



**Request for Proposals
for
In-Home Aide Services**

Proposals Will Be Received Until

12:00 Noon, Tuesday, September 10, 2019

**By The City of W-S/Forsyth Co. Purchasing Department
In Room 324 City Hall Building
101 North Main Street
Winston-Salem, North Carolina**

Mandatory Pre-Proposal Conference

will be held at

1:00 PM, Monday, August 26, 2019

IN

**ROOM #16 – CITY HALL BUILDING, 101 N. MAIN STREET
WINSTON-SALEM, NORTH CAROLINA**

The purpose of this conference will be to review the contract specifications for **In-Home Aide Services** to be provided to Forsyth County (the County) on behalf of its Department of Social Services (FCDSS).

Pre-Proposal Conference attendance is mandatory if you plan to submit a proposal. Further details of the County's requirements will be addressed at this time.

Proposals will be received until 12:00 Noon, Tuesday, September 10, 2019.

Jerry Bates
City/County Purchasing Director

ADVERTISEMENT FOR BIDS

Sealed proposals endorsed “**In-Home Aide Services**” to be furnished to Forsyth County will be received by the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, N.C. **until 12:00 Noon, Tuesday, September 10, 2019.** To obtain the complete proposal document or receive instructions for submitting proposals contact Jerry Bates via email jerryjb@cityofws.org, phone 336-747-6939, or visit the Purchasing Department at same location from 8:00 A.M. to 5:00 P.M. Monday through Friday. The County reserves the right to reject any and/or all proposals, bids, to waive informalities in the bids, and to choose the bid that is in the best interests of the County.

A **Mandatory pre-proposal conference** will be conducted in Room 16, City Hall Building, 101 North Main Street, Winston-Salem, N.C. **beginning at 1:00 PM, Monday, August 26, 2019.** Prospective proposers must attend or be represented at the Pre-Proposal Conference if you plan to submit a proposal. Further details of the County’s requirements will be addressed at this conference.

Jerry Bates
Purchasing Director

This document **IS NOT** the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.

INSTRUCTIONS TO PROPOSERS

INTRODUCTION:

This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

RFP Response Submission

All proposals shall be returned in a sealed container or opaque envelope containing one original proposal (**please mark document as original**) showing original signatures and seals and two (2) printed copies marked **In-Home Aide Services**. Proposals must be submitted to the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC, until **12:00 Noon, Tuesday, September 10, 2019**. **Late proposals will not be considered**. Submittals **will not be accepted by fax or electronic mail**.

The County will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other County employee or Forsyth County elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

Proposer Questions and Inquiries

Proposer Questions and Inquiries relative to this RFP must be submitted **in writing only by 12:00 Noon, Wednesday, September 4, 2019**, to Jerry Bates, City/County Purchasing Director, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: jerryjb@cityofws.org (**Email is preferred**), Fax: (336) 727-2443. The County will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the County may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

► All proposals must include a signed acknowledgement of any addendums issued.

FORSYTH COUNTY ON BEHALF OF ITS DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR PROPOSALS

IN-HOME AIDE SERVICES

TERMS AND CONDITIONS

- The County reserves the right to hold proposals open for a period of ninety (90) days after due date before making awards.
- It is the policy of the County that a County employee, officer or agent of the County may not participate in personal services or construction in which a contractor or subcontractor, or any member of his/her immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.
- A Successful Bidder shall comply with the provisions of the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations issued pursuant to that Section, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds; the Americans with Disabilities Act; the Educational Amendment of 1972 under Title IX, in particular Section 901 of such Act; Titles VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to those Titles. A Successful Bidder shall comply also with The Personal Responsibility and Work Opportunities Reconciliation Act of 1996 that states that no federal funds may be expended for sectarian worship, instruction, or proselytization. By submitting a proposal, a Successful Bidder agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of or connected with the failure of the Bidder, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the aforementioned regulations or the rules and regulations issued thereunder any or all of same.
- A Successful Bidder may be required to execute the following agreements and certifications, a copy of which is attached hereto and incorporated herein by reference:
 - Certification Regarding Lobbying (2 pgs)
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (1 pg)
 - Business Associate Addendum (4 pgs)
 - Agreement with Respect to Language Access Policy for Persons with Limited English Proficiency (6 pgs)
 - No Overdue Tax Debts Statement (1 pg)
 - Conflict of Interest Policy Statement (2 pgs)
- Bidders may submit proposals to provide any or all of the services described in Section 1.3 herein to any number of individuals up to the approximated number of individuals specified.
- Bidders must describe all activities that are a part of the services to be provided.
- Bidders may be asked to provide written answers to clarify aspects of their proposal.
- No capital purchases shall be included in this RFP. All equipment, tools, materials, or supplies required to provide contracted services shall be supplied by the Successful Bidder.
- The County assumes no liability for expenses incurred by Bidders resulting from response to this Request for Proposal.

