

**Resources for Seniors, Inc.  
Requests for Proposals (RFP) for Adult Day Care and Adult Day Health &  
Institutional Respite Services [2020-21]**

To be eligible for consideration, the proposing company must be capable of supplying the services as noted herein and must be financially solvent as evidenced by financial statements or a Dun and Bradstreet or similar review.

**I. Submittal Date, Location, and Opening**

Proposals will be received until 5:00 pm on the date published as the Closing Proposal Date. Proposals sent in writing or faxed on the proposing firm's letterhead or by email are acceptable. Proposing firms will be expected to allow adequate time for delivery of their bids, either by airfreight, postal service, or other means.

Proposals can be mailed to 1110 Navaho Drive, Suite 400, Raleigh NC 27609, physically dropped off at the same address, or via email at kristenb@rfsnc.org.

Proposals should be delivered in a sealed envelope plainly marked "Resources for Seniors Adult Day Care/Adult Day Health RFP" or this statement should be used in subject line of proposal submitted via email. The proposers' names will be recorded and listed; however, the proposals will not be public record until an award is made.

**II. Late Proposals**

The closing proposal date is **June 8, 2020 at 5 pm**. Late bids will not be accepted under any circumstances.

**III. Definition and Context**

Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular.

**IV. Conditions of Proposal Submittal**

- A. All proposing firms shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejections of the proposal. However, Resources for Seniors (the Agency) reserves the right to change the conditions, requirements, and specifications as it deems necessary.
- B. The proposal must be signed by a duly authorized official of the proposing company submitting the proposal.
- C. No proposal will be accepted from any person, company, or corporation that is in arrears for any obligation to the agency, or that otherwise may be deemed irresponsible or unresponsive by agency staff or the Board of Directors.
- D. Only one proposal will be accepted from any person, company, or corporation.

- E. The Agency reserves the right to reject any and all proposals or any part thereof and to award the contract to the most responsive and responsible proposing companies as deemed in the best interest of the Agency.
- F. All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material. Promotional material will not be considered as part of the bid and will not affect the evaluation of the bid.
- G. All costs, including travel and expenses, incurred in the preparation of this bid shall be borne solely by the proposing company.
- H. The Agency reserves the right to request additional references.
- I. The Agency will not return to proposing firms proposals or other information supplied to the Agency.
- J. The Agency reserves the right to order additional quantity or extend the awarded service for a period of one year on the same proposal specification. In the event the year model or service changes, the Agency reserves the right to accept the newer year at the same or better pricing.
- K. Resources for Seniors seeks a minimum of three responsive proposals for evaluation. Should there be less than three (3), the RFP may be let a second time. The Agency reserves the right to award on less than three proposals, and will identify the acceptable number of subcontractors based on funding levels and service needs. The targeted number of individual site providers is 4-8.

## **V. Evaluation of Proposal**

A selection will be made on the basis of the proposals received. The providers selected for the award will be chosen on the basis of the benefits to the Agency and not necessarily on the basis of lowest price. All proposals will be evaluated by a team assembled on the recommendation of the Agency's Executive Director. The committee shall make the final determination of the companies selected.

The Agency reserves the right to reject any or all proposals or any part thereof and to select the most responsive proposal that is deemed in the best interest of the Resources for Seniors and its service clients. No proposals will be accepted from any person or organization that is in arrears for any obligation to the Agency, or that otherwise may be deemed irresponsible or unresponsive by Agency staff.

The Agency reserves the right to enter into an agreement with another proposing vendor(s) in the event that the originally selected vendor fails to execute a contract with the Agency or defaults on their contract.

The Agency reserves the right to negotiate with any, none or all of the proposing vendors. No agreements with any selected vendor shall be binding until a contract is signed and executed by the Agency and authorized representatives of the vendor.

## **VI. Evaluation Criteria**

The recommendation will be based on the proposals which best meets the Agency's needs taking into consideration a number of criteria, including:

- A. The degree to which the proposal meets or exceeds the terms of the specifications as advertised, including insurances, licenses and assurances.
- B. Past performance with the Agency, including responsiveness to the needs of the Agency both in the time to deliver and services to be offered.
- C. Perceived ability to provide quality service.
- D. Projected and demonstrated average time from receiving client referral to actually providing aide service in the home.
- E. Ability to adhere to stated daily rates based upon service level.

