



Request for Proposal No. 2025-055

Adult Day Care and Adult Day Health Services

Due Date: July 8, 2025
Time: 10:00 AM Local Time
Submittal Location: Electronic Submission (Refer to Section 2.2)
Union County Government Center
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Submittal Conference

Date: June 18, 2025
Time: 2:00 PM Local Time
Location: Union County Government Center
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact:

Vicky Watts, CLGPO
Senior Procurement Specialist
704.283.3601
vicky.watts@unioncountync.gov

Contents

1	Notice of Advertisement.....	4
2	Submittal Details	5
2.1	PROPOSAL SUBMISSION DEADLINE	5
2.2	PROPOSAL SUBMISSION REQUIREMENTS	5
2.3	NON-MANDATORY PRE-PROPOSAL CONFERENCE.....	5
2.4	PROPOSAL QUESTIONS	5
2.5	PROPOSAL ADDENDUM	5
2.6	COMMUNICATION.....	6
3	Introduction	6
3.1	COUNTY	6
3.2	NOTICE OF FEDERAL FUNDING	6
3.3	PURPOSE	6
4	Project Overview	6
4.1	ELIGIBLE ENTITIES	7
4.2	REQUIRED LICENSURE/CERTIFICATION/CREDENTIALS	7
4.3	CONFIDENTIALITY	7
5	Scope of Work.....	7
5.1	ADULT CARE SERVICES.....	7
5.2	POPULATION TO BE SERVED	7
5.3	SERVICE LOCATION	8
5.4	PROGRAM REQUIREMENTS FOR ADULT DAY CARE SERVICES.....	8
5.4.1	<i>Documentation</i>	8
5.4.2	<i>Operating Schedule</i>	8
5.4.3	<i>Emergency and Disaster Planning</i>	9
5.4.4	<i>Facility</i>	9
5.4.5	<i>Program Content</i>	11
5.4.6	<i>Nutrition</i>	12
5.4.7	<i>Health</i>	13
5.4.8	<i>Social Services</i>	14
5.4.9	<i>Staffing Patterns</i>	14
5.4.10	<i>Staff</i>	14
5.4.11	<i>Admission Criteria</i>	15
5.4.12	<i>Assessment of Referrals</i>	15
5.4.13	<i>Investigations</i>	16
5.5	PAYMENT METHODOLGY	16
5.6	INVOICE.....	16
6	Detailed Submittal Requirements and Instructions	16
6.1	TERMS OF SUBMISSION.....	16
6.2	PROPOSAL FORMAT.....	17
6.2.1	<i>Section A – Cover Letter</i>	18
6.2.2	<i>Section B – Company and Qualifications</i>	18
6.2.3	<i>Section C – Service Approach and Implementation</i>	19
6.2.4	<i>Section D – Key Staff</i>	19
6.2.5	<i>Section E – Credentials</i>	19
6.2.6	<i>Section F – References</i>	19
6.2.7	<i>Section G – Required forms</i>	19
7	Evaluation Criteria and Selection Process.....	19
7.1	SELECTION PARTICIPANTS.....	19

7.2	EVALUATION SELECTION PROCESS	20
7.3	AWARD PROCEDURE	20
8	General Conditions and Requirements	21
8.1	TERMS AND CONDITIONS.....	21
8.2	CONTRACTUAL OBLIGATIONS	21
8.3	SUB-CONTRACTOR/PARTNER DISCLOSURE	21
8.4	EXCEPTION TO THE RFP	21
8.5	MODIFICATION OR WITHDRAWAL OF PROPOSAL	22
8.6	EQUAL EMPLOYMENT OPPORTUNITY	22
8.7	MINORITY AND SMALL BUSINESS PARTICIPATION PLAN	22
8.8	LICENSES.....	22
8.9	E-VERIFY	22
8.10	DRUG-FREE WORKPLACE	22
8.11	INSURANCE	23
8.12	INDEMNIFICATION	25
9	Appendix A – Proposal Submission Form.....	26
10	Appendix B – Addendum and Anti-Collusion Form.....	27

1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2025-055 Adult Day Care and Adult Day Health Services

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM Local Time on July 8, 2025.**

Union County, North Carolina, through the Division of Social Services, is seeking proposals from qualified Vendors to provide Adult Day Care and Adult Day Health Services in Union County. Adult Day Care and Adult Day Health Services offers supervised care in a protective setting for adults, 18 years and older, who are in need of supervision and/or care outside of the home for a portion of a 24-hour day.

