



39 East Calhoun Street
Sumter, SC 29150

Request for Proposals In-Home & Community Based Services in Clarendon County

Date of Issue:

February 20, 2023

Proposal Due Date:

April 13, 2023

ACKNOWLEDGEMENT OF CONDITIONS for RFP #2023-003

PROJECT: In-Home and Community-Based Services for the elderly in Clarendon County under Title III of the Older Americans Act of 1965, as amended in 2020, and State funded Programs of the South Carolina State Unit on Aging for the Santee-Lynches Region.

REQUIREMENTS: Enclosed

SCOPE OF WORK: Santee-Lynches Regional Council of Governments/Area Agency on Aging seeks proposals from organizations qualified to provide In-Home and Community-Based Services in Clarendon County. The primary purpose of this program is to fulfill the requirements of the Older Americans Act, as amended in 2020, by providing Group Dining, Evidence Based and Health Promotion, Home Delivered Meal, and Transportation services for the elderly.

QUESTIONS: All questions must be received by **March 6, 2023, by 5:00 pm**
Questions must be submitted via email and directed to:
jstowe@slcog.org

PROPOSAL SUBMISSION: Santee-Lynches Regional Council of Governments/Area Agency on Aging
Physical and Mailing Address:
39 East Calhoun Street
Sumter, SC 29150

OUTSIDE OF ENVELOPE MUST BE MARKED:
“RFP #2023-003 - In-Home & Community Based Services in Clarendon County”

SUBMISSION DEADLINE: April 13, 2023, by 2:00 P.M.

MANDATORY OFFERORS' CONFERENCE **March 22, 2023, at 12:00 pm**
2525 Corporate Way, Suite 200
Sumter, SC 29154
(Location subject to change)

THE INFORMATION BELOW MUST BE FULLY COMPLETED AND SIGNED FOR A PROPOSAL TO BE VALID

By signing this Statement, I certify that we (firm) will comply with all requirements contained within the RFP.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
COMPANY FULL LEGAL NAME		UNIQUE IDENTIFIER
MAILING ADDRESS		
CITY	STATE	ZIP CODE
PHONE		
EMAIL		

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I. INVITATION

Santee-Lynches Regional Council of Governments/Area Agency on Aging seeks proposals from firms qualified to provide In-Home and Community Based Services for the elderly in Clarendon County.

Santee-Lynches is a political subdivision of the State of South Carolina formed to provide planning and development services in Clarendon, Kershaw, Lee, and Sumter.

To qualify for consideration, **one (1) original plus three (3) copies** of your proposal must be received by the office designated above by **2:00 PM on April 13, 2023**. It is the sole responsibility of the Respondent to see that the proposal is received before the submission deadline. The Respondent shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals will not be considered. **Proposals shall be accepted in person, by U.S. Mail or by private courier service.** NO Proposals shall be accepted via oral or email communication, telephone, or fax transmission. Proposals will be opened at 2:15 PM on April 13, 2023, at 39 East Calhoun Street, Sumter, SC 29150 in the presence of at least two witnesses. Only the names of respondents will be disclosed at that time.

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

A proposal review panel will subsequently review and evaluate the proposals.

This solicitation does not commit Santee-Lynches to award a contract, to pay any cost incurred in the preparation of a proposal. Santee-Lynches reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified respondents, or to cancel in part or in its entirety this proposal, if it is in the best interest of Santee-Lynches to do so.

Any requests for clarification or additional information deemed necessary by any respondent to present a proper proposal must be submitted via email by **5:00 PM on March 6, 2023**, with a subject line of "Questions – RFP #2023-003" to: jstowe@slcog.org.

Emailed questions or requests for clarification must be received before the question deadline stated above. Any request received after the above stated deadline will not be considered. All requests received prior to the above deadline will be responded to in writing in the form of an addendum addressed and emailed to all prospective respondents.

An Offeror's Conference will be held March 22, 2023, at 2525 Corporate Way Suite 200 Sumter, SC 29154 at 12:00 pm (Location subject to change). Attendance of the Offeror's Conference is mandatory for Interested Respondents. The Offeror's Conference can also be accessed via Zoom. Zoom information will be provided prior to the date of the Offeror's Conference.

Restrictions Applicable to Offers: Violation of restrictions may result in disqualification of your offer, suspension, or debarment, and may constitute a violation of the South Carolina State Ethics Act. After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the using governmental unit or its employees, agents, or officials.*** Any communication regarding the submission, evaluation, or award must be solely addressed to the procurement coordinator, or designee. This restriction may be lifted by express written permission from the procurement coordinator.

The proposal will be awarded on the basis of Santee-Lynches' total requirements, to one or more respondent(s), for a period of one (1) year, with the option to extend for four (4) additional one-year periods based on future funding availability, contractor's satisfactory performance, and other factors.

II. SCOPE OF SOLICITATION

2.1 PURPOSE

The purpose of this solicitation is to acquire Older Americans Act and/or State funded services in full compliance with all applicable Federal, State, and Local requirements. Contractor(s) and the services provided must also be in compliance with the applicable specifications and conditions described in this solicitation.

This solicitation is an invitation for qualified Offerors to submit proposals to provide some or all the services listed in Section II - Scope of Solicitation and Section VII – Project Implementation Requirements for Services to this solicitation. These services will be provided to eligible individuals within the designated geographic area of Clarendon County.

This solicitation establishes proposal procedures, defines specific information that must be submitted to be considered for award of a contract, and identifies the criteria used to evaluate proposals. The Area Agency on Aging engages in full and open competition.

2.2 CONTRACT PERIOD

The contract period is a 12-month contract.

Contract Based Period: July 1, 2023, through June 30, 2024

All budgetary and unit cost information submitted in your proposal should be based on the Contract Base Period referenced above. Contracts may be renewed annually, with options for four (4) one-year extensions based on future funding availability, contractor's satisfactory performance, and other factors.

2.3 SERVICE AREA

The service area of the Santee-Lynches Regional Council of Governments/ Area Agency on Aging includes the four counties of Clarendon, Kershaw, Lee, and Sumter. Proposal(s) may be submitted for Clarendon County only and at a minimum must provide the proposed services throughout the entire county being covered by the proposal, rather than fragmented or limited areas. Proposals must address an activity or combination of activities listed in 2.4 and described in Section VII. – Project Implementation Requirements for Services.

2.4 SERVICES TO BE PROCURED

- Group Dining
- Evidence Based Disease and Health Promotion
- Home Delivered Meals
- Transportation

III. INTRODUCTION AND BACKGROUND

3.1 GOAL

The goal of aging services is to keep older adults living safely and independently at home for as long as possible, and to give them the tools necessary to make well-informed decisions that promote beneficial health and wellness practices. The Area Agency on Aging and contractor must be good stewards of the limited Federal and State funding allocated by the State Unit on Aging (SUA).

3.2 OVERVIEW OF THE OLDER AMERICANS ACT (OAA)

The Older Americans Act (OAA), as amended, is intended to establish a comprehensive and coordinated network of services for older Americans at the state and regional levels. It seeks to do this by providing financial assistance to state and regional efforts to plan, administer, and deliver a wide range of needed services. Such efforts should bolster existing services, coordinate short and long-range development efforts, and facilitate creation of new services needed to fill current gaps.

When first enacted in 1965, the Act authorized funding to support a State Unit on Aging in each state (the Department on Aging in South Carolina). It also provided funds for each State Unit on Aging to initiate local community projects to provide social services to older persons. The Older Americans Act was last reauthorized in 2020.

Older Americans Act funds provide for programs and services to help older individuals remain healthy, independent, and safe in the community for as long as is reasonably possible. There are a wide range of community-based services, both in-home and in-group that may be provided under the Older Americans Act, including transportation services, nutrition services, education, exercise and/or physical fitness.

Anyone aged 60 or over, regardless of income, is eligible for services. However, funding is limited so the Older Americans Act targets older individuals with the greatest economic and social need, focusing particularly on low-income and minority older individuals. The Older Americans Act established the Administration for Community Living (ACL), now within the U.S. Department of Health and Human Services and called for the creation of State Units on Aging. In South Carolina, the State Unit on Aging is located in the SC Department on Aging.

Using Older Americans Act and other funds, the SC State Unit on Aging is responsible for statewide planning and development of programs and services targeted to older individuals and is responsible for allocating funds to the State's regional Area Agencies on Aging.

3.3 OVERVIEW OF THE AREA AGENCY ON AGING

As authorized through the Older Americans Act, the Department on Aging shall designate Area Agencies on Aging for the purpose of executing, at the regional level, the stated mission described above. The Department on Aging shall designate only those substate agencies having the capacity to carry out fully the mission described for such agencies in the Older Americans Act as Area Agencies on Aging.

The Older Americans Act intends that the Area Agency on Aging shall be the leader relative to all aging issues on behalf of all older persons in the planning and service area (**45 CFR 1321.53(c)**).

The Area Agency on Aging shall design and actively implement a wide range of services related to advocacy, planning, coordination, interagency linkages, information sharing, brokering, monitoring, and evaluation intended to create a comprehensive and coordinated home and community-based system in accordance with the SC Department on Aging Policies and Procedures Manual and through the standards set by the Older Americans Act, the Department on Aging, and the State Plan on Aging.

The Department on Aging shall ensure that the resources made available to an Area Agency on Aging under the Older Americans Act are used to perform the mission described for Area Agencies on Aging.

