The Resource loses Medical Staff privileges at the Hospital(s) due to failure to meet the standards of the Hospital(s) Medical Staff by-laws; and/or
7. The Hospital(s) Superintendent directs termination of the clinical Resource.
8. Ensure the Hospital(s) receive at least sixty (60) calendar days written notice of the resignation of any Resource.
	1. If a Resource resigns or separates from the Hospital(s) without a sixty (60) calendar day written notice or fails to complete their Engagement during the remainder of the sixty (60) calendar day written notice period, the awarded Bidder’s fees shall be pro-rated.
9. Replace a Resource who is terminated, within sixty (60) calendar days to ensure continued coverage at the Hospital(s).
	1. All travel must be pre-approved by the Department.
10. **General Requirements**
11. Collaborate with the Hospital(s) to determine the exact hours of the individual Resource on a case-by-case basis.
	1. In the event overtime is authorized by the Hospital(s), overtime compensation will be paid based upon the agreement between the Hospital(s) and the awarded Bidder.
	2. Reimbursement for overtime will be made for actual hours worked.
	3. Reimbursement will only be made for actual hours worked. Reimbursement will not be made for:
		1. Holidays observed by the State that were not worked.
		2. Time off for illness.
		3. Time off for vacation or other personal time off.
		4. For time not worked as a result of early dismissal of the Resource due to weather or other causes.
12. Ensure Resources review and understand the awarded Bidder’s policies and employee handbook.
	* 1. Request any Department and/or Hospital-specific policies that the Resource must adhere to and assure that the Resource is familiar with any key policies required by the Department and/or Hospital.
		2. Ensure State of Maine policies regarding use of State-owned equipment, confidentiality of information and any other “Statewide” policy is incorporated into the list of policies the Resource will adhere to while assigned to the Hospital(s).
13. Work with the Hospital(s) Human Resource Office regarding the Department’s process for recruitment, hiring, record keeping, and termination procedures.
	1. Finalize the Resource Hourly Rate, Mark-up Rate, and Resource Billable Rate.

The Hospital(s) will work the awarded Bidder to negotiate the Resource Hourly Rate.

1. The Resource Hourly Rate shall include the Resource’s portion of the costs to cover any employment benefits.
2. At the discretion of the Hospital(s), the Resource Hourly Rate may include additional personal time off up to the cap specified in Part IV, Section IV, Exhibit 1 of this RFP.
3. The final Resource Hourly Rate, Mark-up Rate, and Resource Billable Rate must be approved by the Hospital(s).

Involve the Department and/or Hospital in the Resource’s annual performance review process, when applicable.

Provide copies of human resources documents, including performance reviews, to the Department upon request.

1. Ensure Resources report to work consistently and when required, exhibit an appropriate degree of professionalism, and complete all required tasks as assigned.
2. Collaborate with the Department annually to review the Hospital(s) clinical and non-clinical Resource needs and prepare a mutually agreed upon staffing plan within the limitations of the Hospital(s) budget.
3. Comply with all State and federal rules, regulations and applicable standards, Hospital(s) policies and those of any regulatory or accreditation entities as determined by the Department.
4. Provide safeguards for Resources to perform work remotely on behalf of the Department and as approved by the Department.
5. Establish standardized written procedures for the reporting, investigation, follow-up and tracking of any unexpected or sentinel incidents: events involving death or serious physical or psychological injury, or the risk thereof.
6. **Medical Staffing Resource Engagement Requirements**
7. Provide Medical Staffing Resources as requested by the Hospital(s), on an as-needed basis to provide continuity of care for medical coverage in the admission, treatment, and discharge of patients at the Hospital(s), including but not limited to:
	* + - 1. Specific to the scope of the Medical Staff’s respective privileges;
8. Ensure Medical Staff:
9. Comply with and perform expectations to be outlined in the specific Delivery Order.
10. Maintain required medical Credentialing/licensing and Medical Staff privileges at the Hospital(s).

Notify the Department and/or Hospital immediately if any action is taken by any agency of any state against the Medical Staff’s license to practice or if the practice license expires.

1. Perform services in accordance with the highest standards of medical care consistent with the standards established in the medical community of which the Hospital(s) is a part of, and which may be amended, including:

The professional and ethical standards of the AMA or AOA, APA and TJC as related to the Medical Staff’s respective practice type;

The provisions of the Department and Hospital(s) policies, procedures, by-laws, standards, as may be amended by law, regulation, or court order.