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

The solicitation may be examined at the Union County Government Center, Procurement and Contract Management Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below:

1. Download the Solicitation Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

A Non-Mandatory, Pre-Proposal Conference will be held on **Wednesday, June 18, 2025 at 2:00 PM Local Time.** Representatives from Union County will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (vicky.watts@unioncountync.gov) no later than **June 24, 2025 at 3:00 PM Local Time.**

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest. Union County also reserves the right to award to multiple vendors. Service Providers are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received electronically by the Union County Procurement Department no later than **July 8, 2025 at 10:00 AM Local Time**, per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. The proposal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Select the solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal as one (1) complete document, and select submit. The maximum accepted size is 30 MB. A delivery notification email, from LF-Forms@co.union.nc.us, will be sent as your confirmation of receipt.

Paper submissions and/or email submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest, cancel this solicitation and award to multiple vendors.

2.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference will be held on **June 18, 2025 at 2:00 PM Local Time** at the Union County Government Center, 500 N. Main Street, Suite 709, Monroe, NC 28110. Representatives from Union County will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **June 24, 2025 at 3:00 PM Local Time**. The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. The email should identify the proposal number and title. All questions and answers may be posted as addenda on the Union County Website or the State of North Carolina eVP Website as indicated on the advertisement page.

2.5 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this RFP, or any

other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix B, Addendum and Anti-Collusion Form.

2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees or officials is permitted and may be grounds for disqualification.

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 257,682) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 NOTICE OF FEDERAL FUNDING

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principles, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

3.3 PURPOSE

Union County is seeking proposals from interested and qualified vendors to provide Over-the-Phone (OPI), Video Remote Interpretation (VRI) and written translation services for foreign language interpretation. These services are needed in order to ensure that the Department's limited English proficient customers are able to obtain access to available programs and benefits without barriers. The successful Vendor will demonstrate the capacity to provide foreign Adult Day Care and Adult Day Health Services using qualified personnel in the target languages identified within the applicable time constraints.

4 PROJECT OVERVIEW

Union County Department of Human Services has identified a need for Adult Day Care and Adult Day Health Services and is seeking a vendor who is prepared to assume the responsibility for providing these services while meeting federal and state guidelines and requirements.

The daily objectives of these services shall be to:

1. Help delay the need for institutionalization

2. Help prevent or remedy abuse, neglect, or exploitation
3. Help clients to be as independent and self-sufficient s possible
4. Give supervision or help during the day so they can continue to live at home or with relatives
5. Give respite to those in the caregiving role
6. Assist the caregiver with information and encouragement
7. Help meet the social, physical, mental, spiritual, and emotional needs of those in our care in a loving, gentle, and kind manner.

4.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who meet the following requirements:

1. Are legally authorized to conduct business within the State of North Carolina.
2. Possess a high degree of professional skill in the area of service described in this document.
3. Possess the skills needed to perform the services described in this RFP.
4. Meet the terms and conditions of the RFP.

4.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIALS

Vendors must comply with the minimum standards for The Division of Aging and Adult Services Manual that governs the Adult Day Care/Day Health Program procedures.

The programs are monitored by the Centralina Council of Governments. An onsite monitoring session is conducted bi-annually at the Division of Social Services. A DSS Adult Day Care Social Worker will visit the program at least once monthly to review the program's operation for compliance standards during the annual certification.

4.3 CONFIDENTIALITY

Proposers shall have procedures to ensure that no information or records about a client, or obtained from a client, is disclosed in a form that identifies the person without the informed consent of the person or of his or her legal representative. The selected Vendor must be compliant with HIPPA laws to secure confidential participant and program records.