3.4 VALUES AND PRINCIPLES OF THE SANTEE-LYNCHES AREA AGENCY ON AGING

The vision of Santee-Lynches Area Agency on Aging is to support a region where seniors and people with a disability enjoy an enhanced quality of life, contribute to their communities, have economic security, and receive those supports necessary to age with choice and dignity. The mission of the Santee-Lynches Area Agency on Aging is to enhance the quality of life for seniors and people with a disability through advocating, planning, and developing resources in partnership with state and local governments, non-profits, and the private sector, individuals, and advocates to meet the present and future aspirations of the growing senior population in the Santee-Lynches Region.

The Santee-Lynches Area Agency on Aging contracts for a variety of Aging Services in Clarendon, Kershaw, Lee, and Sumter Counties under Title III of the Older Americans Act and through State Funded Services that have in the past included: group dining meals, home-delivered meals, transportation, and health promotion and disease services for persons sixty-plus (60) years of age. With the projected unprecedented growth of the senior population, both community and in-home-based services are needed to enable older adults to maintain maximum independence and remain a vital part of their communities. It is anticipated that as both the national and local “baby boomer” generation approach senior citizen status, the traditional ways of providing Aging Services will be challenged, giving way to new and innovative programs and service delivery options to include consumer choice.

3.5 FUNDING STRUCTURE FOR PROVISION OF SERVICES

Determining the total amount of funding that is available to the Area Agency on Aging for the provision and/or procurement of senior services is a highly complex process that includes numerous sources of funds, including several Federal, State, and/or Local/private resources. Many of these vary in amount from year to year and become available at varying times during each fiscal year, often making total budgeted amounts for a particular service uncertain. Additionally, voluntary contributions and cost-sharing from program participants are allowed for some services. A more detailed description of service funding in SC can be found in SC Department on Aging’s Policies and Procedures Manual (www.aging.sc.gov). **To address the varied match requirements of funded sources, Santee-Lynches Area Agency on Aging, in the past, has paid ninety (90) percent of the contracted rate for any service awarded. *At this time, sufficient match funding is being provided, so the Area Agency on Aging intends to fund 100% of the contracted rate.***

Although it is expected that Offerors be familiar with the basics of the Older Americans Act and Area Agency on Aging service funding (especially regarding participant contributions and local match requirements), it is the responsibility of the State Unit on Aging and the Area Agency on Aging to interpret and coordinate these resources, and to provide technical support to contractors. **Note: If federal/state funding is reduced or if funding is withheld during a contract period, these reductions will be passed on to the successful Offeror awarded the contract.**

IV. COMPLIANCE

The Submission of a proposal represents that the Bidder has read and understands the solicitation and that its offer is made in compliance with the solicitation. Bidders are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the Bidder's risk. Bidder assumes responsibility for any patent ambiguity in the solicitation that Bidder does not bring to the AAA's attention.

Contractor and service requirements defined in this solicitation are primarily based, as applicable, on the following Laws, Regulations and Policies:

- The OAA, as amended to date;
- Federal regulations issued pursuant to the OAA (45CFR Part 1321); 45 CFR 1321.5 cites that the following regulations applicable to financial assistance activities of this part;
 - 45 CFR Part 80: Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health, Education, and Welfare; Effectuation of Title VI of Civil Rights Act of 1964;
 - 45 CFR Part 81: Practice and Procedure for Hearings under Part 80 of this Title;
 - 45 CFR Part 84: Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation
 - 45 CFR Part 100: Intergovernmental Review of Department of Health and Human Services Programs and Activities; and
 - 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB)

Program Issuances (PIs) issued by ACL or the SUA that supersede the manual. ACL issuances will become effective only after the SUA has provided notice to that effect.

The Department on Aging Networks Policies and Procedures Manual, to include supplemental instructions, when issued. The manual can be viewed at www.aging.sc.gov.

V. PROPOSAL INSTRUCTIONS AND REQUIREMENTS

5.1 QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL

Any requests for clarification or additional information deemed necessary by any respondent to present a proper proposal must be submitted via email by **5:00 PM on March 6, 2023**, with a subject line of "Questions – RFP #2023-003" to: jstowe@slcog.org.

Emailed questions or requests for clarification must be received before the question deadline stated above. Any request received after the above stated deadline will not be considered. All requests received prior to the above deadline will be responded to in writing in the form of an addendum addressed and emailed to all prospective respondents.

An Offeror's Conference will be held March 22, 2023, at 2525 Corporate Way Suite 200 Sumter, SC 29154 @ 12:00 pm (Location subject to change). Attendance of the Offeror's Conference is mandatory for Interested Respondents. The Offeror's Conference can also be accessed via Zoom.

5.2 DELIVERY OF PROPOSALS

To qualify for consideration, **one (1) original plus three (3) copies** of your proposal must be received at 39 East Calhoun Street, Sumter, SC 29150 by **2:00 PM on April 13, 2023**. It is the sole responsibility of the Respondent to see that the proposal is received before the submission deadline. The Respondent shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals will not be considered. **Proposals shall be accepted in person, by U.S. Mail or by private courier service.** NO Proposals shall be accepted via oral or email communication, telephone, or fax transmission.

Proposals will be opened at 2:15 PM on April 13, 2023, at 39 East Calhoun Street, Sumter, SC 29150 in the presence of at least two witnesses. Only the names of respondents will be disclosed at that time.

5.3 FORMATTING

Be sure that Proposal content **directly** answers the questions asked. Responses regarding this Request for Proposal should be in a document format. In Section VI, VII, and VIII label each section that is being proposed. The proposal should not include extraneous filler material. DO NOT include pictures, art, clip art, graphs, exhibits, or brochures. Proposals shall be submitted in word format, Times New Roman, twelve (12) point font and should answer the questions asked. Appendix B has a *Check List for Procurement Proposal Submission* that is to be used as a guide to ensure that the proposals have included all the requested information.

5.3 RESPONSIVENESS OF PROPOSALS

Proposals will be reviewed for responsiveness based on the criteria established in this Request for Proposal. **The Check List for Procurement Proposal Submission form in Appendix B will be used to determine the responsiveness of proposals received.** Proposals will be reviewed for responsiveness by Santee-Lynches staff. Non-Responsive Offerors will be notified via email by April 19, 2023.

5.4 SIGNATURE REQUIREMENTS

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

5.5 TAXPAYER IDENTIFICATION NUMBER

Definitions: "Common parent," as used in this provision, is the corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)" is the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The

TIN may be either a Social Security Number or an Employer Identification Number.

If offeror is owned or controlled by a common parent (as defined above), offeror shall submit with its offer the name and TIN of common parent.

If offeror does not have a TIN, offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether:

- a. offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- b. offeror is an agency or instrumentality of a State or local government;
- c. offeror is an agency or instrumentality of a foreign government; or
- d. offeror is an agency or instrumentality of the Federal Government.

5.6 APPEAL AND PROTEST PROCEDURE

- a. Right to protest: Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Administrative Officer. The protest shall be submitted in writing within fourteen (14) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.
- b. Authority to resolve protests: The Chief Administrative Officer shall have authority, prior to commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- c. Decision: If the protest is not resolved by mutual agreement, the Chief Administrative Officer shall issue a decision in writing within fourteen calendar (14) days following final attempt to resolve the protest per section 3.1 (b).
- d. Notice of decision: A copy of the decision under paragraph (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- e. Finality of decision: A decision under paragraph (c) of this section shall be final and conclusive.

5.7 AREA AGENCY ON AGING (AAA) OFFICE CLOSING

If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the Area Agency on Aging (AAA) designated for receipt of offers by the exact time specified in the solicitation, the time specified for receipt of offers will be extended to the same time of day specified in the solicitation on the first workday on which normal business processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening.

VI. CERTIFICATION AND ORGANIZATIONAL INFORMATION

All forms and questions contained in Section VI – Certification and Organizational Information must be completed only **ONCE** and returned in the proposal regardless of the number of services being proposed. These forms apply to your organization as a whole. The Proposed Services chart should be included in your proposal. The Executive Summary, Organizational Capacity, Financial Management and Strength, and Quality Management Functions sections require a narrative.

6.1 PROPOSAL PACKAGE COVER PAGE

Offeror Name: _____ **RFP #2023-003** _____

OFFICE ADDRESS: _____ Contact Person _____ Mailing Address _____ Phone _____ E-mail address
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PAYMENT ADDRESS: _____ Contact Person _____ Mailing Address _____ Phone _____ E-mail address	TYPE OF ENTITY: (CHECK ONE) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate Entity (not-tax exempt) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (Federal, State, local) <input type="checkbox"/> 501(c)3
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Signature of Signatory Official

Date

Typed Name of Signatory Official

Typed Job Title of Signatory Official

Organization/Company Name

Taxpayer Identification Number

6.2 CERTIFICATION

In response to Santee-Lynches Regional Council of Governments/Area Agency on Aging Request for Proposals RFP# 2023-003, the following proposal is submitted for the following services (check all applicable service you plan to provide):

- Group Dining
- Evidence Based Disease and Health Promotion Service
- Home Delivered Meals
- Transportation

The term of any Contract(s) resulting from this Request for Proposal shall be for the period beginning July 1, 2023, and continuing through June 30, 2024. Santee-Lynches Regional Council of Governments/Area Agency on Aging may, at its option, extend any Contract if it appears to be in the best interest of the Older Americans Act, the seniors of the Santee-Lynches Region, and the Area Agency on Aging and is agreeable with the Offeror. Said extensions may be less than, but will not exceed, four (4) additional one-year periods. Please note that as a result of changes this may only be a one (1) year contract. The Offeror will be notified at least sixty (60) days prior to Contract expiration with respect to exercise of this option. All budgetary and unit cost information should be based on the time period referenced above.