The Rights of Recipients of Mental Health Services ([14-193 C.M.R. Ch. 1](https://www.maine.gov/sos/cec/rules/14/193/193c001.docx));

Any requirements imposed by the Consent Decree, CMS or the Department as may be amended from time to time; and

All other applicable State and Federal rules, regulations and applicable standards, all hospital policies and those of Accreditation Bodies (TJC, CMS and the Department’s Division of Licensing and Certification).

1. Do not perform occasional outside practice duties without prior approval of the Hospital(s) designee.
2. Provide medical and psychiatric treatment to patients who are under the care of the Hospital(s), irrespective of the patients’ ability to pay.
3. **Orientation and Training Requirements**
4. Ensure Resources attend all required Hospital(s) orientation and trainings, specific to the position duties/requirements, which may include, but not be limited to:
	* + - 1. Specific to all Resources:

Mandatory orientation and trainings regarding the Hospital’s facilities, practices, and procedures;

Code of Conduct;

Continuous Performance Improvement;

Confidentiality;

Patient Rights;

Risk Management/Mandatory Reporting/Extreme Weather; and/or

Sexual Harassment.

* + - * 1. Specific to Medical Staff:

Annual training in Behavioral Response Options (BRO);

Behavioral Emergency Response Team (BERT);

Bi-annual CPR training/certification;

Bi-annual American Health Association (AHA) Basic Life Support (BLS) Healthcare Provider;

Non-Abusive Psychological and Physical Intervention (NAPPI);

Adult Development;

Age Specific Competency;

Blood Borne Pathogens;

Boundaries and Treatment Modalities;

Emergency Preparedness;

Fire Extinguisher Training;

Hazard Communication;

Suicide Prevention Training;

Trauma and Sexual Abuse Training;

Antimicrobial stewardship; and/or

Opioid prescribing.

1. **Conversion of a Resource to State Employment**
2. Cooperate with the Department in the instance of a Resource being selected to be hired under a State payroll line or a long-term contract with the Hospital(s), in converting the Resource in an efficient, effective, and timely manner, and in accordance with State human resources procedures.
	1. Provide a Liquidation Fee structure which charges a percentage of the Resource’s salary based on the number of hours worked.
		1. The Liquidation Fee structure should be tiered to account for the hours the Resource has provided under the Delivery Order.
		2. The Liquidation Fee structure shall be utilized in the event of a Resource’s selection to State employment.
		3. The Liquidation Fee must be less than or equal to ten percent (10%) of the top step in the Hospitals appropriate State of Maine job classification State line classification.
		4. The Department shall not be charged a Liquidation Fee for a Resource who has been providing services under the resulting Delivery Order for six (6) months or more.
3. **Performance Measures**
4. Perform all services proposed in response to this RFP by achieving all Performance Measures listed in **Table 1**.
	1. Submit data to support the performance measure utilizing **Appendix G** (Performance Measure Report Template) or via a third-party data source, as indicated within the performance measure data source column of **Table 1**.
	2. Provide additional supportive documentation as indicated in **Table 1**, for Department validation of the summary data submitted in the Performance Measures Report as requested by the Department.

|  |
| --- |
| **Table 1****Mandatory Performance Measures** |
|
| **Performance Measure** | **Assessment Cycle** | **Supportive Documentation and Performance Measure Data Source** |
| **a.** | Seventy-five percent (75%) of requests result in, at minimum, one (1) acceptable candidate, within ten (10) calendar days of the request. | Quarterly | Performance Measure Report |
| **b.** | One hundred percent (100%) all background checks and Credentialing are provided to Hospital within twenty-one (21) calendar days. | Quarterly | Performance Measure Report |
| **c.** | One hundred percent (100%) of candidates presented to the Hospital are deemed acceptable. | Quarterly | Quarterly Report |
| **d.** | Ninety percent (90%) of Resources complete their contract term. *Note: Calculation to exclude Resources that transition to State-funded employment.* | Quarterly | Quarterly Report |
| **e.** | Ninety-five percent (95%) of Resources have not received hospital-initiated disciplinary action. | Quarterly | Quarterly Report |