5 SCOPE OF WORK

5.1 ADULT CARE SERVICES

Adult Day Care offers supervised care in a protective setting for adults who are in need of supervision and/or care outside of the home.

5.2 POPULATION TO BE SERVED

It is anticipated the 20 adults, sixty (60) years of age or older, through the Home and Community Care Block Grant (HCCBG) allocation, shall receive services which are targeted primarily to help clients delay the need for institutionalization. It is also anticipated that twenty

(2) adults 18 years of age or older shall receive these services through the State Adult Daycare Fund (SADCF) allocation. The number of participants are subject to increase and/or decrease based upon annual allocations.

5.3 SERVICE LOCATION

Adult Day Care services must be provided in approved facilities within Union County and surrounding area.

5.4 PROGRAM REQUIREMENTS FOR ADULT DAY CARE SERVICES

5.4.1 DOCUMENTATION

Vendors must comply with documentation requirements for the provision of Adult Day Care Services. These requirements include but are not limited to:

1. Completion of daily attendance records.
2. Completion of a written weekly plan which will outline the activities.
3. Completion of a written assessment on each client's physical, social, emotional adjustment to be completed within 30 days of enrollment.
4. Completion of quarterly assessments on each client.

5.4.2 OPERATING SCHEDULE

Vendors must provide a regular daily routine in accordance with the physical, mental, and emotional needs of the adults in care. Vendors must ensure:

1. The center will be open a minimum of 10 hours daily. This will include time periods for staff directed activities, free time, meals, and snacks. The program will provide day care 10 hours per day, from 7:00 AM to 5:00 PM p.m. Vendor must submit a proposed daily operating schedule.
2. Schedule will include periods for both indoor and outdoor activities.
3. Meals and snacks will be spaced at time intervals to accommodate the needs of adults being served.
4. Activity periods will be sequenced and timed to accommodate individual needs of the adults being served.
5. Staff planning and familiarity with the operating schedule will provide for adults to move smoothly from one activity period to the next.
6. The adults or caretaker relatives will be advised of the holiday schedule at the time of admission to the program and again one-week prior to the holiday.
7. The number of holidays must not exceed the number of days specified on the Union County DSS approved Holiday schedule. Additionally, any days

that the Agency is closed for Inclement Weather, the Vendor will not receive payment for the adult if he/she attends the Center.

5.4.3 EMERGENCY AND DISASTER PLANNING

Vendors must make provision for emergency and disaster planning for day care clients in accordance with Union County Emergency Management Services. Additional information can be found at the following link:

<https://www.unioncountync.gov/government/departments-a-e/emergency-services/emergency-management/licensed-and-long-term-care>

5.4.4 FACILITY

Vendors must provide a safe, clean, and orderly environment that allows opportunities for a variety of learning experiences and encourages socialization and involvement in the program. Vendors must also provide a day care environment that allows opportunities for a variety of learning experiences and encourages socialization and involvement in the program. In addition, Vendors are required to:

1. Plan the day care facility in such a manner that program activity objectives will be reinforced, and relevant information will be communicated to participants.
2. Ensure that the facility will meet all applicable North Carolina health and fire safety standards.
3. Ensure that the Fire Marshal and the local Health Department inspect the facility for compliance with such standards prior to program occupation of the facility. Inspection results must be posted in a prominent place in the facility. The facility must be re-certified yearly by the Fire Marshal or local fire department and the local Health Department. Procedures for building evacuation must be posted. All staff must be familiar with such procedures.
4. Ensure that both, the indoor and outdoor areas, equipment and furnishings must be clean and free of undesirable, hazardous, or unsanitary material and conditions.
5. Make adequate provisions for the safety and comfort of every adult. The facility must not have any barriers which would prevent services to handicapped individuals and must be accessible to the handicapped in the following respects: Elevators must be accessible to individuals in wheelchairs, bathroom doors must be wide enough for accessibility, and ramps must be provided at entrances.
6. Ensure that the facility shall have at least 35 square feet of activity floor space per day care participant excluding offices and halls.