CERTIFICATION: I certify that the information contained in this proposal, fairly represents this entity and its operating plans and budget necessary to conduct the proposed provision of In-Home and Community Based Services for the Elderly under Title III of the Older Americans Act and South Carolina State-Funded Programs of the State Unit on Aging described herein. I acknowledge that I have read and understand the requirements of the Request for Proposal and that this entity is prepared to implement the proposed services as described herein. I further certify that I am authorized to sign this proposal and any contractual agreement emanating there from on behalf of the entity submitting the proposal. This PROPOSAL is firm for a period of at least ninety (90) calendar days from the closing date for submission.

Signature of Signatory Official

Date

Typed Name of Signatory Official

Typed Job Title of Signatory Official

Organization/Company Name

Taxpayer Identification Number

6.3 CONTRACT TERMS AND CONDITIONS

In order to be considered for an award of a contract for any of the services being procured through this Request for Proposal, your concurrence, agreement and signed acceptance of the STANDARD TERMS AND CONDITIONS (found in Attachment A) is a general requirement. These requirements will become part of any contract(s) resulting from this RFP. The Area Agency on Aging is aware that, in rare circumstances, an exception may apply. If you take exception or are unable to comply with a particular standard, you must identify the standard and provide an explanation. The Area Agency on Aging will consider your comments; however, it should be noted that allowable waivers are rare.

My signature below certifies that, with the exception, if applicable, of the requirement(s) specifically identified below, I have read, understand, and agree to comply with and be bound by each of the Standard Contract Terms and Conditions found in Attachment A of this Request for Proposal. I understand that these are standard Area Agency on Aging requirements that will become part of any contract(s) awarded pursuant to this Request for Proposal and that failure, at any time, to certify and/or maintain compliance may result in termination of any contract. I understand that additional service-specific requirements regarding the provision of services must also be met. I further certify that I am authorized to sign this proposal and any contractual agreement resulting there from on behalf of the entity submitting the proposal.

Please check (✓) one: No Exceptions Noted Exceptions Noted Below

Signature of Signatory Official

Date

Typed Name of Signatory Official

Typed Job Title of Signatory Official

Organization/Company Name

Taxpayer Identification Number

Exceptions (include clause reference, title, and explanation):

6.4 NON-COLLUSION CERTIFICATION

In order to be considered for an award of a contract for any of the services being procured through this Request for Proposal, your concurrence, agreement and signed acceptance of the following NON-COLLUSION Certification is required.

As an authorized representative of _____,
(Offeror organization's name)

Hereafter referred to as “we” or “our” my signature below certifies:

1. That we have submitted the enclosed offer and that we are fully informed regarding the preparation and contents of the offer and of the requirements for providing the services being procured through this Request for Proposal;
2. That none of our officers, partners, owners, agents, representatives, employees or parties in interest, including the undersigned, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, firm or person to submit a collusive or sham offer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage in connection with any contract that may be awarded to any offeror responding to this solicitation;
3. That none of our officers, partners, owners, agents, representatives, employees or parties in interest, including the undersigned, has sought through any collusion, conspiracy, connivance or unlawful agreement to have any other party refrain from making an offer of their choosing or to limit any such offer to specific geographic locations or scope of services;
4. That the offer submitted herewith is not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of any of our officers, partners, owners, agents, representatives, employees, or parties in interest, including the undersigned.

Signature of Signatory Official

Date

Typed Name of Signatory Official

Typed Job Title of Signatory Official

Organization/Company Name

Taxpayer Identification Number

6.5 OFFEROR CERTIFICATIONS – DEBARMENT

In order to be considered for an award of a contract for any service being procured through this Request for Proposal, you must not be presently DEBARRED or EXCLUDED from provision of these services by any Federal Agency.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

Note: Any contractor receiving an award made pursuant to this solicitation is considered a "lower tier participant."

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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1. The prospective contractor (lower tier participant) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective contractor (lower tier participant) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Signatory Official

Date

Organization/Company Name

Taxpayer Identification Number

6.6 PROPOSED SERVICES

Identify the service(s) that you are offering to provide by placing “Yes” in the appropriate cell(s).

Name of Agency: _____

Service	Clarendon County
Group Dining	
Evidence Based Disease and Health Promotion	
Home Delivered Meals	
Transportation	

6.7 EXECUTIVE SUMMARY

In two (2) pages or less, summarize how your organization’s history, capability and philosophies make you the best contractor for the services you are proposing to provide. In doing so, please address:

- a. Mission statement, philosophies, values, or principles that will be reflected in the provision of services;
- b. A brief summary of the organization’s strategic or business plan;
- c. Experience providing similar services and/or experience providing services to older adults;
- d. Your relationships with other human services organizations; and
- e. Other relevant information

6.8 ORGANIZATIONAL/ADMINISTRATIVE CAPACITY

- a. Provide at least three (3), but not more than six (6), business references (i.e., vendor, banker, etc.) familiar with your organization’s history, service delivery, programs, and/or business performance. You must include a contact person, company name, address, and daytime telephone number of each.
- b. Provide the firm name, contact person, address, and daytime telephone number of your accounting or auditing firm, if applicable.
- c. Provide evidence that your actual or proposed business structure is organized in such a way that there is a reasonable expectation that service components will be well administered.
- d. Description of your legal structure (i.e., not for profit, county department), ownership, and affiliations (including proof of accreditation, if applicable).
- e. Planned or actual organizational structure including organizational chart that shows service components and employees (by name and title, if applicable), clinical staff, and any consultants. Provide a list of current Board of Directors and identify officers, if applicable.
- f. Explanation/description of your Emergency/Disaster Plan to ensure the continuation of services when an emergency arises, including but not limited to, staff shortages, financial hardship, and inclement weather.
- g. Organization's experience in providing senior activities/services (including partnerships, acquisition of senior centers, fundraising, etc.) in similar competitive areas. Describe your agency's/organization's/business's background, the challenges faced in providing the same or similar services being proposed.
- h. List the current services provided by the Offeror and the funding sources that pay for them.
- i. The Contractor shall provide daily documentation of services delivered. All participants of service must be assessed annually by the Area Agency on Aging.
- j. Attach at least three (3) letters of support for the proposed services from county, city officials, social service agencies and/or other funding sources, including references attesting to past service.
- k. Attach resumes of key personnel, including Executive Director or CEO.
- l. What internal monitoring and evaluation of the program operations and staff are to be routinely carried out.

6.9 FINANCIAL MANAGEMENT AND STENGTH

- a. The funding provided for services awarded through this Request for Proposal is a subsidy for services. Describe the additional resources that will be used to expand the programs offered. How much will the additional resources lower the unit cost and/or increase the number of proposed units for this Offer? If you receive additional funding from other funding sources that will be used to expand services proposed, please provide award letters from the funding source(s).
- b. Provide a copy of the most recent audit report or financial statement.
- c. If an independent audit has not been conducted or is not available, provide other documentation of financial strength or support that supports or ensures your ability to perform the services being procured.
- d. Has the offeror filed for bankruptcy or restructuring under the US bankruptcy code within the last 7 years? If yes, when, and where?
- e. Does the Offeror have an unrestricted financial reserve equal to three (3) to six (6) months of the current annual budget or a Board of Directors approved plan to develop a financial reserve?
- f. Within the past five years, has any entity cancelled or terminated a contract they held with your organization due to your failure to meet the requirements of the contract? If so, explain.
- g. Explain specifically how funds will be accounted for when received, i.e., financial management procedures.
- h. Submit written procedures concerning the collection, handling, counting, and depositing of contributions for services and/or cost-share funds.
- i. Describe your fiscal system and how it will ensure integrity in using these funds.

6.10 QUALITY MANAGEMENT

- a. How will you take actions to remedy problems or concerns of service delivery (i.e., un-served meals, waiting lists, low attendance, and lack of participation in programs)?
- b. How will you utilize data and quality information to engage in continuous improvement efforts?
- c. How will you identify and utilize areas of strengths and pinpoint opportunities for improvement?
- d. How will you assure quality of service(s) meets the requirements of the Scope of Work as outlined in this RFP?

6.11 BUDGET INFORMATION/REQUIREMENTS

Please see section VIII for Budget Information/Requirements and Appendix A for the budget spreadsheets.

VII. PROJECT IMPLEMENTATION REQUIREMENTS FOR SERVICES

This section contains the services that are eligible through this Request for Proposal. The Area Agency on Aging will be funding each of these services in Clarendon County. A proposal can be submitted for as many services as your agency would like to provide for Clarendon County.