## **VII. Proposal Preparation and Information**

- A. Proposals submitted shall contain all information as requested herein, and any additional information necessary to summarize the overall benefit of the bid to the Agency.
- B. Proposals shall include the following:
  1. A cover letter shall be provided that states the name, address, and telephone number of the proposing company. The letter must bear the signature of the person having the authority to make the bid for the company and bind the company in a formal contract with Resources for Seniors.
  2. The cover letter must state that the vendor has reviewed the scope of work, contracting requirements, and pricing, and that they are prepared to attend a proposal interview by the Agency (new providers only attend a proposal interview for FY19.)
  3. Submission of a bid shall be taken as an indication that the proposer has full knowledge of the scope, nature, quality, and quantity of the work to be performed, and the detailed requirements and conditions under which the service is to be provided. This would include a working knowledge of the State standards and policies and procedures for Adult Day Care services under the Home and Community Care Block Grant found at <https://www.ncdhhs.gov/assistance/adult-services/adult-day-services> covering such areas as provider competency, assessment and service planning, service priorities, and documentation and quality assurance.
  4. Monitoring of this service will be done in accordance with requirements and guidelines set forth by the North Carolina Division of Aging and Adult Services, at <https://www.ncdhhs.gov/daas-programmatic-monitoring-tools>.

## **VIII. General Requirements of Successful Proposing Companies**

Once an award by the Agency has been made, the successful vendor shall enter into a written contract with Resources for Seniors within twenty (20) days after notice of the

award for an effective date of service beginning July 1, 2018.

**IX. Inquiries and Corrections**

All inquiries relating to this request shall be addressed to:  
Resources for Seniors, Inc.  
Attn: Procurement Coordinator  
Resources for Seniors  
1110 Navaho Drive, Suite 400  
Raleigh, NC 27609, or to  
Kristen Brannock, at [Kristenb@rfsnc.org](mailto:Kristenb@rfsnc.org) 919-872-7933.

If a proposing company finds discrepancies in or omissions from the specifications or should require additional clarification of any part thereof, a written request for interpretation shall be submitted to the Agency's Executive Director. Any interpretation of or change made to the RFP will be made by written addendum to each proposing company and shall become part of the request for any contract awarded. The Agency will not be responsible for the accuracy of any other oral explanations, interpretations, or representations. All inquiries shall be made in writing and all responses will be provided in writing (which might be in the form of an email and/or posted on the Agency's website. To be given consideration, inquiries must be received at least five (5) calendar days prior to the date established for the opening proposal. It shall be the responsibility of each proposing company to verify that every addendum has been received prior to submitting proposals.

**Purpose of the RFP for Adult Day Care Service**

The Contractor(s) will offer Adult Day Care and/or Adult Day Health services to between 1 - 40 older adults in Wake County for the fiscal year beginning July 1, 2018. The adult day services include all required elements of daily care, as per Home and Community Care Block Grant or State Adult Day Care Fund requirements. The Contract may also cover respite services as approved and arranged by the Agency. Approved vendors will be recorded on a vendor list, but all client assignments will be a matter of client choice. As a result, there is no minimum or maximum guaranteed service level.

**SCOPE OF WORK**

The Contractor is expected to assist older adults by providing tasks essential to activities of daily living, recreation/socialization, nutrition and certain medical tasks (as applicable) required under funding standards.

**The daily reimbursement rate for Adult Day Care is \$33.07 and Adult Day Health is \$40.00. All vendors must provide services included in the Scope of Work for these rates.**

The Contractor is obligated to provide these Adult Day Care services for the Agency in accordance with the requirements of the N.C. Division of Health Service Regulation and the service policies and procedures of the NC Division of Aging and Adult Services found at

<https://www.ncdhhs.gov/assistance/adult-services/adult-day-services>

Potential vendors should review these standards carefully, as they include specific documentation requirements and other oversight provisions which will be discussed in the proposer's interview.