- Any organization, including faith organizations, non-profits, and for-profit organizations are eligible to apply.
- This RFP is not in itself an offer of work nor does it commit Forsyth County to fund any proposals submitted.
- All materials submitted in response to this RFP will become the property of Forsyth County. Proposals not in compliance with the requirements specified herein or submitted after the deadline will not be considered under the review process.
- This RFP is issued by Forsyth County Department of Social Services, which is responsible for evaluation and selection of the bid(s). Award notices to Successful Bidders are tentative, pending approval by the Forsyth County Board of Commissioners and/or the Forsyth County Manager.

This document **IS NOT** the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.

1.0 GENERAL INFORMATION

1.1 RFP PURPOSE: This Request for Proposal (RFP) provides interested applicants (Applicant/Provider) with the information necessary to prepare and submit proposals to Forsyth County (the County) on behalf of its Department of Social Services (FCDSS). This document sets forth the requirements, expectations, and process that applicants must follow in order to be considered for a Contract with the County. Applicants must describe all activities that are a part of the services to be provided. No capital purchases are included in this RFP. The County may award one or more contracts for the services specified herein. The County is seeking proposals from qualified private IN-HOME AIDE providers for rendering In-Home Aide services for individuals authorized by FCDSS for named services.

1.2 AUTHORITY: Proposals in response to this RFP and any Contracts awarded in connection with this RFP shall be governed in accordance with all applicable federal, state, and local laws and regulations.

1.3 SCOPE OF SERVICES:

Services provided will include 041 Level I and 043 Level III Home Management Services. Specifications of Service Provision will include the following:

1. Forsyth County DSS will:

- a. Conduct client assessments of need and eligibility and will provide In-Home Aide contracted providers with client Service Plan and scheduling as well as a copy of the DSS 5027 Client Entry Form. As Service Plans change, Forsyth County DSS will provide updated documents to contracted provider.
- b. Conduct monitoring of service provision and case records no less than annually.
- c. Conduct monitoring of contract no less than annually.

2. The Contracted Provider will:

- a. Provide Level I and Level III Home Management Services, as defined by the *NC Division of Aging and Adult Services In-Home Aide Services Policies and Procedures Manual* and ensure necessary services are completed as authorized and Aide training and supervision are conducted as indicated. (See Home Management criteria and tasks below). Services to be provided Monday through Friday, 8:00 a.m until 5:00 p.m. (excluding County Holiday closures).

2019 County Holidays include:

New Year's Day

Martin Luther King, Jr. Birthday

Good Friday

Memorial Day

Independence

Day

Labor Day

Veteran's Day

Thanksgiving (2 days)

Christmas (3 days)

County Holiday dates will be provided annually

In-Home Aide Service – Level I

Home Management

1. Client is self-directing, medically stable, and has at least one instrumental activity of daily living (IADL) impairment.

Tasks:

- Pay bills as directed by client
- Provide transportation for medical appointments/shopping
- Clean/care for clothing: ironing, simple mending, laundering
- Do basic housekeeping tasks: sweeping, vacuuming, dusting, mopping, dishes
- Make un-occupied bed
- Recognize/report changes in health/environment
- Identify medications for client
- Provide companionship/emotional support
- Prepare simple meals
- Shop for food from verbal or written instruction
- Observe/report symptoms of abuse, neglect, illness, etc. to proper professionals

In-Home Aide Service – Level III

Home Management

1. Client has moderate limitations in cognitive and/or psycho-social functioning, but has potential for partial/total IADL and/or home management functioning.