The services that the Area Agency on Aging is soliciting proposals for are:

- Group Dining
- Evidence Based Disease and Health Promotion
- Home Delivered Meals
- Transportation

7.1 GENERAL REQUIREMENTS FOR SERVICES (Contract Requirements)

1. The provider/contractor must adhere to the South Carolina Aging Network's Policies and Procedures Manual, Transportation Manual, Nutrition Program Manual, and any additional policies and procedures as outlined by the Santee-Lynches AAA.
2. The provider/contractor shall require all programs funded by the AAA to be operated fully in conformance with the SCDOA and all applicable Federal, State and local fire, safety, health and sanitation standards or licensing prescribed by law or regulation. **(CFR1321.75(a))**
3. The provider/contractor shall provide to the AAA all program information and reports required by the AAA and/or SC Department on Aging. Provision of timely and correct data shall be in a format and contain such information as the SCDOA may require the AAA to submit. **(OAA 307(a)(6))**
4. When there is grievance between the AAA and a provider/contractor, all efforts shall be made by the AAA to resolve the issue. All grievances shall be handled by the AAA and provider/contractor unless the grievance includes illegal, immoral, and/or unethical behavior, at which time the SCDOA and proper authorities shall be notified. The SCDOA may be contacted to assist with the resolution process through guidance only.
5. The AAA encourages each group dining provider to be a member of the National Council on Aging (NCOA) / National Institute of Senior Centers (NISC) or to operate according to NISC's national standards for senior centers and group dining sites.
6. If the AAA finds that a provider/contractor under the Area Plan has failed to comply with the terms of the contract or with Federal or State laws, regulations and policies, the AAA may withhold that portion of the reimbursement related to that failure to comply.
7. In the event the AAA finds that a provider/contractor has failed to comply with the terms of the contract or is unable to deliver services as contracted, the AAA will initiate a forty-five (45) day Corrective Action Plan (CAP) to resolve the issue from the date initially notified. If the issue cannot be resolved, the AAA may determine the provider/contractor high-risk, in accordance with the South Carolina Aging Network's Policies and Procedures Manual.
8. The AAA shall afford providers/contractors due process, such as that described for AAAs in OAA Section 306(f)(2)(B) before making a final determination regarding withholding providers'/contractors' reimbursements.
9. The provider/contractor agrees to comply with the "Debarment and Suspension" terms and conditions of 45 C.F.R. § 92.35 or 45 C.F.R § 74.13 as applicable.
10. The provider/contractor is expected to document the outcome of services purchased as determined by the SCDOA.
11. The provider/contractor shall assure that a facility purchased for use as a multi-purpose senior center with OAA or State Permanent Improvement funds, shall continue to be used for the same purpose for not less than ten (10) years after acquisition, or twenty (20) years after construction.
12. Prior to authorizing use of OAA or State Permanent Improvement funds for renovation, purchase or construction, the provider/contractor shall assure that funding is and shall continue to be, made available for the continued operations of these senior centers. **(OAA 312)**
13. The provider/contractor shall assure that group dining service facilities are located in as close proximity to the majority of eligible individuals' residences as feasible. Particular attention shall be given to the

use of multipurpose senior centers, churches, or other appropriate community facilities for such group dining service. **(OAA 339(E))**

14. The provider/contractor shall take into account, in connection with matters of general policy arising in the development and administration of services, the views of recipients of services under the contract. **(OAA 306(a)(6)(A))**
15. The provider/contractor shall assure that demonstrable efforts shall be made to coordinate services provided under the OAA with other State services that benefit older individuals and to provide multi-generational activities involving older individuals as mentors to youth and support to families. **(OAA 306(a)(23))**
16. The provider/contractor shall coordinate any mental health services provided with III B funds with the mental health services provided by community health centers and by other public agencies and nonprofit private organizations. **(OAA 306 (a)(6)(F))**
17. The provider/contractor shall maintain the integrity and public purpose of services provided under the OAA, in all contractual and commercial relationships. **(OAA 306(a)(13)(A))**
18. The provider/contractor shall demonstrate that a loss or diminution in the quality or quantity of the services provided under the contract has not resulted and shall not result from such contracts or commercial relationships, but rather, shall be enhanced. **(OAA 306(a)(13)(C) and (D))**
19. The provider/contractor shall not give preference in receiving services under the OAA to particular older individuals as a result of a contract or commercial relationship. **(OAA 306(a)(15))**
20. The provider/contractor is expected to reasonably accommodate the particular dietary needs arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals and to offer input/feedback to caterers to provide flexibility in designing meals that are appealing to older individuals participating in the program. **(OAA 339(A) and (B))**
21. The provider/contractor shall submit the agency's emergency service delivery plan for each service provided, i.e. group dining and home-delivered meals, transportation, and adult day care and home care (if applicable). This emergency service delivery plan will be included and become a part of the contract between the AAA and the provider/contractor. The emergency plan shall also cover general agency operations during periods of crisis, hazardous weather emergencies, and unscheduled closings.
22. The provider/contractor shall submit holiday schedules to the AAA for approval and the provider/contractor shall adhere to their approved holiday schedule. These scheduled closings shall be part of the contract established between the AAA and provider/contractor. Any changes to the scheduled holiday closings must be noted in writing to the AAA.

7.2 GROUP DINING

Group Dining Services purchased shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging and Santee-Lynches Area Agency on Aging.

PURPOSE:

The purpose of nutrition services is to maintain and/or improve the nutrition and health status and quality of life of older adults by ensuring participants receive at least one meal per day that meets the nutrition requirements in the Older Americans Act. This is accomplished by:

1. reducing hunger, food insecurity and malnutrition;
2. promoting socialization of seniors; and
3. promoting the health and well-being of seniors.

These services help seniors gain access to nutrition and other disease prevention and health promotion services, which has been proven to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

ELIGIBLE PARTICIPANTS:

Those eligible for participation in group dining programs include:

1. a person aged sixty (60) or older;
2. the spouse of the older program beneficiary, regardless of age;
3. a person under age sixty (60) with a disability who resides in a housing facility occupied primarily by older adults, at which group dining services are provided;
4. a person with a disability under age sixty (60) may receive a meal if they reside with an individual who is a program beneficiary (In the event of the death of a program beneficiary who resides with an adult with disabilities, under age sixty (60), the adult with disabilities can continue to receive group dining or home-delivered meals if an assessment determines the continued need for services. This assessment must be conducted at the time of the program beneficiary's death. At that time, every attempt must be made to determine if that adult with disabilities qualifies for non-aging programs (such as programs offered through agencies including, but not limited to, Medicaid or the South Carolina Department of Disabilities and Special Needs). If the adult with disabilities is placed under the care of a program that provides nutrition services other than aging services, he/she must be removed as an aging service client); or
5. a person who volunteers at the group dining center during meal hours (in order to receive a free meal, all volunteer work duties and service hours must be documented and recorded by the provider/contractor).

SERVICE ACTIVITIES:

The group dining site shall provide activities that include the following areas: recreational, informational, social, health, educational, nutritional, cultural, artistic, and musical activities each month. Group dining sites must operate at least four (4) hours per day. Senior Centers funded under Permanent Improvement Project (PIP) must meet requirements under that funding.

If funding sources other than those allocated by the SC DEPARTMENT ON AGING are used, the contractor should collect the client's demographical data via the assessment form in the Advanced Information Manager (AIM) System, for use by the SC DEPARTMENT ON AGING and the Area Agency on Aging for planning purposes.

The Contractor shall have the capacity to:

1. Collect initial participant information required in the state electronic client data system and update annually;
2. Prepare or purchase and serve meals that meet nutrition and safety requirements and are satisfying to participants;
3. Provide a broad variety of programs and planned activities that address the physical, emotional, and social aspects of older persons;

4. Assist participants in accessing available transportation in order to attend the group dining center, where feasible; and
5. Encourage volunteer participation and support from the community to help with the group dining program.

SERVICE ELIGIBILITY:

Santee-Lynches Area Agency on Aging will approve services for eligible individuals using uniform criteria under the Older Americans Act and approved by SC Department on Aging.

DOCUMENTATION:

The contractor shall comply with the following documentation requirements:

1. Enter all data into the state-approved data collection Advanced Information Management (AIM) system by the fifth (5th) working day of the month.
2. Provide the following service documentation: (a) daily records of participant attendance; (b) daily records regarding number of complete meals ordered, received and served; (c) daily records of hot and cold food temperatures; (d) action on any shortages or temperature discrepancies, as applicable; and (e) comments on the participant satisfaction with the meals served.
3. Keep incident reports and registered complaints with documentation of follow-up on file with both the program supervisor and the Area Agency on Aging whenever any fall, injury, choking, illness or other unusual event occurs in or on the grounds of the group dining center.
4. Maintain the monthly reports of planned nutrition/health education and social, educational, or recreational activities, including the number of individuals taking part in each activity on file.
5. Utilize the official SC Department on Aging approved sign-in sheet (Report LG-94) to record the clients who participate in nutrition services daily. This daily sign-in sheet is required even if providers/contractors use another sign-in process (including electronic card scanning). Sign-in sheets must be kept on file and provided to the SC Department on Aging upon request for a minimum of seven (7) years.
6. Collect and protect contributions donated by participants each day. Record the amount collected and track it to deposit in the agency's bank account.
7. Ensure that staff are proficiently trained to perform the job duties assigned and are trained to properly input data into the Advanced Information Management (AIM) System.

UNIT OF SERVICE:

Meals: one meal served to an eligible participant. All necessary costs associated with delivery of group dining services that comply with the Standards are to be included in the unit cost of "one meal".

NUTRITION EDUCATION: Presentations and programs reviewed by nutrition educators or a registered dietitian as well as program-wide distribution of printed information.

