

Request for Proposals

RFP #22-046



Request for Proposals In-Home Aide Services for Adult Protective Services Clients

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

Proposals are due **May 11, 2022**
Before 3:00 P.M. Eastern Time

1 Introduction

Background

Wake County Government (“The County”) invites proposals from qualified agencies to provide paraprofessional In-Home Aide Services to identified Adult Protective Services (APS) clients. APS clients have functional disabilities as defined in N.C.G.S. 108A-101, and/or are in need of protective service and/or are being abused, neglected or exploited. Approximately 75% of the current caseload is Level II services. Multiple contracts may be awarded to expand current capacity and a caseload of approximately 40 clients will be distributed among the Contractors. Vendors currently contracting with Wake County, for in-home aide services, do not need to re-submit proposals. Contracts awarded will be for a one-year period and may be renewed if mutually agreed upon. Throughout this request for proposals (“RFP”), the “Proposer” refers to the company that submits Proposals and the “Contractor” refers to the Proposer who is selected to provide the services described within this RFP.

Qualification Requirements

To ensure continuity of care for individuals receiving APS services, Wake County contract providers of In-Home Aide Services must also be under contract with Resources for Seniors, Inc., the designated Wake County provider of Home and Community Care Block Grant services.

Scope of Work

The County seeks qualified and competent vendors to assist adults and/or their families in all areas of Wake County with essential home management tasks, personal care tasks, and supervision to enable adults and their families to remain and function effectively in their homes as long as possible with the provision of the following services:

1. Level I - Home Management Care**
2. Level II - Home Management and Personal Care**
3. Level III - Personal Care**
4. Provide Wake County Human Services priority and preference in the staffing of Adult Protective Services cases referred by Wake County Human Services (WCHS) staff. A nurse shall visit the client within 48 hours of the referral and provide an assessment for services within 72 hours of the referral.

***Defined in the Family Services Manual, at the following URL address:*

<https://files.nc.gov/ncdhhs/DSS%20Family%20Services%20Manual%20Chap%20VIII%2C%20IHA.pdf>

2 Proposal Format

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

1. **Proposal Cover Page: Attachment A**
2. **Three References:** The County considers references to be important in its decision to award a contract. Failure to provide this information may result in the proposal being considered non-responsive. Provide at least three business clients, not the client you directly served, (current or past within the last 24 months) who we may contact. References should be clients similar in size and with scope of services similar to those being requested by the County. Please give their company name and address and the name and telephone number of the contact person. The references provided should represent clients of the firm location that would staff the County's engagement. References should be clients similar in size to the County. The County reserves the right to ask for additional references.
3. **Responses to the following:**
 - a. Give an overall description of your company's background that includes information about the length of time you have been providing In-Home Aide Services and if there is a relationship(s) to any parent firms, sister firms or subsidiary firms.
 - b. Provide a description of the Wake County service area served.
 - c. Provide a listing of the number of part-time and full-time staff by position description and level of experience.
 - d. What is your normal response time when you accept a referral and list the circumstances for which you would decline to accept a referral from APS?
 - e. Is your agency able to complete an assessment of the client's continuing In-Home Aide services on a quarterly basis?
 - f. In the event a client is dissatisfied with the assigned In-Home Aide, how soon will you replace the aide?
 - g. Wake County expects to have access to a local manager or point of contact within two (2) hours. Can you meet this requirement?
 - h. Rates for Level I, II, and III services and weekend or holiday rates if applicable. In the event an aide is to serve the client five days per week, does this include holidays? Do the aides ever flex their days to weekend days to accommodate the client and aides' schedules?
 - i. Is your agency currently under contract with Resources For Seniors, Inc., 1110 Navaho Drive, Suite 400, Raleigh NC 27609?
 - j. Under what circumstances would you discharge a client, e.g. unsanitary living conditions, environmental issues, or human excrement?
 - k. List how many clients you have served in the following zip codes in the past 12 months:

Zip Code	Number of Clients Served in the Zip Code in the Past 12 Months
27539 (Apex)	
27502 (Apex)	
27523 (Apex)	
27511 (Cary)	
27513 (Cary)	
27518 (Cary)	
27519 (Cary)	
27526 (Fuquay-Varina)	
27529 (Garner)	
27540 (Holly Springs)	
27545 (Knightdale)	
27560 (Morrisville)	
27601 (Raleigh)	
27603 (Raleigh)	
27604 (Raleigh)	
27605 (Raleigh)	
27606 (Raleigh)	
27607 (Raleigh)	
27608 (Raleigh)	
27609 (Raleigh)	
27610 (Raleigh)	
27612 (Raleigh)	
27613 (Raleigh)	
27614 (Raleigh)	
27615 (Raleigh)	
27616 (Raleigh)	
27617 (Raleigh)	
27571 (Rolesville)	
27587 (Wake Forest)	
27591 (Wendell)	
27592 (Willow Spring)	
27597 (Zebulon)	

3 Important Deadlines

1. RFP Issued: **April 14, 2022**
2. Written questions must be received no later than: 5:00 P.M., **April 26, 2022**
3. Responses to inquiries will be posted by **May 6, 2022** at:
<http://www.wakegov.com/finance/business/rfp/Pages/default.aspx>
4. Proposal Deadline: Proposals must be submitted BEFORE 3:00 P.M., on **May 11, 2022**

4 General Submittal Requirements

General Bidding Requirements

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

1. The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
2. Proposals will be received by Wake County Government at the time and place noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Proposal Contact

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

Proposal Contact:
Melissa England
Wake County Procurement Services
Wake County Justice Center - Room 2900
Melissa.england@wakegov.com
919-856-6327

Proposal Submittal Requirements

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

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

Mailing Address:
Melissa England
Wake County Procurement Services
Wake County Justice Center - Room 2900
301 S. McDowell Street
Raleigh, NC 27602
Melissa.england@wakegov.com
919-856-6327

The County must receive proposals no later than **3:00 P.M. on May 11, 2022**. The Proposer's name, RFP number, and proposal closing time and date must be marked clearly on the proposal submission. The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted.

Proposer Expenses

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

Interpretations, Discrepancies, and Omissions

Submit written questions about this RFP to Melissa England at melissa.england@wakegov.com by **5:00 P.M. on April 26, 2022**. No questions or requests for clarifications will be addressed after this time.

Responses to questions will be posted at <http://www.wakegov.com>. Click on Departments and Divisions then click on Finance then click on New RFP's and Bids. Any addenda and clarifications will be issued by **May 6, 2022**. The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda, clarification, etc. after the date listed above. If addenda are required

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

Award

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

Non-disclosure of County Information

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

Retention of Proposer Material

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

5 General Terms and Conditions

Certification

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

Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the

individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

Assignment

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

Indemnification

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

Independent Contractor

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

Anti-Discrimination

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

Payment

Payment for the rendered services pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the

Contractor must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

Health Care Insurance – when Wake County APS clients are eligible for Medicare, Medicaid or have private insurance the Contractor is required to submit requests for reimbursement to the third party payer for covered services. Contractors will only invoice Wake County for services not reimbursable through other programs.

Insurance

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

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

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

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

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

Abuse/Molestation Coverage, including sexual as well as other abuse, with limits no less than \$1,000,000.

Cyber Liability Insurance, (recommended but not required), with limits not less than \$3,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Provider in this Agreement regarding sensitive information in any form in Provider's care, custody, or control, and shall include but not be limited to third party liability coverage for loss resulting from denial of service, unauthorized access, security failure, system failure, extortion, or any failure to prevent disclosure of sensitive information, including but not limited to Confidential Information. Breach/crisis response coverage must include actions required by federal and/or state statutes, and include but not be limited to notification, call center costs, regulatory fines and penalties, investigation, and identity theft and credit report services, with limits sufficient to respond to these obligations.

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

of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

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

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

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

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

Governing Law

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

Confidential Information/Public Records Law

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

Compliance with Laws and Regulations

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

All aides providing services to Wake County clients shall be certified by the Division of North Carolina Health Service Regulation. Copies of licenses may be requested to be submitted to the appropriate Wake County contact post proposal award.

By submitting a response to this RFP, the Proposer shall represent it is not in arrears in the payment of any obligation due and owing the State of NC or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, it shall not become so in arrears during the term of the Contract.

Acceptance

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

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

New Services

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

Monitoring

Contractor shall make available to the Wake County contact when requested IHA Supervisory Logs, Competency Documentation, Training Logs, Client and Personnel Files, Policies and Procedures, and Time Logs.

Attachment A
RFP# 22-046
Request for Proposals for In-Home Aide Services
Proposal Cover Page
Proposals Due: **May 11, 2022**
3:00 P.M. Eastern Time

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

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

Chief Executive Officer

Date