OR

2. Client has severe IADL impairment (more than 4)

Tasks:

- Demonstrate securing and caring for household furnishings
- Teach basic sewing/use of sewing machine
- Demonstrate how to plan for a move, locate housing, and organize moving activities
- Teach/reinforce housekeeping methods, home safety, energy conservation, and sanitation skills.
- Teach/reinforce personal hygiene and self-care, reinforce sound health care practices and personal safety techniques.
- Take/accompany to medical appointments; reinforce special diet routines; monitor treatment plans
- Teach/reinforce household budgeting and planning skills; teach proper use of credit
- Demonstrate/reinforce comparison shopping and good consumer practices with food, clothing and furnishings
- Teach/reinforce management of time and resources, including work simplification techniques
- Teach/reinforce appropriate food handling and cooking skills
- Monitor/reinforce family progress on protective service plan goals

b. Not provide or bill for any services performed, other than what has been specified on the Service Plan.

c. Provide units of In-Home Aide service annually (unit equals 1 hour) based on Home and Community Care Block Grant submission.

d. Ensure adequate staffing levels in order to fulfill contract billing/units of service parameters. Average number of clients is 175 to 200, providing an average of 8 units/hours of service per month. Total units/hours annually will average 16,800 to 19,200 based on annual funding availability.

e. Provide transportation, as required per individual's service plan. Mileage should be factored into the provider's unit rate.

- f. Provide prior written notification (email will suffice) within 24 hours to DSS Social Worker in the event of a temporary change in schedule (ex. recipient of services cancels services for the day, is not home at the time the service is to be provided, has a temporary hospital stay or illness, etc.), Aide assignment (ex. regularly assigned Aide is unavailable for the day or short period of time), Service Plan (ex. authorized service was not/will not be performed for the day or short period of time but overall Service Plan is will not change) or any changes in recipients situation, issues, problems which may arise.
- g. Provide prior written notification within 24 hours to Forsyth County DSS of a request for a permanent change in the client's Aide assignment, Service Plan or schedule. Ensure Forsyth County DSS has provided written approval in the form of an updated Service Plan.
- h. Ensure all services are provided in a competent and professional manner acceptable to Forsyth County DSS and according to Forsyth County's WeCare Principles of: Integrity, Awareness, Accountability, Respect, and Excellence.
- i. Allow Forsyth County DSS access to records and agency on-site visits for the purpose of monitoring performance. Formal Contract monitoring occurs at least annually and more often if deemed necessary by Forsyth County DSS. Monitoring may include review of agency eligibility to provide In-Home Aide Services, service provision according to DAAS Policies In-Home Aide Policies and Procedures, documentation of staff competency, testing, demonstration of proficiency, and on-going training, Aide supervision documentation as required and unit verification.
- j. Maintain confidentiality of any information about a client which is shared by Forsyth County DSS or the client except for those individual staff persons who need information in order to provide services. Physical records must be stored in a locked area or container.
- k. Ensure provision of services to certified eligible recipients without regard to race, color, religion, sexual orientation or national origin. Ensure the same quality of services as would be rendered to private customers.
- l. Provide each employee with an identification badge giving the name of the Company/Contractor and the name of the employee. Employees will need identification badges on their person during service provision.
- m. Provide to the Forsyth DSS an emergency contact name and number, reachable 24 hours per day.
- n. Report to appropriate authorities and Forsyth County DSS any cases of suspected theft of the client's personal property.

1.4 SERVICE REQUIREMENTS

A. PROVIDER SAFETY REQUIREMENTS:

1. Licensed In-Home Aide: All aides must be at least 18 years of age and properly licensed by the Department of Human Resources as a home care agency, or accredited through one of the following accreditation organizations, or other entities recognized by the Department of Human Resources or the North Carolina Medical Care Commission:
 - North Carolina Accreditation Commission for In-Home Aide Services
 - National HomeCaring Council
 - Joint Commission of Accreditation of HealthCare Organizations (Home Care accreditation)
 - National League for Nursing.
2. Alcohol and Drug Testing: Provider must participate in a random alcohol and drug testing program. The provider is obligated to pay for the alcohol and drug testing program.
3. Background Checks: Provider must perform criminal background checks on all personnel who work directly with recipients through the North Carolina Law Enforcement Division or, if not a resident of North Carolina for at least 5 consecutive years, the National Crime Information Center (NCIC) prior to employment and every three years thereafter. Conviction, guilty plea or plea of no contest to any of the

following is grounds for disqualification from working directly with recipients covered under this Agreement if committed within the 10 year period preceding the date of the background check: 1.) Murder, 2.) Rape or aggravated sexual abuse, 3.) Kidnapping or hostage taking, 4.) Assault inflicting serious bodily injury, 5.) A federal crime of terrorism, 6.) Unlawful possession, use, sale, distribution, or manufacture of an explosive device, 7.) Unlawful possession, use, sale, distribution, or manufacture of a weapon, 8.) Elder abuse/exploitation, 9.) Child abuse/exploitation, 10.) Illegal sale or possession of a Schedule I or II controlled substance, 11.) Conspiracy to commit any of the above.