- Six (6) congregate sessions are required annually.
- Providers shall submit Nutrition Education Reports for approval to the Area Agency on Aging, prior to the session.
- Providers should use only evidence-based materials approved by the Registered Dietician overseeing the program for the basis of the sessions. The SC Department on Aging has developed a list of approved resources (Appendix 500(g)).
- Nutrition Education shall be entered into the client financial tracking system database system as a group activity and specified as C1. Data entry shall include the date of the session, the number of clients attending the activity, the title of the presentation, instructor name and credentials, source materials, and the length of the session.
- Nutrition Education sessions shall be listed on each meal site's monthly activity calendar in a way that identifies the session as nutrition education and includes the specific topic.

Note: There is no cost associated with nutrition education.

7.2.1 GROUP DINING STAFFING

- a. Indicate all staff necessary to provide Group Dining Services in compliance with the requirements of this Request for Proposal. Be sure to provide the job title, a **brief** description of their job duties, and the percentage of their time spent working on the program.
- b. Describe how your agency will provide adequate oversight of program operations at any outlying facilities.

7.2.2 GROUP DINING EXPERIENCE/PAST PERFORMANCE

- a. If you are currently a provider of Group Dining Services, please provide a short narrative overview of programming including number of participants and measurable outcomes.
- b. If you are not currently a provider of Group Dining Services, please describe any experience you have in providing meals to a group setting.

7.2.3 GROUP DINING SERVICE DELIVERY PLAN

- a. Discuss how the proposed service will be delivered and in what type of setting (location) it will be offered. Will meals be prepared in house or acquired? How would your organization make the group dining program appealing to target older adults and be responsive to their needs and interests? Include any enhancements, expansions, or additional resources to be offered to the program.
- b. List the Group Dining Sites where meals will be served to include physical location, hours of operation and days of operations.
- c. What methods will your agency use to increase participation in the Group Dining Program especially targeting low income and minority seniors?
- d. Give examples of the Nutrition Education to be provided at the group dining site. Tell how individuals will be involved in the planning of activities.

7.2.4 GROUP DINING COMMUNITY INVOLVEMENT – EXPANSION OF SERVICES

- a. Discuss any cooperative relationships fostered and/or planned to increase or expand the services.
- b. Discuss how your agency will coordinate with other community service providers or other Older American Act providers to ensure the service recipient is linked to any services they may need.

7.3 EVIDENCE BASED DISEASE AND HEALTH PROMOTION

Evidenced-Based Health Promotion services purchased shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging and Santee-Lynches Area Agency on Aging.

PURPOSE:

Title III-D of the Older Americans Act was established in 1987. It provides grants to states and territories based on their share of the population aged 60 years and over for education and implementation activities that support healthy lifestyles and promote healthy behaviors. Health education reduces the need for more costly medical interventions. Priority is given to serving older adults living in medically underserved areas of the State of South Carolina or to those who are of the greatest economic need. In February 2012, Congressional appropriations mandated that Older Americans Act Title III-D funding for Fiscal Year 2012 be used only for programs and activities that have been demonstrated to be evidence-based.

Older adults are disproportionately affected by chronic disease. Evidence-Based Disease and Disability Prevention services can mitigate the negative impact of chronic diseases and related injuries, such as falls, by empowering older adults to take control of their health by maintaining a healthy lifestyle through increased self-efficacy and self-management.

The primary goals of the Evidence-Based Disease and Disability Prevention and Health Promotion Services are to: 1) empower older persons to adopt healthy lifestyles and behaviors, improve health status, and manage chronic conditions better; 2) reduce their use of hospital services and emergency room visits; and 3) enable aging networks to have the capacity to deliver evidence-based programs.

There are two ways in which to determine whether a program is considered to be Evidenced Based:

1. ACL's Evidence-Based 5-point criteria:
 - Demonstrated through evaluation to be effective for improving the health and well-being or reducing disease, disability and/or injury among older adults; and
 - Proven effective with older adult population, using Experimental or Quasi-Experimental Design;
* and
 - Research results published in a peer-review journal; and
 - Fully translated in one or more community site(s); and
 - Includes developed dissemination products that are available to the public.

If the Area Agency on Aging wishes to implement a new program in their region or a program that is not preapproved (see no. 2 below), but believes it meets the above 5-point criteria to be considered evidenced based, please submit any program materials, references, etc. to support justification and submit these items to the SUA III-D Program Coordinator for approval prior to implementation. Refer to Appendix 500 D ©, III-D-Pre-Approval – Final Approval Form.

2. The program is considered to be an “evidence-based program” by any operating division of the U.S. Department of Health and Human Services (HHS) and is shown to be effective and appropriate for older adults: See Appendix D (a) of the SC Department on Policy and Procedure Manual for pre-approved Evidenced Based Programs.

The Area Agency on Aging may award Older Americans Act funds to provide DP/HP Services designed to achieve the following goals:

1. maintain improved health;
2. increase years of healthy life;
3. reduce risk factors associated with illness, disability, or disease;
4. delay onset of disease;
5. minimize periods of disability;
6. preserve functional capacity;
7. manage chronic diseases; and

8. prevent premature institutionalization.

ELIGIBLE PARTICIPANTS:

Persons aged sixty (60) years or older are eligible to receive these services, but priority is given to targeted populations that reside in medically underserved areas such as:

1. primary caregivers of eligible older persons who seek nutritional counseling and education services;
2. seniors who have the greatest economic and social needs for services;
3. seniors who are at increased risk of health impairment;
4. seniors without access to other preventive and health maintenance services; and
5. seniors who live in rural areas.

SERVICE ACTIVITIES:

The following is not an all-inclusive list of the evidenced based disease prevention programs that may be offered but rather serves as examples:

- A Matter of Balance;
- Enhance Fitness;
- Strong for Life;
- Active Choices;
- Enhanced Wellness;
- Fit and Strong!;
- Healthy Moves for Aging Well;
- Walk with Ease;
- Stepping On;
- Active Living Every Day;
- Online Chronic Disease Self-Management Program;
- Chronic Disease Self-Management Program (CDSMP/Living Healthy);
- Better Choice, Better Health—Diabetes;
- Diabetes Self-Management Program (DSMP/Living Healthy with Diabetes);
- Healthy IDEAS (Identifying Depression, Empowering Activities for Seniors);
- Arthritis Foundation Life Programs (Exercise Tai Chi, Aquatics Programs);
- Arthritis Self-Management (Self-Help) Program;
- Healthier Living with Arthritis (Internet Arthritis Self-Management Program);
- Medication Management Improvement System;
- Prevention and Management of Alcohol Problems in Older Adults;
- Program to Encourage Active, Rewarding Lives for Seniors (PEARLS);
- Healthy Eating for Successful Living among Older Adults;
- Tai Chi: Moving for Better Balance;
- Positive Self-Management Program for HIV;
- Chronic Pain Self-Management Program;
- Tomando Control de su Salud (Spanish Chronic Disease Self-Management Program);
- Programa de Manejo Personal de la Arthritis (Spanish Arthritis Self-Management Program);
- Programa de Manejo Personal de la Diabetes (Spanish Diabetes Self-Management Program).

Intermediate Criteria

- Published in a peer-review journal; and
- Proven effective with older adult population, using some form of a control condition (e.g. pre-post study, case control design, etc.); and
- Some basis in translation for implementation by community level organization.

An example is Eat Better Move More.

Minimal Criteria

- Demonstrated through evaluation to be effective for improving the health and well-being of reducing disease, disability and/or injury among older adults; and
- Ready for translation, implementation and/or broad dissemination by community-based organizations using appropriately credentialed practitioners.

Title III-D funding is not appropriate for purchasing pill boxes, exercise videos, t-shirts or other promotional items. In addition, Title III-D funding cannot be used to fund health fairs and line dancing.

Coordination with other Community Programs

Each contractor shall coordinate Evidenced-Based Disease and Disability Prevention and Health Promotion Services with other community agencies and volunteer organizations with similar program goals.

DOCUMENTATION:

The contractor shall comply with the following documentation requirements:

1. Keep on file at the contractor's office, documentation of the monthly planned DP/HP activities conducted at group dining centers, senior centers, or in other community locations as well as those provided to homebound clients.
2. Collect and protect contributions donated by participants or fees paid by private pay recipients. Record the amount collected each day and track it to deposit in the contractor bank account.
3. Prepare incident reports of any injury or other unusual event that occurs during delivery of services and document follow-up and keep these on file.
4. Ensure that staff are proficiently trained to perform the job duties assigned and are trained to properly input data into the Advanced Information Management (AIM) System.
5. Contractors shall retain hard copies of the programming documentation for a period of seven (7) years.

UNITS OF SERVICE:

A unit of service is defined as one class, one-hour session. Partial units are reportable in 15-minute increments. Each class/workshop shall be entered into the client financial tracking system by the 5th day of each month using the EBP Group Activity and completing all required fields.

Note: General administrative activities related to this service such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but elements of total unit cost proposed.

7.3.1 EVIDENCE BASED DISEASE AND HEALTH PROMOTION STAFFING

- a. Indicate all staff necessary to provide Health Promotion in compliance with the requirements of this Request for Proposal. Be sure to provide job title, a **brief** description of their job duties, certifications, and the percentage of their time spent working on the program.
- b. Describe how your agency will provide adequate oversight of program operations at outlying facilities at least quarterly.

7.3.2 EVIDENCE BASED DISEASE AND HEALTH PROMOTION EXPERIENCE/PAST PERFORMANCE

- a. If you are currently a provider of Health Promotions, please provide a short narrative overview of programming including number of participants and measurable outcomes.
- b. If you are not currently a provider of Health Promotion, please describe any experience you have in providing health promotion.