1. **Reports**
2. Track and record all data/information necessary to complete the required reports listed in **Table 2**:

|  |
| --- |
| **Table 2 – Required Reports** |
| **Name of Report** | **Description or Appendix #** |
| **a.** | Performance Measures Report | **Appendix G** |
| **b.** | Competency Assessment | Demonstrates competency of the Medical Staff being considered for Engagement. |
| **c.** | Cost Report | Includes the compensation paid to Resources and the awarded Bidder’s costs. |
| **d.**  | Quarterly Report  | Includes at a minimum: The name of each Resource; position title; Hospital name; start date of the assignment; end date of the assignment; billing rate; Delivery Order number; total amount of the Delivery Order; amount paid to date; completion rate of assignment; total Resources that transition to State- funded position; Resource disciplinary action taken; and number of hours worked to date. |
| **e.** | Ad-hoc Report | As determined by the Hospital |

1. Submit all the required reports to the Department in accordance with the timelines established in **Table 3**:

|  |
| --- |
| **Table 3 – Required Reports Timelines** |
| **Name of Report** | **Period Captured by Report** | **Due Date:** |
| **a.** | Performance Measures Report | Each quarter | Thirty (30) calendar days after each quarter |
| **b.** | Competency Assessment | Point-in-time | Prior to Medical Staff Engagement |
| **c.** | Cost Report | Each quarter | Fifteen (15) calendar days after each quarter |
| **d.** | Quarterly Report | Each quarter | Fifteen (15) calendar days after each quarter |
| **e.** | Ad-hoc Report | As requested by the Department | Upon request and agreed upon by the Department and awarded Bidder(s) |

**PART III KEY RFP EVENTS**

1. **Questions**
	1. **General Instructions:** It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
		1. Bidders and other interested parties should use **Appendix H** (Submitted Questions Form) for submission of questions. The form is to be submitted as a WORD document.
		2. The Submitted Questions Form must be submitted, by e-mail, and received by the RFP Coordinator, identified on the cover page of the RFP, as soon as possible but no later than the date and time specified on the RFP cover page.
		3. Submitted Questions must include the RFP Number and Title in the subject line of the e-mail. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
	2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Division of Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.
2. **Amendments**

All amendments released in regard to the RFP will also be posted on the following website: [Division of Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

1. **Submitting the Proposal**
	1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP.
		1. Any e-mails containing original proposal submissions or any additional or revised proposal files, received after the 11:59 p.m. deadline, will be rejected without exception.
	2. **Delivery Instructions:** E-mail proposal submissions are to be submitted to the State of Maine Division of Procurement Services at Proposals@maine.gov.
		1. Only proposal submissions received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
			1. Proposal submission e-mails that are successfully received by the proposals@maine.gov inbox will receive an automatic reply stating as such.
		2. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail proposal submissions that have the actual requested files attached will be accepted.
		3. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Please check with your organization’s Information Technology team to ensure that your security settings will not encrypt your proposal submission.
		4. File size limits are 25MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.
		5. Bidders are to insert the following into the subject line of their e-mail proposal submission: **“RFP# 202311229 Proposal Submission – [Bidder’s Name]”**
		6. Bidder’s proposal submissions are to be broken down into multiple files, with each file named as it is titled in bold below, and include:
* **File 1 [Bidder’s Name] – Preliminary Information:**

*PDF format preferred*

**Appendix A** (Proposal Cover Page)

**Appendix B** (Debarment, Performance and Non-Collusion Certification)

All required documentation stated in PART IV, Section I.

* **File 2 [Bidder’s Name] – Organization Qualifications and Experience:**

*PDF format preferred*

**Appendix C** (Organization Qualifications and Experience Form)

**Appendix D** (Litigation Form)

All required information and attachments stated in PART IV, Section II.

* **File 3 [Bidder’s Name] – Proposed Services:**

*PDF format preferred*

**Appendix E** (Response to Proposed Services Form)

All required information and attachments stated in PART IV, Section III.

* **File 4 [Bidder’s Name] – Cost Proposal:**

*PDF format preferred*

**Appendix F** (Cost Proposal Form)

All required information and attachments stated in PART IV, Section IV.

**PART IV PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions for Bidders to use in preparing their proposals. The Department seeks detailed yet succinct responses that demonstrate the Bidder’s qualifications, experience, and ability to perform the requirements specified throughout the RFP.