4. Record Documentation: Provider must ensure to maintain records documenting the following and provide to FCDSS if requested:

- Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
- Alcohol and Drug Testing policy which meets the hiring requirements set forth by Forsyth County Government.

1. **PROVIDER PERFORMANCE REQUIREMENTS:**

1. Have In-Home Aide services in place within 5 working days of receipt of a referral from Forsyth County DSS.

2. Report by spreadsheet and invoice to Forsyth County DSS by the 10th of the month following the month of service:

1. Client names
2. Client ID number
3. Units of service rendered
4. Dates of units of service
5. Rate of units of service.

- Maintain appropriate program records and client case files that document the provision of services and maintain a valid authorization for services for each client determined to be eligible by the Forsyth County DSS. Ensure these records are kept in a secured area to maintain confidentiality. Ensure these records are kept and not destroyed until you receive written authorization from Forsyth County DSS. Ensure these records are accessible by Forsyth County DSS.
- Accept reimbursement from the Forsyth County DSS as payment in full and will not charge Medicaid, Private Insurance or the recipient for In-Home Aide services rendered.
- Provide on-site supervision of Aides according to the NC Division of Aging and Adult Services In-Home Aide Services Policies and Procedures Manual.
- Not allow other persons except the Aide on the client's premises without prior approval from designated Forsyth County DSS staff.
- Not allow any use of equipment or personal property of the client by the Aides for personal use.

1. **PROVIDER DISCLOSURE OBLIGATION:**

1. Providers are obligated to provide names of all owners, managers, and management entities.
2. Providers are obligated to disclose the names of any individual who has ownership or control interest, or is an agent or managing employee, who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or CHIP since the inception of those programs.

3. Providers are obligated to furnish, within 35 days of the date on a request, full and complete information related to business transactions about:

- a. The ownership of any subcontractor with whom the vendor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
- b. Any significant business transactions between the vendor and any wholly owned supplier, or between the vendor and any subcontractor, during the 5-year period ending on the date of the request.

D. OTHER PROVIDER OBLIGATIONS:

1. Providers are obligated to report any changes such as insurance provider, business ownership or management.
2. Providers are obligated to allow monitoring of records to ensure all contract requirements are met. This includes on-site monitoring
3. Providers are obligated to report all cancellations on a daily basis
4. Providers are obligated to record all beneficiary complaints which deal with matters in the vendor's control, including the date that the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
5. Providers are obligated to have written policies and procedures regarding how aides handle and report incidents, including client emergencies or service delays,

G. OTHER PROVIDER SERVICE REQUIREMENTS:

1. Provider must ensure the maintenance of sufficient staff to deliver the agreed upon services.
2. Provider cannot use independent contractors for services. All In-Home Aides must be employees.
3. Expectation that priority be given to hiring current FCDSS in-home aides, if all hiring requirements are met.
4. Provider must attend scheduled or requested meetings with DSS to discuss problems, procedures and/or needed adjustments to service delivery.

1.5 PROPOSAL CONTENT and CRITERIA

All materials submitted in response to this proposal will become the property of Forsyth County. Responses to this RFP must correlate with the alphanumeric characters in the RFP. Each item in the RFP should be addressed in Applicant's proposal. An original and two (2) copies of the complete proposal for this contract must be submitted in a sealed envelope and must contain the following:

1. A transmittal letter signed and dated by an individual authorized to bind the bidder legally must accompany each proposal. Evidence must be submitted showing the individual's authority to bind the bidder. The transmittal letter must bear the name of the firm.
2. A cover sheet that includes the applicant's identification information including business mailing address, phone and fax numbers, person(s) to be contacted, and Federal Tax ID Number. The cover sheet should also specify which service(s) the proposal includes.
3. A brief (not to exceed 5 double-spaced pages) narrative that describes:
 - A history and overview of the Applicant agency
 - Number and location of local and headquarter offices
 - Agency's experience in providing services requested
 - Agency's mediation procedures for customer complains
4. Fee Schedule: Applicants should provide proposals based on a unit flat rate (Unit equals one hour). Mileage should be factored into the provider's unit rate.