Provider agrees to:

- a. Provide the service(s) stipulated in this agreement as described and in accordance with applicable standards for the service(s).
- b. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met;
- c. Keep confidential any information about a client, which is shared by the Agency, or the client. Such information shall be shared only among the Agency and Provider staff who need to know in order to coordinate, manage, or deliver services to the client;
- d. Comply with all program requirements of the State of North Carolina Division of Aging and Adult service and Family Manual and, all applicable accrediting standards and any other standards or criteria established by the Agency to assure quality of services;
- e. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirement imposed by or pursuant to the regulations issued pursuant to that Section and the provisions of the Americans with Disabilities Act of 1990, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds;
- f. Comply with the terms of the Business Associate Agreement which will be reviewed at the proposer's interview
- g. Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to that Title;
- h. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services (DSS-5027) for each client determined to be eligible by the Agency and authorized by the Agency for service(s) provided under this agreement.
- i. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Provider or any of its officers, employees, agents, or representatives.
- j. Accepts responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this agreement.
- k. Agrees to retain all books, records and other documents relevant to this agreement for three years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Agency shall have the right to examine any of these materials. In the event the Provider dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the agency.

The Contractor must comply with all relevant local, state, and federal laws and requirements. The Contractor must not have any experience during the past three (3) years where it has been suspended or debarred from the receipt of federal or state funding and must have paid its required taxes on a timely basis.

The Contractor must be prepared to conduct a quarterly reassessment for each Agency-sponsored client completed by an appropriate professional. At a minimum, each assessment/reassessment should address the client's physical health, ADL/IADL functioning, social support status, mental/emotional functioning, economic status and living environment.

The Contractor is to provide an updated plan of care for each client on an annual basis, based on a full reassessment completed by an appropriate professional, and after a hospitalization and whenever a change in plan or services is indicated by the client's condition. The plan of care must include a signature of the client or client representative and registered nurse signature. The detailed care plan must identify client goals, level of care and services to be performed, frequency of service provision, anticipated duration of the service, client safety and restrictions, as appropriate, and conditions for continuing or discontinuing the service.

The Contractor is expected to accept any new clients referred by the Agency, without regard for race, sex, age, illness, disability, or religious beliefs, except in the circumstance that the provider believes the client poses a risk to the provider's employees or exceeds the provider's ability to provide services safely. In the event there is conflicting opinions regarding endangerment or risk, a mutually agreed upon third party will be retained to render a decision.

The Contractor will consult with the appropriate Agency personnel before altering any services to Agency-sponsored clients or whenever services cannot be provided as outlined in the plan of care. In the event that the Contractor is not able to provide all services due, consultation with Agency personnel is necessary to determine priority of clients to be served.

The Contractor will provide on a monthly basis to the Agency an invoice and supporting documentation for Adult Day Care / Adult Day Health/ Respite services, including the total hours of services provided, in a manner acceptable to the Agency. The Contractor must provide these reports by the 1<sup>st</sup> business day of the month following the close of the service period. Resources for Seniors reserves the right to not reimburse hours if the service is provided by an unqualified worker and/or in a manner that does not comply with the contract requirements.

The Contractor must maintain appropriate client files and employee personnel files at its licensed branch or main office and allow inspection of said files by the Agency and/or its funders as necessary to evaluate service compliance.

The Contractor must provide insurance coverage within limits mutually agreeable to both parties, \$1,000,000 minimum, with coverage for worker's compensation, comprehensive general liability, business auto liability (if applicable) and professional error and omissions liability. The contractor must provide an assurance of the adequacy of its insurance coverage at the proposal interview.

The Contractor will agree to protect, defend, identify and hold the Agency, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly

or indirectly out of its work for the Agency. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

#### ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY CLAUSE

The Contractor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability; will take affirmative action to insure that applicants and employees are treated during their employment without regard to their race, religion, color, sex, national origin, or disability.

Such actions shall not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor is expected to abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended, and the American Disabilities Act laws and regulations.