7.3.3 EVIDENCE BASED DISEASE AND HEALTH PROMOTION SERVICE DELIVERY PLAN

- a. Please state what areas in the county your organization proposes on that you will serve.
- b. Describe which evidenced based prevention program(s) your agency is proposing to provide. Explain how you will provide this service.
- c. What methods will your agency use to increase participation in the Health Promotions Program especially serving those people who the Older Americans Act targets?

7.3.4 EVIDENCE BASED DISEASE AND HEALTH PROMOTION COMMUNITY INVOLVEMENT – EXPANSION OF SERVICES

- a. Discuss any cooperative relationships fostered and/or planned to increase or expand the services.
- b. Discuss how your agency will coordinate with other community service providers or other Older American Act providers to ensure the service recipient is linked to any services they may need.

7.4 HOME DELIVERED MEALS

Home Delivered Meals Services purchased shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging and Santee-Lynches Area Agency on Aging.

PURPOSE:

To maintain and/or improve the nutrition and health status and quality of life of older adults by:

1. Providing service recipients at least one meal, no less than five days per week. Each meal must meet the nutrition requirements in the Older Americans Act.
2. Providing frequent contact with others and reducing social isolation;
3. Offering appropriate nutrition information at least monthly.

ELIGIBLE PARTICIPANTS:

HDM services are provided to eligible individuals who are at high nutritional risk and have the greatest economic, social and/or health need. Those eligible for HDM services are:

1. Individuals aged sixty (60) or older and homebound due to an illness; or an incapacitating disability; or otherwise isolated;
2. Spouses of eligible service recipients, regardless of age; and
3. Disabled dependents of any age residing with a homebound older recipient if serving that dependent is in the best interest of the older person.

SERVICE ACTIVITIES:

1. Based on the individual's meal service plan, the contractor may prepare or purchase and deliver meals that are satisfying to service recipients, and which are in compliance with the minimum bid specifications, and which meet nutrition and food safety requirements. When serving hot daily prepared meals, only one (1) meal per day per client may be delivered. When serving frozen or shelf stable meals on a regular basis, or in emergency situations, more than one meal may be left for a participant, provided that proper storage and cooking equipment are available in the home, and the participant is able to prepare the meal(s) independently or with available assistance.
2. Home delivered meals must be delivered through established and updated meal delivery routes to ensure that meals are delivered within time frames required to preserve food safety and palatability.
3. The contractor must provide referral to other agencies/organizations when a service recipient's nutrition needs cannot be met by the contractor.

SERVICE ELIGIBILITY:

Santee-Lynches Area Agency on Aging will approve services for eligible individuals using uniform criteria under the Older Americans Act and approved by SC Department on Aging.

DOCUMENTATION:

The contractor shall comply with the following documentation requirements:

1. Certify that all drivers (paid or volunteer) have delivered their assigned meals each day. In order to accurately record and verify that data, each meal driver will sign a copy of the home-delivered meal route before leaving the site to make deliveries. The document will be certified by appropriate site staff's signature each day. These records will be maintained and made available to the Area Agency on Aging or SC Department on Aging upon request.
2. If HDMs are not delivered (due to client not being present to accept the HDM), the driver must follow policies set forth by the Area Agency on Aging and document the meal(s) as undelivered and cite the reason. This supporting documentation must be maintained and made available to the Area Agency on Aging or SC Department on Aging upon request.
3. Keep on file at the contractor's office, the monthly Nutrition Education material that is provided to home delivered meal recipients.
4. Provide the following service documentation daily:
 - (a) meals delivered to each service recipient;
 - (b) number of meals ordered, received and served;

- (c) hot and cold food temperatures;
 - (d) action on any shortages or temperature discrepancies; and
 - (e) comments on recipient satisfaction with the meals served.
5. Keep on file incident/accident reports and substantive complaints with follow-up and termination notices, when applicable.
 6. Maintain a prioritized waiting list for HDM services and provide to those individuals information on the availability of other meal and food resources.
 7. Contractors shall ensure that staff are proficiently trained to perform the job duties assigned and are trained to properly input data into the Advanced Information Management (AIM) System.
 8. Contractors shall retain hard copies of programming documentation for a period of seven (7) years.

UNIT OF SERVICE:

Meals: one meal delivered to the service recipient’s home. All necessary and allowable costs associated with delivery of the service contracted are to be included in the unit cost.

Note: General administrative activities related to this service such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost proposed.

NUTRITION EDUCATION: Program-wide distribution of printed information that was reviewed and approved by nutrition educators or a registered dietician.

- One (1) Home Delivered Meal session is required annually.
- Providers shall submit Nutrition Education Reports for approval to the Area Agency on Aging, prior to the session.
- Providers should use only evidence-based materials approved by the Registered Dietician overseeing the program for the basis of the sessions. The Department on Aging has developed a list of approved resources (Appendix 500(g)).
- Nutrition Education shall be entered into the client financial tracking system database system as a group activity and specified as C2. Data entry shall include the date of the session, the number of clients attending the activity, the title of the presentation, instructor name and credentials, source materials, and the length of the session. **Note:** There is no cost associated with nutrition education.

7.4.1: HOME DELIVERED MEALS STAFFING

- a. Indicate all staff necessary to provide Home Delivered Meals in compliance with the requirements of this Request for Proposal. Be sure to provide job title, a brief description of their job duties, and the percentage of their time spent working on the program.
- b. Describe how your agency will provide adequate oversight of program operations especially volunteers.

7.4.2: HOME DELIVERED MEALS EXPERIENCE/PAST PERFORMANCE

- a. If you are currently a provider of Home Delivered Meals, please provide a short narrative overview of programming including number of participants and measurable outcomes.
- b. If you are not currently a provider of Home Delivered Meals, please describe any experience you have in providing home-bound meals.

7.4.3: HOME DELIVERED MEALS SERVICE DELIVERY PLAN

- a. Please provide a detailed description of your plan for the home delivered meals program.

7.4.4: HOME DELIVERED MEALS COMMUNITY INVOLVEMENT-EXPANSION OF SERVICES

- a. Discuss any cooperative relationships fostered and/or planned to increase or expand the services.

- b. Discuss how your agency will coordinate with other community service providers or other Older American Act providers to ensure the service recipient is linked to any services they may need.

7.5 TRANSPORTATION

Transportation Services purchased shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging and Santee-Lynches AAA.

PURPOSE:

The purpose is to maintain personal independence or improve quality of life of older adults by providing transportation services to the eligible individuals that will enable them to:

1. Participate in Group Dining and Senior Center programs;
2. Provide access to the health resources;
3. Reduce social isolation;
4. Maintain health and independence; and
5. Prevent premature institutionalization.

ELIGIBLE PARTICIPANTS:

1. Individuals 60 years of age or above;
2. Private pay riders of any age; and
3. Passengers referred from coordinating transportation services.

SERVICE ACTIVITIES:

The Contractor may offer one or more of the following service methods, as appropriate, to meet the individual needs of the riders:

- Fixed route;
- Demand response;
- Passenger assistance services;
- Door-to-door;
- Curb-to-curb;
- Door through door; and
- Assisted transportation.

SERVICE ELIGIBILITY:

Santee-Lynches Area Agency on Aging will approve services for eligible individuals using uniform criteria under the Older Americans Act and approved by the SC Department on Aging.

DOCUMENTATION:

The contractor shall comply with the following documentation requirements:

1. Maintain all information that documents compliance with transportation standards and make such available to service monitors;
2. Enter all required data into the state-approved data collection system not less than monthly;
3. Provide the following service documentation: (a) daily rider logs for each vehicle; (b) miles ridden by each passenger; trip starting point and destination; and (c) names of companion riders.
4. Keep incident reports for any unexpected event and registered complaints with documentation of follow-up on file.
5. Collect and protect contributions donated by riders, and fares paid by private pay passengers. Record the amount collected each day and track it to deposit in the contractor bank account.
6. Ensure that staff are proficiently trained to perform the job duties assigned and are trained to properly input data into the Advanced Information Management (AIM) System.
7. Retain hard copies of the programming documentation for a period of seven (7) years.

UNIT OF SERVICE:

The unit service for contracted **point-to-point** transportation services for an individual is a mile. Point-to-point is the exact number of miles from one location to another location. **Note:** General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

7.5.1: TRANSPORTATION STAFFING

- a. Indicate all staff necessary to provide the applicable service in compliance with the requirements of the Request for Proposal. Be sure to provide job title, a brief description of their job duties, and the percentage of their time spent working on the program.
- b. Describe how your agency will provide adequate oversight of program operations.

7.5.2: TRANSPORTATION EXPERIENCE/PAST PERFORMANCE

- a. If you are currently a provider of Transportation, please provide a brief narrative overview of programming including number of participants and measurable outcomes.
- b. If you are not currently a provider of Transportation, please describe any experience you have in providing transportation to a congregate setting.

7.5.3: TRANSPORTATION SERVICE DELIVERY PLAN

- a. Describe the type(s) of transportation your organization will provide to meet the needs of seniors. Include any enhancements, expansions, or additional resources to be offered to the program.
- b. What methods will your agency use to serve those people who the Older Americans Act targets?