5. Copy of last fiscal year audit. If the provider is a new firm, a letter from the head of the organization must be included stating that an audit will be provided upon completion of the contract.
6. The names of three references, each including a specific contact name and phone number. References should be able to attest to the ability of the applicant to provide the services requested with evidence the services have been provided for an agency similar in nature and size with similar State requirements. No FCDSS employees may be used as references.
7. Other information that a bidder believes to be pertinent but not specifically requested elsewhere in this Request for Proposal.
8. The proposal must be typed in a 12-point font. The proposal should be organized in accordance with the selection criteria noted in Section 5.0.

Proposals not in compliance with these requirements or submitted after the deadline will not be considered under the review process.

1.6 TERM OF CONTRACT:

The initial term of any contract offered would be from date of award through June 30, 2020. Bid terms reserve the right for the County Commissioners and FCDSS to extend each contract for (1) one additional one-year period through June 30, 2021 subject to agreement by both parties and funds are made available for the purpose. The Contractor may request price increases in writing annually by April 15th immediately preceding contract expiration.

A request for a price increase must include justification documentation to substantiate the request. Any contract extension is subject to the continuation of usage and availability of funds.

1.7 PAYMENT:

Billing to the county will be on a monthly basis via email by the 10th day of the month following the month of service. Provider’s monthly invoice shall be accompanied by a spreadsheet that contains:

1. Client names
2. Client ID number
3. Units of service rendered
4. Dates of units of service
5. Rate of units of service

Following contract approval, the county will pay all invoices for documented fees and charges within thirty (30) days of receipt of Provider’s invoices.

However, FCDSS maintains the right to make changes in the invoice process as deemed necessary by the agency.

1.8 SCHEDULE OF ACTIVITIES:

The events leading to the consideration of an award of a contract associated with this RFP are as follows (subject to changes):

Proposers Conference	1:00 PM, August 26, 2019 (EST)
Deadline for Questions	12:00 Noon, September 4, 2019 (EST)
Addendums Issued (if necessary)	By September 5, 2019
Proposals Due	12:00 Noon, September 10, 2019 (EST)
Work Start Date	Anticipated November/December, 2019

1.9 PROPOSAL DEADLINE:

Proposals will be received until 12:00 Noon, Friday, September 10, 2019 as follows:

<u>By Mail:</u>	<u>By Hand:</u>
Jerry Bates	Jerry Bates
Director	Director
City/County Purchasing Office	City/County Purchasing Office

1.10 ORAL PRESENTATION:

Bidders may be asked to provide oral answers to clarify aspects of their proposal.

This document **IS NOT** the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 SOLE POINT OF CONTACT:

No questions regarding this RFP will be answered by FCDSS staff. Questions concerning this RFP should be provided in writing prior and directed to:

Jerry Bates, City/County Purchasing, P.O. Box 2511. Winston Salem, NC 27102
jerryjb@cityofws.org (**Email is preferred**) Ph: (336) 747-6939 Fax: (336) 747-9277

2.2 RESPONSE EXPENSE:

The County assumes no liability for expenses incurred by Providers resulting from response to this Request for Proposal.

2.3 COMPENSATION TO THE SELECTED BIDDER:

The selected bidder will be compensated for providing the specified services at the rates, terms, and conditions established in the signed contract.

3.0 INFORMATION REQUIRED FROM THE BIDDER

3.1 BIDDER'S QUALIFICATIONS:

The proposal must contain any documents and other information the bidder deems necessary to demonstrate fully its qualifications and allow the County to evaluate its ability to provide the service.

3.2 SUBCONTRACTING:

The selected Providers shall not subcontract any part of the contracted services after award of the contract without written approval of Forsyth County. The selected Providers will require all subcontractors to comply with all provisions herein. Notwithstanding, the selected Providers will be held liable for compliance with all duties and functions required by the contract, whether performed by the Provider or an approved subcontractor. If considering using subcontractors, please include the number of subcontractors anticipated.

4.0 INSURANCE REQUIREMENTS

The Provider shall maintain for the duration of a contract, at its sole expense, the following insurance coverage:

Commercial Liability Insurance

1. The Provider shall maintain occurrence version Commercial General Liability Insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance:

a. Shall name Forsyth County, its officials, officers, and employees as certificate holder and additional insured, with respect to performance of the services of this contract. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.

b. Shall be primary with respect to insurance or self-insured retention programs covering Forsyth County, its officials, officers, and employees.