The Bidder’s proposal must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

**Proposal Format and Contents**

**Section I Preliminary Information** (File #1)

* 1. **Proposal Cover Page**

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

* 1. **Debarment, Performance and Non-Collusion Certification**

Bidders must complete **Appendix B** (Debarment, Performance and Non-Collusion Certification Form). The Debarment, Performance and Non-Collusion Certification Form must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

**Section II Organization Qualifications and Experience** (File #2)

* 1. **Overview of the Organization**

Bidders must complete **Appendix C** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in the RFP. Bidders must include three (3) examples of projects within the last five (5) years, demonstrating their experience and expertise in performing these services, as well as highlighting the Bidder’s stated qualifications and skills.

* 1. **Organizational Chart**

Bidders must provide an enterprise-wide organization chart showing officers, major organization components, and the project team proposed to meet the requirements of this RFP. This chart must indicate to whom the project team reports. Note: individual project team positions are to be identified in the job description and staffing plan requirements of **Appendix E** (Response to Proposed Services Form).

* 1. **Litigation**

Bidders must complete **Appendix D** (Litigation Form) providing a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome. If no litigation has occurred, write “none” on **Appendix D** (Litigation Form).

* 1. **Financial Viability**

Bidders must provide the three (3) most recent years of Financial Statements audited or reviewed by a Certified Public Accountant.

* 1. **Certificate of Insurance**

Bidders must provide a valid certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

|  |
| --- |
| **Required Attachments Related to Organization Qualifications and Experience**  |
| **Attachment #:** | **Attachment Name:** |
| One (1) | Qualifications and Experience Form  |
| Two (2) | Organizational Chart |
| Three (3) | Litigation |
| Four (4) | Financial Viability  |
| Five (5) | Certificate of Insurance |

Attachments 1 – 5, must be included in numerical order, as part of File 2, as outlined in PART III “Submitting the Proposal” of this RFP. Attachments 1 – 5 will be reviewed and evaluated by the Department’s evaluation team under the Organization Qualifications and Experience section of this RFP.

**Section III Proposed Services** (File #3)

Bidder must complete **Appendix E** (Response to Proposed Services Form) by providing a detailed response to the requirements outlined in this RFP.

**Section IV Cost Proposal** (File #4)

* 1. **General Instructions**
		1. Bidders must submit a cost proposal that covers the initial period of performance, starting 4/1/2024 and ending on 3/31/2029.
		2. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.
		3. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.
	2. **Cost Proposal Form Instructions**

Bidders must fill out **Appendix F** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

|  |
| --- |
| **Exhibit 1 – Reimbursement Requirements**  |
| **Standard Rates** |
| The Resource Hourly Rate shall include at a minimum: |
| * + Basic compensation to the Resource (salary).
	+ Travel costs to and from the main office location.
	+ The Resource’s portion of the costs to cover the employment benefits.
	+ Malpractice insurance (including tail coverage), to the extent it applies to the Resource.
		- All or part of this expense may be covered through the standard Mark-up Rate as opposed to this rate.
	+ At the discretion of the Department, the Resource Hourly Rate may be increased to accommodate additional days off above the number included in the standard Mark-up Rate. The number of additional days off shall be capped at twenty (20) per year, prorated based upon the duration of the Resources engagement.
 |
| The Standard Mark-up Rate may include, to the extent the awarded Bidder experiences: |
| * + Recruitment costs.
	+ Applicable employment taxes.
	+ Workers Compensation and other insurances including liability.
	+ Operation costs, including that of payroll/payment services and onboarding costs which includes background checks.
	+ Basic Resource oversight and supervision.
		- To the extent there is a significant need for this role, the awarded Bidder may negotiate with the Department for a dedicated Resource to support this role.
	+ Personal time–off for select Resources, which includes:
		- Ten (10) days on an annual basis in accordance with [26 MRS § 637](https://legislature.maine.gov/legis/statutes/26/title26sec637-2.pdf) Earned Paid Leave and in support of [26 MRS § 636](https://legislature.maine.gov/legis/statutes/26/title26sec636.pdf) Family Sick Leave, prorated based upon the duration of the Resources engagement.
		- Thirteen (13) [State Holidays](https://www.maine.gov/bhr/state-employees/2024-holiday-schedule) on an annual basis, modified and prorated based upon the holidays that align with the Resources engagement.
	+ The awarded Bidder’s portion of the costs to cover the employment benefits.
	+ Malpractice insurance (including tail coverage), to the extent it applies to the Resource.
		- This is usually covered through the Resource Hourly Rate as opposed to this rate.
		- All or part of this expense may be covered through the Resource Hourly Rate as opposed to this rate.
		- Profit margin.
 |
| **Independent Contractor vs. Employee** |
| Resources who elect to be an Independent Contractor, the standard Mark-up Rate shall be reduced, and the Resource Hourly Rate increased to accommodate the expenses that would be transferred to the Resource based upon this relationship. |

