

Request for Proposals
Buncombe County Health and Human Services
Family-Focused Residential Substance Abuse Treatment Programs, Fiscal Year 2022

I. Introduction

Buncombe County Health and Human Services invites qualified organizations to provide supportive housing for Child Protective Services involved families who are impacted by Substance Use Disorder (SUD).

II. Scope of Work

Provide safe, secure residential placement for women and their children who have co-occurring child maltreatment and substance use issues or who are pregnant and at high risk of future maltreatment because of substance use issues.

Provide staff or approved supervisors in the facility to monitor and ensure safety for children and residents, including ensuring there is no active substance use in the facility with a specific emphasis on safe sleep practices.

Ensure timely and consistent access to trauma informed, evidence based mental health and substance abuse treatment based on recommendations of a clinical assessment of need, including Medication Assisted Treatment (MAT) when it is medically recommended.

Host or participate in Child and Family Team meetings related to residents' Child Protective Services cases, as needed, per State policy and based on the needs of the family.

Host or participate in Leadership Team meetings with HHS and other collaborating agencies to problem-solve system barriers, address process issues, discuss outcomes and celebrate successes.

Offer evidence-informed life skills and parenting education support for residents.

Willingness to comply with any "certification" or "licensing" requirements necessary to create opportunity for federal or state funds to be used to cover the cost of this service.

III. Fiscal Provisions

Payment to the Contractor will be under the terms of an established contract at least through 6/30/2022. Applicants will need to complete a budget form, including proposed expenses for salary, administration, and client assistance. Contractors should consider daily cost of service and cost of reserved space.

IV. Application Information

Complete applications must be submitted online no later than 3:00 p.m., Thursday, December 17th to be considered. The online application can be accessed at this link:

<https://www.grantinterface.com/buncombecounty/Common/LogOn.aspx>.

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Proposals will be evaluated by a review panel assigned by the Director of Buncombe County Health and Human Services, who will make final award decision. The County will choose one or more applicants that best fit its needs.

Collaborative applications are welcome. One organization must be the lead entity with whom the County will contract for services if applicant is selected. Funds would be dispersed to collaborating organization(s) by the lead entity via sub-contract. The County would require a signed written agreement for the sub-contract. The lead entity would be responsible for ensuring all County contract requirements are met.

V. Application Questions

1. Organizational Capacity: What is the capacity of the organization to provide **Residential Support Services for Women in Recovery and their Children**? Please include past and current relevant experience, challenges encountered and how you intend to address those challenges, and clear evidence that the applicant has the organizational capacity to successfully carry out the programmatic scope of a contract resulting from this RFP.
2. Staffing: What is the proposed staffing plan? Include the level of training and professional credentials of the staff working directly with the proposed client population as well as linguistic and cultural competency of the staff. Indicate how these positions fit into the applicant's organizational chart.
3. Client Services: What is your proposed service delivery plan for **Residential Support Services for Women in Recovery and Their Children**?
4. Documentation & Data Collection: Describe the data collection and quality assurance measures that you use and how you will assure ongoing and effective tracking of contract requirements and outcomes. Include a description of databases and other technology utilized.
5. Community Collaboration: Describe your current collaborative activities among private and public entities, including coordination, referral, and/or other linkages maintained, and briefly describe how these relationships will be continued and how new relationships will be established.
6. Assessing Effectiveness: Providing these services regularly may be challenging. How will the applicant know that they are providing effective services to the population?
7. Proposed Budget: Describe your organization's financial capacity to perform the services as described in the application. Please attach a detailed 1-year budget indicating specific expenditures that link with the described scope of work and fiscal provisions.

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VI. Additional Information

Questions may be directed to Katherine Watkins at katherine.watkins@buncombecounty.org. All questions will be collected and will be answered to all interested parties

VII. General Terms & Conditions

1. READ, REVIEW AND COMPLY: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. LATE PROPOSALS: Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. ACCEPTANCE AND REJECTION: Buncombe County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. INFORMATION AND DESCRIPTIVE LITERATURE: If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. SUSTAINABILITY: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
 - All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
6. HISTORICALLY UNDERUTILIZED BUSINESSES: Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts.

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7. INELIGIBLE VENDORS: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Buncombe County by any company identified in a) or b) above shall be void *ab initio*.
8. CONFIDENTIAL INFORMATION: To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
9. MISCELLANEOUS: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
10. INFORMAL COMMENTS: Buncombe County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
11. COST FOR PROPOSAL PREPARATION: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Buncombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
12. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
13. SITUS AND GOVERNING LAWS: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
14. PAYMENT TERMS: If a payment schedule is not part of The Contract then payment terms will be Net 30 days

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after receipt of a correct invoice or acceptance of goods, whichever is later.

15. **NON-DISCRIMINATION**: The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
16. **ADVERTISING**: Vendor agrees not to use the existence of The Contract or the name of Buncombe County as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.
17. **INSURANCE**:
COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.
Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.
Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.
Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.
Vendor shall agree these General Conditions constitute an insured contract and shall name Buncombe County as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.
18. **GENERAL INDEMNITY**: The Vendor shall hold and save Buncombe County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection

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with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

19. **CONFIDENTIALITY**: Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Buncombe County.
20. **COMPLIANCE WITH LAWS**: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
21. **ENTIRE AGREEMENT**: This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
22. **AMENDMENTS**: This Contract may be amended only by a written amendment duly executed by the County and the Vendor.
23. **NO WAIVER**: Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County under applicable law. The waiver by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
24. **FORCE MAJEURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
25. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign

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immunity or state or federal constitutional provision or principle that otherwise would be available to the County under applicable law.