Business Automobile Liability Insurance

1. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles used to provide services under this Agreement.

Workers' Compensation and Employers' Liability Insurance

1. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.

Sexual Abuse and Molestation Insurance

1. The Provider shall maintain Sexual Abuse and Molestation insurance with limits no less than \$500,000 per occurrence / \$1,000,000 Aggregate (must be listed on the Certificate of Insurance as a separate line item showing limits).

2. Shall be primary with respect to any insurance of self-insured retention programs covering the County, its officials, officers and employees.

Crime Insurance

1. The provider shall maintain Crime Insurance coverage with limits of not less than \$50,000 per occurrence against the direct loss from dishonest or fraudulent acts committed by your employees.

Other Insurance Requirements

The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section, and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior notice to the County at: Forsyth County Risk Manager, 201 N. Chestnut St., Winston-Salem, NC 27101.

2. Provide certified copies of endorsements and policies, if requested by Forsyth County, in lieu of or in addition to certificates of insurance.

3. Replace certificates, policies, and endorsements for any such insurance that expires prior to the completion of services under this Agreement.

4. Maintain such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A: VII. Any alternatives to this requirement shall require written approval of Forsyth County's Risk Manager.

5. A contract must not be executed without a properly executed certificate of insurance evidencing all required coverage, including evidence of required additional insured.

BID REQUIREMENT: A certificate of insurance must be submitted with each bid. This certificate may be a sample. However, a contract will not be executed without a properly executed certificate of insurance evidencing all required coverage's, including evidence of required additional insurance.

5.0 DETERMINATION OF SUCCESSFUL BIDDER(S)

In awarding contract(s) for this service, the County will determine in its sole judgment the proposal(s) which is/are the most advantageous to the County, considering the price, performance, and all other factors listed in the RFP. The proposal will be rated on the following criteria:

- Compliance with the RFP Requirements
- Applicant's ability to best meet the criteria set forth in this RFP in Section 1.5 Service Requirements
- Applicant's ability to meet expectations of priority being given to hiring current FCDSS in-home aides
- Training, knowledge and skill of vendor's staff

- Cost-effectiveness
- Agency's experience in providing services to agencies similar in nature and size with similar State mandated requirements
- Sufficiency of the financial resources and financial ability of the vendor to enter into and perform the contract services

The Applicant(s) whose combination of these criteria is/are deemed to be in the best interest of the County will be recommended to the Forsyth County Commissioners as the successful Applicant(s). The County reserves the unqualified right to reject any or all bids.

6.0 CONDITIONS

6.1 BINDING CONTRACT/MODIFICATION OR WITHDRAWAL OF PROPOSALS:

A proposal in response to the RFP shall remain available for acceptance for a period of ninety (90) days from the bid opening date.

6.2 INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, the Applicant certifies the following:

- Prices in the proposal were developed independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Providers or with any competitor;
- Unless otherwise required by law, prices were not knowingly disclosed by the Applicant to others and will not knowingly be disclosed by the Applicant prior to bid opening; and
- No attempt has been made or will be made by the Applicant to induce any other person or firm to submit a proposal for the purpose of restricting competition.

6.3 DISCLAIMER:

All statistical and fiscal information contained in this RFP and its appendices, including amendments and modifications thereto, reflect the best and most accurate information available to the County at the time of RFP preparation but are not to be construed as a guarantee of future activities.

6.4 TERMINATION:

The contract will be subject to termination under any of the following conditions:

- Upon Notice: The County of Forsyth or the selected Provider may terminate the contract at any time with a thirty (30) day prior written notice to the other party.
- By the County for Cause without Notice: If the selected Provider fails to perform its obligation in a timely manner in accordance with the requirements of the contract.
- Failure of County to Pay without Notice: The contract may be terminated by the selected Provider(s) upon failure of the County of Forsyth to make appropriate payments for services duly provided and accepted by the County, if payment is more than thirty (30) days overdue.

6.5 REQUESTING ADDITIONAL INFORMATION:

The County reserves the right to request additional data, information, oral discussion, or presentation to support any written proposal or to clarify any aspect of any proposal.

This document **IS NOT** the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.