7.5.4: TRANSPORTATION COMMUNITY INVOLVEMENT - EXPANSION OF SERVICES

- a. Discuss any cooperative relationships fostered and/or planned to increase or expand the services.
- b. Discuss how your agency will coordinate with other community service providers or other Older American Act providers of service to ensure service recipients are linked to all services they may need.

VIII. BUDGET INFORMATION/REQUIREMENTS

8.1 Budget and Unit Cost Calculations (Spreadsheet)

- Please be sure to follow the instructions for the budget spreadsheets.
- All applicable expenses should be entered for each service and the calculated Unit Cost must justify your offered price(s).
- Each spreadsheet captures all cost information for one county, regardless of the number of services being proposed.

8.2 Instructions for Unit Cost Calculations

1. Enter data only in green boxes.
2. The information is being broken down or listed by service delivery and management (indirect or overhead) charges.
3. The line items are general, please do not list every line item specific to your budget. If one of the listed items fits, please use it. Otherwise, please use the "other" to list items that do not fit in any of the listed items.
4. List all expenses by service. We are primarily interested in services we provide funding for, but we are interested in the total cost for those services whether or not you receive all of your funding from us.
5. On the "Staffing Detail" tab, list each position in column B with each position's total annual salary in column C. In columns D – L, break out the salaries by service type. Column M should equal column C, so that there are only zeros in column N. In the Fringe Benefits section of this sheet, enter the percentages for each type of fringe expense in column C, and then columns D – L will automatically calculate. The percentages entered should be the percentage of salaries and should only be for the employer's share and not include the employee's contributions. For example, the employer's share of FICA is 7.65% of taxable wages, so typically 7.65% is the amount that would be entered in cell C67. The amounts from this sheet will fill in automatically on the "Budget" tab.
6. If the offeror plans on using a caterer to provide meals that they will serve to Group Dining and Home Delivered Meal clients, information regarding the costs for the caterer must be entered in the "Raw Food Costs" tab, which will automatically fill in line item #21 on the "Budget" tab.

If the offeror will not be using a third-party caterer and will purchase and prepare meals in-house, those projected costs should be entered under line item #20 on the "Budget" tab.

If using the AAA's caterer, fill in line items 79-83 on the "Raw Food Costs" tab. The caterer's rates per meal are already filled in. If the offeror will use a different caterer, fill in line items 84-88 and update the meal rates in column D.

If the offeror uses the AAA's caterer for some meal types and another caterer for other meal types, both sections of this sheet should be filled out.

Indirect/overhead costs should be entered in column L of the "Budget" tab. These should be management costs that are not already included in any of the other categories/services. To allocate these costs to each service, indicate the percentage of those costs that are attributable to each category under line item #29.

7. For line item 34, enter the total of all units for services (including ones we are not paying for with OAA /State Funds).

8. Proposed unit rates are calculated in line item #42 based on all of the data entered in the workbook.

8.3 RAW FOOD COST

Offerors under this RFP may use the Santee-Lynches Regional Council of Governments/Area Agency on Aging vendor, who is currently Iacofano, for Group Dining and Home Delivered Meals. The cost of a hot meal for 2022-2023 is \$3.67 per meal and the cost of a frozen meal is \$4.32 per meal. This cost should be included in the unit cost proposed in the offer.

Offerors can choose to use a different caterer for Group Dining and Home Delivered Meals. If this option is chosen, the Offeror would be responsible for directly paying this caterer.

8.4 MATCH

At this time, sufficient match funding is being provided by SCDOA, so the AAA intends to fund 100% of the contracted rates. However, this is not a guarantee for future years and SCDOA may stop providing the funds for the local match in the future. If that happens, the contractor may be required to provide a 10% match as mandated for the program.

APPENDIX A Budget and Unit Cost Calculations

Budget Tab

Budget and Unit Cost Calculations									
Name of Offeror:					Geographic Service Area:				
Enter data in Green Cells Only									
Item #	Item Description	100% Budget (All Svcs)	Home Delivered Meals (HDM)	Group Dining	Client Transportation	Walk with Ease	Other service - specify	Indirect/Overhead	Comments
Service Delivery Costs									
1	Personnel Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2	Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3	Training (include training-related staff travel)	0.00							
4	Background checks	0.00							
5	Building Rent	0.00							
6	Repairs & Maintenance	0.00							
7	Telephone/Internet	0.00							
8	Utilities	0.00							
9	Supplies	0.00							
10	Insurance (do not include Workers Comp)	0.00							
11	Audit Fees	0.00							
12	Legal Fees	0.00							
13	Depreciation	0.00							
14	Fuel	0.00							
15	Contracted transportation services	0.00							Rate per trip if contracted out:
16	Equipment Lease	0.00							
17	Equipment Purchase (less than \$5,000) - specify in comments column	0.00							
18	Equipment Purchase (less than \$5,000) - specify in comments column	0.00							
19	Equipment Purchase (less than \$5,000) - specify in comments column	0.00							
20	Raw Food Cost if prepared 100% in-house	0.00							
21	Raw Food/Meal Cost - outside caterer	0.00	0.00	0.00					
22	Other: (specify)	0.00							
23	Other: (specify)	0.00							
24	Other: (specify)	0.00							
25	Other: (specify)	0.00							
26	Other: (specify)	0.00							
27	Other: (specify)	0.00							
28	Subtotal - Service Delivery Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Management (Indirect/Overhead) Costs									
29	Percentage Allocated to Service Type	0.00%							
30	Amount Allocated to Service Type	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
31	Subtotal - Mgmt (Indirect/Overhead) Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
32	Profit	0.00							
33	TOTAL OPERATING BUDGET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
34	Projected Total # of Units (all funding sources)								
35	Actual Unit Cost		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
42	Projected Total # of Units (AAA-funded)								
43	Projected Total Reimbursement at PROPOSED unit rates	0.00	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	
48	Overhead/Indirect Rate as % all other costs	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
49	Total costs less raw food cost	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

APPENDIX A Budget and Unit Cost Calculations

Staffing Detail Tab

Budget and Unit Cost Calculations: Salaries & Fringe Detail										
		Name of Offeror: 0								
Enter data in Green Cells Only										
Item #	Item Description	Total Annual Salary (all services/ funding sources)	Home Delivered Meals (HDM)	Group Dining	Client Transportation	Walk with Ease	Other service - specify	Indirect/ Overhead	Total (columns D-L)	Total salary vs salaries included here
Personnel Salaries - list each applicable staff position, their total annual salary, and portion allocated to each service type										
50									0.00	0.00
51									0.00	0.00
52									0.00	0.00
53									0.00	0.00
54									0.00	0.00
55									0.00	0.00
56									0.00	0.00
57									0.00	0.00
58									0.00	0.00
59									0.00	0.00
60									0.00	0.00
61									0.00	0.00
62									0.00	0.00
63									0.00	0.00
64									0.00	0.00
65									0.00	0.00
66	Subtotal - Personnel Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fringe Benefits		% of Salary								
67	FICA (Employer contributions only)	7.65%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68	FUTA (Federal Unemployment)	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69	SUI (State Unemployment)	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70	Workman's Compensation	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71	Medical benefits	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72	Retirement (Employer contributions only)	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73	Vacation/Leave Time	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
74	Other: (specify)	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
75	Other: (specify)	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76	Subtotal - Fringe Benefits		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77	TOTAL SALARIES + FRINGE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
78	Fringe Rate as % Of Salaries		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

APPENDIX A
Budget and Unit Cost Calculations

Raw Food Cost Tab

Budget and Unit Cost Calculations: Raw Food/Meal Costs						
		Name of Offeror: 0				
Enter data in Green Cells Only						
Item #	Item Description	Estimated TOTAL # of Meals (all funding sources)	Caterer's Estimated Cost Per Meal	Home Delivered Meals (HDM)	Group Dining	Comments
Santee-Lynches AAA's Catering Contract:						
79	Group Dining: Hot meals	0.00	\$3.67		0.00	
80	HDM: Hot meals	0.00	\$3.67	0.00		
81	HDM: Frozen meals	0.00	\$4.32	0.00		
82	HDM: Cold/Deli meals	0.00	\$3.67	0.00		
83	HDM: Shelf Stable meals	0.00	\$5.25	0.00		
Other Caterer (direct-pay):						
84	Group Dining: Hot meals	0.00	\$3.67		0.00	
85	HDM: Hot meals	0.00	\$3.67	0.00		
86	HDM: Frozen meals	0.00	\$4.32	0.00		
87	HDM: Cold/Deli meals	0.00	\$3.67	0.00		
88	HDM: Shelf Stable meals	0.00	\$5.25	0.00		
89	Subtotal - Raw Food/Meal Costs	0.00		0.00	0.00	

APPENDIX B
Checklist for Procurement Proposal Submission

I. CERTIFICATION AND ORGANIZATIONAL INFORMATION

- 6.1 – Proposal Package Cover Letter (Form)
- 6.2 – Certification (Form)
- 6.3 – Contract Terms and Conditions (Form)
- 6.4 – Non-Collusion Certification (Form)
- 6.5 – Offeror Certifications - Debarment (Form)
- 6.6 – Proposed Services
- 6.7 – Executive Summary
- 6.8 – Organizational/Administrative Capacity
- 6.9 – Financial Management and Strength
- 6.10 – Quality Management
- 6.11 – Budget Information/Requirements

II. PROJECT IMPLEMENTATION REQUIREMENTS FOR SERVICES

Group Dining

- 7.2.1 – Group Dining Staffing
- 7.2.2 – Group Dining Experience/Past Performance
- 7.2.3 – Group Dining Service Delivery Plan
- 7.2.4 – Group Dining Community Involvement – Expansion of Services

Evidence Based Disease and Health Promotion

- 7.3.1 – Evidence Based Disease and Health Promotion Staffing
- 7.3.2 – Evidence Based Disease and Health Promotion Experience/Past Performance
- 7.3.3 – Evidence Based Disease and Health Promotion Service Delivery Plan
- 7.3.4 – Evidence Based Disease and Health Promotion Community Involvement – Expansion of Services

Home Delivered Meals

- 7.4.1 – Home Delivered Meals Staffing
- 7.4.2 – Home Delivered Meals Experience/Past Performance
- 7.4.3 – Home Delivered Meals Service Delivery Plan
- 7.4.4 – Home Delivered Meals Community Involvement – Expansion of Services

Transportation

- 7.5.1 – Transportation Staffing
- 7.5.2 – Transportation Experience/Past Performance
- 7.5.3 – Transportation Service Delivery Plan
- 7.5.4 – Transportation Community Involvement – Expansion of Services

III. BUDGET AND UNIT COST SPREADSHEETS

- Budget Spreadsheet
- Staffing Detail Spreadsheet
- Raw Food Costs Spreadsheet

APPENDIX C

Terms and Conditions

Affirmative Action The successful respondent will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical disability.