**PART V PROPOSAL EVALUATION AND SELECTION**

Evaluation of the submitted proposals will be accomplished as follows:

1. **Evaluation Process** **– General Information**
	1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
	2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
	3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of information contained in the proposals received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Changes to proposals, including updating or adding information, will not be permitted during any interview/presentation process and, therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.
2. **Scoring Weights and Process**
	1. **Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria.

**Section I. Preliminary Information (No Points)**

Includes all elements addressed above in Part IV, Section I.

**Section II. Organization Qualifications and Experience (20 points)**

Includes all elements addressed above in Part IV, Section II.

**Section III. Proposed Services (30 points)**

Includes all elements addressed above in Part IV, Section III.

**Section IV. Cost Proposal (50 points)**

Includes all elements addressed above in Part IV, Section IV.

* 1. **Scoring Process:** The evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Section IV, the Cost Proposal, will be scored as described below.
	2. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 50 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x 50 = pro-rated score

No Best and Final Offers: The State of Maine will not seek or accept a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are to provide their best value pricing with the submission of their proposal.

* 1. **Negotiations:** The Department reserves the right to negotiate with the awarded Bidder to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department’s Request for Proposal to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.
1. **Selection and Award**
	1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
	2. Notification of conditional award selection or non-selection will be made in writing by the Department.
	3. Issuance of the RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
	4. The Department reserves the right to reject any and all proposals or to make multiple awards.
2. **Appeal of Contract Awards**

Any person aggrieved by the award decision that results from the RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](http://www.mainelegislature.org/legis/statutes/5/title5sec1825-E.html) and [18-554 Code of Maine Rules Chapter 120](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-120). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

**PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

1. **Contract Document**
	1. The awarded Bidder will be required to execute a State Service Contract with appropriate riders as determined by the issuing department.

Forms and contract documents commonly used by the Department can be found on the Department’s [Division of Contract Management website](https://www.maine.gov/dhhs/about/financial-management/contract-management).

* 1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, [Chapter 110, § 3(B)(i)](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-110).)

This provision means that a contract cannot be effective until at least fourteen (14) calendar days after award notification.

* 1. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.
	2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.
1. **Standard State Contract Provisions**
	1. Contract Administration

Following the award, a Contract Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.

* 1. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

**PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

**Appendix A** – Proposal Cover Page

**Appendix B** – Debarment, Performance, and Non-Collusion Certification

**Appendix C** – Qualifications and Experience Form

**Appendix D** – Litigation Form

**Appendix E** – Response to Proposed Services Form

**Appendix F** – Cost Proposal and Budget Narrative Form

**Appendix G** – Performance Measure Report Template

**Appendix H** – Submitted Questions Form

**APPENDIX A**

**State of Maine**

**Department of Health and Human Services**

*Dorothea Dix and Riverview Psychiatric Centers*

**PROPOSAL COVER PAGE**

**RFP# 202311229**

**Recruitment Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Vendor Customer Code** (for current State of Maine vendors)**:** | VC |
| **Chief Executive - Name/Title:** |  |
| **Tel:** |  | **E-mail:** |  |
| **Headquarters Street Address:** |  |
| **Headquarters City/State/Zip:** |  |
| ***(Provide information requested below if different from above)*** |
| **Lead Point of Contact for Proposal - Name/Title:** |  |
| **Tel:** |  | **E-mail:** |  |
| **Street Address:** |  |
| **City/State/Zip:** |  |

* This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
* No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal.
* No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
* The above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
* The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX B**

**State of Maine**

**Department of Health and Human Services**

*Dorothea Dix and Riverview Psychiatric Centers*

**DEBARMENT, PERFORMANCE, and NON-COLLUSION CERTIFICATION**

**RFP# 202311229**

**Recruitment Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

1. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
2. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
	1. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
	2. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
3. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
4. *Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default*.
5. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX C**