7. Ensure that the facility will be clean and attractive in appearance. The space will be properly ventilated and well lighted. At least one area will be large enough to allow all participants to meet comfortably at one time.
8. Ensure that temperature of the facility will be maintained at a degree comfortable for the client. An inside room thermometer will be available. All heating and cooling equipment must be adequately protected so that participants cannot come in direct contact with them.
9. Ensure that bathrooms will be located conveniently for participants. At least one toilet and one lavatory will be available for each 15 persons. Regardless of enrollment, a minimum of two restrooms will be available.
10. Ensure that every bathroom door is designed to permit opening of the locked door from the outside in an emergency. The opening device shall be readily accessible to the staff.
11. Ensure that bathrooms are furnished with necessary personal supplies (toilet paper, paper towels, soap, etc.). Reserve some washcloths and cloth towels for use in emergencies.
12. Ensure that ground or first floor space will be used for client activity areas and required bathrooms.
13. Ensure that any area where steps are located have safety rails for participants.
14. Ensure that office space will be provided for storage of records and to provide privacy for conferences.
15. Ensure that floors will be of nonskid material and free of dampness and odors. All rugs will be nonskid.
16. Ensure that windows and door areas will be screened if used for ventilation.
17. Ensure that space will be available to isolate a sick or upset participant temporarily. This space will provide privacy for the participant, but will be in an area where staff may readily monitor the isolated individual. The arrangement of curtains or movable screens used to section off part of an activity area is not acceptable as isolation space.
18. Ensure that the facility will provide areas identified for different activities (i.e., rest, reading, games, workshop, etc.). These areas must be arranged in such a manner to allow for maximum independent action in order that participants may move about and choose activities, as they are capable without staff assistance.

19. Ensure that equipment and facility supplies will include a variety of materials to stimulate individual interest and encourage group activity, such as table games, magazines, books, puzzles, etc.
20. Ensure that facility furnishings will be of sufficient variety to assure the comfort and to meet the physical needs of all day care participants. Seating will be available for each participant.
21. Ensure that an adequate number of chairs, tables, dishes, and utensils will be available to accommodate total group mealtime and ongoing planned activities. Upholstered seating as well as table chairs will available.

5.4.5 PROGRAM CONTENT

Vendors must provide a program which meets the needs and interests of the (day care) group as identified through client input and individual needs assessments. Vendors must:

1. Provide opportunities for day care clients to participate in program planning.
2. Provide opportunities for each adult to increase to their maximum potential, their abilities to function in the areas of daily living and self-care.
3. Provide information about available community resources to day care clients.
4. Provide a variety of individual and group activities directed toward the above-stated goals. Activities must require some active participation by the participants in day care, not just television watching.
5. Develop a written weekly plan in advance describing daily activities during operating hours.
6. Ensure that the weekly plan will provide all adults the opportunity to participate in a minimum of five hours daily of planned activities. (This does not include lunch, breaks or free time.)
7. Provide information and activities related to:
 - a. Nutrition
 - b. Health
 - c. Recreational/leisure time activities appropriate for adults
 - d. Daily living skills applicable to age group, economic situation and existing handicaps
 - e. Physical exercises

- f. Education topics such as current events, history, and government for example.
- g. Provide a variety of opportunities for group socialization
- h. Involve clients in activities which assist the individual in maintaining, improving or preventing further deterioration of physical capabilities
- i. Ensure that the center will have space where participants may rest quietly and have equipment that will adequately serve that purpose. Efforts must be made to meet individual needs regarding time to rest

5.4.6 NUTRITION

Vendors must increase clients' knowledge about proper nutrition, food preparation, importance of eating regularly, importance of eating a balanced and medically appropriate diet, etc. Vendors must maintain and increase physical and /or mental functioning through the provision of nutritious and medically appropriate meals. Vendors must maintain or increase social or emotional functioning through provisions of meals in a relaxed atmosphere which encourages opportunities for interaction/socialization. In addition, Vendors must ensure that:

1. Staff will be observant for opportunities to discuss food, food preparation, good nutrition and eating habits.
2. Each client will receive a hot nutritious lunch supplemented by two snacks per day. The Vendor is required to prepare therapeutics diets if the client has a written prescription for such from a physician, physician assistant, or nurse practitioner
3. A variety of foods will be served in an attractive manner.
4. Weekly menus will be prepared one week in advance and posted so that clients and visitors may view them.
5. Mealtime will be a period of promoting meaningful staff/client and client/client interaction. Staff will be encouraged to eat with clients. Socialization should also be encouraged.
6. The local Health Department will approve all food preparation facilities and any resource from which food is delivered. If the center prepares food, the approval will be posted, along with the Health Department's Food Permit to serve food.
7. Special diets will be accommodated. Medical information will be on file in the client record to document medical instructions for special diet.

8. Temperature in the refrigerator will be kept below 50° Fahrenheit. Milk and other perishable foods must be kept in the refrigerator except during the time of preparation and serving.
9. Garbage and rubbish will be stored in containers with tight fitting covers. Garbage must be removed from the building daily and the garbage cans must be washed and sanitized frequently.
10. Drinking water will be from a source approved by the Public Health Department and supplied by sanitary means. It will be located in or near the rooms usually occupied by participants.

5.4.7 HEALTH

Vendors must identify special health needs or existing health problems. Vendors must provide for staff persons trained in first aid procedures to be available at the center during program hours. Vendors must include day to day observation of each adult's general health as an ongoing staff responsibility. Vendors must seek out community health resources available to meet client group needs. Vendors must also ensure each client's access to assistance in seeking out resources for individual health needs. In addition, Vendors must ensure that:

1. Staff will daily observe each adult for indications of new health problems.
2. Advance arrangements will be made for action to be taken in medical situations. If there are symptoms of communicable disease, the sick participant will be isolated.
3. Information will be on file in each adult's record regarding the person to be notified in an emergency situation, client's physician, address and phone number, client's diagnosis and other pertinent health problems.
4. A report on the physical status of the participant and a plan of care will be maintained on file at the program.
5. Concerns raised by observation related to an adult's mental, physical or emotional health will be noted in the case record and brought to the immediate attention of the responsible party and the DSS Social Worker.
6. Responsible part and DSS Social Worker will be advised of recommendations concerning continued participation in day care based upon staff observations of the client's mental, physical, or emotional health.
7. All suspected abuse, neglect or exploitation will be immediately reported to the responsible party and DSS Social Worker by phone or in person; a written report will follow within five days.
8. Staff will use universal precautions and will be trained in procedures.

9. An annual physical examination is required of each participant. Reports shall be maintained in the client's file.
10. A first aid kit and a telephone will be available in the facility.
11. Program staff will not administer medications; however water or fruit juice can be provided to help in swallowing.

5.4.8 SOCIAL SERVICES

Vendors must provide for ongoing assessment of each client's physical, social and emotional adjustment in order to identify changing needs. Vendors must assure client access to appropriate resources if supplemental services are necessary to meet special needs. In addition, Vendors must ensure that quarterly assessments will reflect staff observations of each client's participation and adjustment to the program. Staff must document identified special needs, and any follow-up action planned or taken.

5.4.9 STAFFING PATTERNS

The program must at a minimum, maintain the following number of staff who are directly involved with clients during hours of program operation. *This number is in addition to a program director.*

Program	Program Enrollment	Minimum Staff Requirement
Adult Day Care	1-8	1
Adult Day Health	1-5	1

Vendors must also ensure that:

1. At least two staff will be at the center during periods when clients are present. At least one of the staff present in the center at any time will be CPR certified and trained in first aid.
2. Auxiliary staff (kitchen/maintenance personnel, bookkeepers, etc.) whose primary responsibilities do not require direct involvement with clients will not be counted toward staff ratio requirements unless their job descriptions specify time periods when they have responsibility only for working with the clients.