**State of Maine**

**Department of Health and Human Services**

*Dorothea Dix and Riverview Psychiatric Centers*

## QUALIFICATIONS and EXPERIENCE FORM

**RFP# 202311229**

**Recruitment Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| **Present a brief statement of qualifications, including any applicable licensure and/or certification. Describe the history of the Bidder’s organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. You may expand this form and use additional pages to provide this information.** |
|  |

|  |
| --- |
| **Provide a description of projects that occurred within the past five (5) years which reflect experience and expertise needed in performing the functions described in Part II – Scope of Services to be Provided of the RFP.. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.** |

|  |
| --- |
| **Project One** |
| **Business Reference Name:** |  |
| **Reference Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Description of Project** |
| **Project Start Date** |  | **Project End Date** |  |
|  |

|  |
| --- |
| **Project Two** |
| **Business Reference Name:** |  |
| **Reference Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Description of Project** |
| **Project Start Date** |  | **Project End Date** |  |
|  |

|  |
| --- |
| **Project Three** |
| **Business Reference Name:** |  |
| **Reference Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Description of Project** |
| **Project Start Date** |  | **Project End Date** |  |
|  |

**APPENDIX D**

**State of Maine**

**Department of Health and Human Services**

*Dorothea Dix and Riverview Psychiatric Centers*

## LITIGATION FORM

**RFP# 202311229**

**Recruitment Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| **Provide a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome. If no litigation has occurred, write “none.”**  |

|  |
| --- |
|  |
| **Case #** |  |
| **Entity Filing Suit:** |  |
| **Complaint/Accusation:** |  |
| **Amount:** |  |
| **Outcome** |  |
|  |
| **Case #** |  |
| **Entity Filing Suit:** |  |
| **Complaint/Accusation:** |  |
| **Amount:** |  |
| **Outcome** |  |
|  |
| **Case #** |  |
| **Entity Filing Suit:** |  |
| **Complaint/Accusation:** |  |
| **Amount:** |  |
| **Outcome** |  |

**APPENDIX E**

**State of Maine**

**Department of Health and Human Services**

*Dorothea Dix and Riverview Psychiatric Centers*

## RESPONSE TO PROPOSED SERVICES FORM

**RFP# 202311229**

**Recruitment Services**

**The response to proposed services form may be obtained in a Word (.docx) format by double clicking on the document icon below.**



**APPENDIX F**

**State of Maine**

**Department of Health and Human Services**

*Dorothea Dix and Riverview Psychiatric Centers*

**COST PROPOSAL FORM**

**RFP# 202311229**

**Recruitment Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Proposed Mark-up Rate:** |  |

**Instructions:** Bidders must provide an all-inclusive mark-up rate (*as a multiplier – for example: 12% = a multiplier of 1.12*). The all-inclusive Mark-up Rate shall include administrative costs and related benefits including vacation and holiday compensation as part of the overall Resource cost and rate. Days off as vacation and holiday shall not be billed to the Department and will not be reimbursed directly by the Department.

The Mark-up Rate will be multiplied by the Resource Hourly Rate to determine the Mark-up Amount. The sum of the Resource Hourly Rate plus the Mark-up Amount will be the Resource Billable Rate.

The Department and awarded Bidder shall negotiate and agree upon the Resource hourly rate.

**APPENDIX G**

**State of Maine**

**Department of Health and Human Services**

*Dorothea Dix and Riverview Psychiatric Centers*

**PERFORMANCE MEASURE REPORT TEMPLATE**

**RFP# 202311229**

**Recruitment Services**

**The performance measure report template may be obtained in an Excel (.xlsx) format by double clicking on the document icon below.**



**APPENDIX H**

**State of Maine**

**Department of Health and Human Services**

*Dorothea Dix and Riverview Psychiatric Centers*

**SUBMITTED QUESTIONS FORM**

**RFP# 202311229**

**Recruitment Services**

This form should be used by Bidders when submitting written questions to the RFP Coordinator as defined in Part III of the RFP.

If a question is not related to any section of the RFP, enter “N/A” under the RFP Section & Page Number. Add additional rows as necessary. Submit this document in WORD format, not PDF.

|  |  |
| --- | --- |
| **Organization Name:** |  |

|  |  |
| --- | --- |
| **RFP Section & Page Number** | **Question** |
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