5.4.10 STAFF

Vendors must ensure that for each position, the job responsibilities, educational, and experience requirements are appropriate and met. Vendors must also ensure that:

1. Two staff persons are CPR, and first aid certified.

2. Each employee has a physical examination completed within three (3) months prior to employment and every two years thereafter. A copy must be filed in the personnel records. A TB test is required. This will show all staff to be free of contagious disease and physically capable of meeting the responsibilities of their position. Volunteers counted as replacements for hired staff must also meet these requirements.
3. Adult Day Health requires a nurse to be available at all times as it is a medical model.
4. All members of the staff will be emotionally and physically fit to care for persons who have physical and/or mental limitations. They must be understanding, accepting, of even temperament, have common sense, and a sense of humor.
5. All staff and unsupervised staff must have a criminal history background check including fingerprinting. Fingerprinting is not a State requirement; however it is a County requirement. Fingerprinting must be performed by a certified company.
6. All staff must be either citizens of the United States or are in proper and legal immigration status that authorizes them to be employed for pay within the United States.
7. All staff must report suspected abuse, neglect, or exploitation of any day care client and cooperate in any investigation.

5.4.11 ADMISSION CRITERIA

Placement requests are received from the Crisis Assessment Unit or other DSS Social Workers. Potential clients are placed on an inquiry list maintained by the Adult Services Supervisor. As openings and funds become available, clients are referred to the in-home or Adult Day Care and Adult Home Care Social Worker to request service.

Vendor services are predicated upon the receipt of a written referral from the DSS certifying individual's current eligibility. If Vendor accepts a referral from the DSS, Vendor must have an acceptance service plan and be able to provide services to the client within five (5) working days.

5.4.12 ASSESSMENT OF REFERRALS

If the Vendor cannot accept a referral and provide service within five working days, the Vendor should notify DSS in writing of the referral's rejection.

5.4.13 INVESTIGATIONS

Cooperation and assistance in any investigations of compliance including allegations of abuse, neglect, or exploitation are required. All positions employed as a result of this RFP are mandated reporters of adult abuse, neglect, and exploitation and must report all such concern to DSS.

5.5 PAYMENT METHODOLOGY

A unit is considered a day of service. Reimbursement is based on a fixed rate regulated by the State of North Carolina: \$33.07 per unit for Adult Day Care and \$40.00 per unit for Adult Health Services. Vendors are not paid for holidays, hazardous weather, emergency situations, or any days that the program is not operational.

When a client has been absent for three (3) consecutive scheduled days, the vendor is required to contact the DSS Social Worker to determine if services are appropriate. If a client is absent for 10 consecutive scheduled days, the DSS will determine if services/termination of services are appropriate.

5.6 INVOICE

DSS shall be invoiced by the Vendor on a monthly basis for services rendered per client. Service dates and times are reconciled by DSS Administrative Assistant. The number of units are entered into Audit and Recovery Management Services (ARMS) and payments are distributed to Vendors.

6 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

6.1 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent’s materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order

enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

6.2 PROPOSAL FORMAT

The County desires all responses to be identical in format in order to facilitate comparison. While the County's format may represent a departure from the Offeror's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to Section 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Proposals must not exceed 25 pages, 8 1/2" x 11" with one (1) inch margins typed with Arial or Times New Roman font, and text size minimum of eleven (11) points. All proposals must include titles that correspond with the bolded sections and subsections to which the information pertains. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability.*

The RFP should include a response to each of the following criteria. **Failure to address each area could result in rejection of a proposal.** Please provide a table of contents in the format of the proposal requirements identifying each section and subsection. Include examples of procedures, reports, or other information where applicable.

The proposal should be organized and identified by sections using labeled titles:

- **Section A** – Cover Letter
- **Section B** – Company and Qualifications
- **Section C** – Service Approach and Implementation
- **Section D** – Key Staff
- **Section E** – Credentials
- **Section F** – References
- **Section G** – Required Forms

Omissions and incomplete answers may be deemed unresponsive.

6.2.1 SECTION A – COVER LETTER

The cover letter shall briefly introduce your firm, principal in charge, and area(s) of experience in which your firm is seeking consideration. Also, include the following:

- Expression of firm's interest in the work.
- Statement of whether firm is on register with the Secretary of State.
- Legal company name and DBA (if applicable).
- Corporate headquarters' address, phone number and Website address.
- Location Providing Service (if different from headquarters), address and telephone number.
- Required: Name of single point of contact, title, direct telephone number and/or extension and direct email address.
- Name of person with binding authority, title, address, direct telephone number and/or extension and email address.
- Provide Secretary of State ID number.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its Statement of Qualifications:

“The information contained in this RFP or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This RFP includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

6.2.2 SECTION B – COMPANY AND QUALIFICATIONS

This section provides each company with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other companies. Careful attention should be paid to providing information relevant to Union County's needs.

- Provide company history, and number of years in business under the current organizational name, structure and services offered.
- How many public sector (cities and counties) clients does your company have?
- Provide a management organization chart of your company including director and officer positions and names and the reporting structure.
- Explain how your organization ensures the personnel performing the services are qualified and proficient.
- Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the solicitation.
- List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the Vendor's organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.
- Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified herein.

6.2.3 SECTION C – SERVICE APPROACH AND IMPLEMENTATION

The Vendor must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the County what the Vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. This includes a daily operating schedule.

6.2.4 SECTION D – KEY STAFF

- Provide a list of staff, including job title and years of employment, who will perform the work on this project and indicate the functions that each will perform.
- Include educations background and related experience on similar projects.

6.2.5 SECTION E – CREDENTIALS

Provide proof of any permits, licenses, and/or professional credentials necessary to perform services as specified in this RFP.

6.2.6 SECTION F – REFERENCES

List three (3) client references with which you have had contracts currently or within the past three (3) years for this service. Please provide the following for each client:

- Name of Company/Government Entity
- Address
- Project Name
- Contact Name and Title
- Phone Number
- Email Address
- Length of Service

6.2.7 SECTION G – REQUIRED FORMS

Offerors must include signed copies of the following documents in this section:

- Appendix A – Proposal Submission Form (signed)
- Appendix B – Addenda Receipt and Anti-Collusion (signed)

7 EVALUATION CRITERIA AND SELECTION PROCESS

7.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.

3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

7.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Evaluation Criteria	Weights
Company Background and Experience	35%
Service Approach, Staff, and Implementation	50%
Compliance with Submittal Requirements	15%

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Evaluation Criteria	Weights
Proposed Approach, Implementation and Staff	65%
Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

7.3 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification.

The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole

discretion.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 TERMS AND CONDITIONS

The contract award may have an initial term of two (2) years with three (3) one-year renewal options at the County's discretion, pending annual budget approval.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

8.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the Proposal shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service.

8.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the proposal by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

8.4 EXCEPTION TO THE RFP

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section,

each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

8.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 120 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted.

8.6 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

8.7 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

8.8 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

8.9 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

8.10 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for

violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.11 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

- A. **WORKERS’ COMPENSATION**
(for any agreement unless otherwise waived by the Risk Manager)
Statutory limits (where contractor has three or more employees) covering all employees, including Employer’s Liability with limits of:
 - \$500,000 Each Accident
 - \$500,000 Disease - Each Employee
 - \$500,000 Disease - Policy Limit

- B. **COMMERCIAL GENERAL LIABILITY**
(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury Limit
 - \$5,000 Medical Expense Limit

- C. **COMMERCIAL AUTOMOBILE LIABILITY**
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)
 - \$1,000,000 Combined Single Limit - Any Auto

- D. **PROFESSIONAL LIABILITY**
(for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)
 - \$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

- E. POLLUTION LIABILITY INSURANCE
(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

- F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

- G. Builder's Risk
(for any agreement involving above ground construction projects)
Amount of Contract

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC

28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County Risk Management
500 N. Main Street
Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8.12 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, 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 in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

--Intentionally Left Blank--

9 APPENDIX A – PROPOSAL SUBMISSION FORM

RFP 2025-055 Adult Day Care and Adult Day Health Services

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and resubmit this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

10 APPENDIX B – ADDENDUM AND ANTI-COLLUSION FORM

RFP 2025-055 Adult Day Care and Adult Day Health Services

SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____
Name: _____
Title: _____
Email Address: _____
Signature: _____
Date: _____