Americans With Disabilities Act (ADA) The firm shall comply with the ADA, as applicable.

Assignment No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Council of Governments Representative.

Audits and Reviews The firm shall, throughout the life of the contract, participate in State and Federal audits. The firm shall provide support to Santee-Lynches Regional Council of Governments during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting Santee-Lynches Regional Council of Governments in responding to questions.

Bankruptcy (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Santee-Lynches Regional Council of Governments. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all Santee-Lynches Regional Council of Governments contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is void-able and subject to immediate termination by the Santee-Lynches Regional Council of Governments upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

Choice of Law the Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

Civil Rights Act of 1964; title VI and VII There will be no discrimination against any employee or person served on account of race, color, sex, religious background, ancestry or national origin in the performance of this contract. The Respondent shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served, and the regulations issued pursuant thereto (45 CFR, Part 80). The Respondent shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment, and any regulations issued pursuant thereto. It is expressly understood that upon receipt of evidence of such discrimination, the Santee-Lynches Regional Council of Governments shall have the right to terminate said contract.

Competition This solicitation is intended to promote competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested respondent to notify the Santee-Lynches Regional Council of Governments in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

Compliance with Codes, Ordinances, Industry Standards During the term of this contract, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

Compliance with Federal Regulations State or Federal requirements that are more restrictive shall be followed.

Confidential Information For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Respondent contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 39-8-20(a) (1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Respondent contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the word "PROTECTED" every page, or portion thereof, that Respondent contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order

to conspicuously distinguish the mark from the other text. Do not mark your entire response (proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, Santee-Lynches Regional Council of Governments may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Respondent (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these proposals instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, Santee-Lynches Regional Council of Governments will detrimentally rely on Respondent's marking of documents, as required by this proposal instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Respondent agrees to defend, indemnify and hold harmless the Santee-Lynches Regional Council of Governments, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Respondent marked as "confidential" or "trade secret" or "PROTECTED".

Contract amendments, modification and change orders any change orders, alterations, amendments or other modification hereunder shall not be effective unless reduced to writing and approved by the Santee-Lynches Regional Council of Governments and the contractor.

Contract Period The contract will run from July 1, 2023, through June 30, 2024.

Contractor's Liability Insurance

Minimum insurance coverage carried by the Respondent shall not be less than following:

Worker's Compensation	\$250,000 each person
Comprehensive (Including Products)	\$1,000,000 each occurrence
	\$250,000 property damage each occurrence
Automotive Liability	\$250,000 each person
	\$1,000,000 each occurrence
	\$250,000 property damage; each occurrence

Contractor's Obligation – General. The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

Debarments/Suspension

(a)(1) By submitting an Offer, Respondent certifies, to the best of its knowledge and belief, that (i) Respondent and/or any of its Principals (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or federal agency; (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Respondent has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, State, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Respondent shall provide immediate written notice to the Council of Governments Representative if, at any time prior to contract award, Respondent learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Respondent is unable to certify the representations stated in paragraphs (a) (1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Respondent's responsibility. Failure of the Respondent to furnish additional information as requested by the Council of Governments Representative may render the Respondent non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Respondent is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Respondent knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the Santee-Lynches Regional Council of Governments, the Council of Governments Representative may terminate the contract resulting from this solicitation for default.

Disputes All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Santee-Lynches Regional Council of Governments or in the absence of jurisdiction, only in the Court of Common Pleas for, or a Federal court located in the State of South Carolina. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2)

False Claims According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

Fixed Pricing Any pricing provided by contractor shall include all costs for performing the work associated with that price, except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

For Cause Termination by the Santee-Lynches Regional Council of Governments for cause, default, or negligence on the part of the contract shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this Proposal shall apply.

For Convenience In the event that this contract is terminated or canceled upon request and for the convenience of the Santee-Lynches Regional Council of Governments without the thirty (30) days advance written notice, then the Santee-Lynches Regional Council of Governments may negotiate reasonable termination costs, if applicable.

Force Majeure The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of the causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

Indemnification The Santee-Lynches Regional Council of Governments, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the Santee-Lynches Regional Council of Governments or failure of the Santee-Lynches Regional Council of Governments to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's proposal.

Non-Appropriations Any contract entered into by the Santee-Lynches Regional Council of Governments resulting from this proposal invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Non-Indemnification Any term or condition is void to the extent it requires the Santee-Lynches Regional Council of Governments to indemnify anyone.

Notice: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as

the Notice Address on Page Two. Notice to the Santee-Lynches Regional Council of Governments shall be to the Council of Governments Representative's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

Ownership of Material Ownership of all data, material and documentation originated and prepared for the Santee-Lynches Regional Council of Governments pursuant to this contract shall belong exclusively to the Santee-Lynches Regional Council of Governments.

Presentation Bidders may be required or requested to make an oral presentation of their proposal to the AAA. Presentations provide an opportunity to clarify proposals and to ensure mutual understanding. The AAA will determine the need, location, format and schedule for any presentations. The AAA also reserves the right to cancel scheduled presentations. All Bidders who, at the time proposal decisions are made, are reasonably susceptible of receiving an award, will be afforded an equal opportunity to present.

Price Escalation Price changes may be negotiated to be effective on renewal date, if extended. Requested increases should be adjusted in accordance with changes in the Series for Food Away From Home, of the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the Department of Labor, based on the 12-month period ending on July 1 of the preceding year. In the event of a major change in the quantity of meals, the Santee-Lynches Regional Council of Governments reserves the right to negotiate the price based on market conditions. The contract will automatically renew at the existing price unless the respondent notifies the Santee-Lynches Regional Council of Governments in writing by January 1st of proposed price negotiation.

Proposal Acceptance Period In order to withdraw your offer after the minimum period specified on the Cover Page, you must notify the Council of Governments Representative in writing.

Proposal Rejection/Cancellation This solicitation does not commit the Santee-Lynches Regional Council of Governments to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. Santee-Lynches Regional Council of Governments reserves the right to reject any and all proposals and to cancel this solicitation in its entirety if it is in the best interest of Santee-Lynches Regional Council of Governments to do so.

Propose in English and Dollars Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

Publicity Releases The firm shall not have the right to include Santee-Lynches Regional Council of Governments' name in its published list of customers without prior approval. With regard to news releases, only the name of the firm, type and duration of contract may be used and then only with prior approval of Santee-Lynches Regional Council of Governments. The firm agrees not to publish or cite in any form any comments or quotes from Santee-Lynches Regional Council of Governments Board members or staff. The firm further agrees not to refer to award of this contract in commercial advertising in such a manner as to State or imply that the products or services provided are endorsed or preferred by Santee-Lynches Regional Council of Governments.

Relationship of the Parties Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

Respondent's Qualification By submission of a proposal, you are guaranteeing that all services meet the requirements of the proposal during the contract period. Respondents must, upon request of the Santee-Lynches Regional Council of Governments, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. The Santee-Lynches Regional Council of Governments reserves the right to make the final determination as to the Respondent's ability to provide the products or services requested herein.

All amendments to and interpretations of the solicitation shall be in writing from the Council of Governments representative. The representative shall not be legally bound by any amendment or interpretation that is not in writing.

Respondent's Responsibility Each respondent shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. Failure to do so will be at the Respondent's risk. It is expected that this will sometimes require on-site observation. The failure or omission of a Respondent to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

Responsiveness/Improper Offers Proposals for supplies or services other than those specified will not be considered unless authorized by the Solicitation. Respondents may submit more than one proposal, provided that each proposal has significant

differences other than price. Each separate proposal must satisfy all Solicitation requirements. If this solicitation is a Request for Proposals, multiple proposals may be submitted as one document, provided that you clearly differentiate between each proposal and you submit a separate cost proposal for each offer, if applicable. Any Proposal which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Proposals which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, a Proposal will be rejected if the total possible cost to the Santee-Lynches Regional Council of Governments cannot be determined. Respondents will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Council of Governments Representative. The Santee-Lynches Regional Council of Governments may reject a Proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items.

Restrictions for Lobbying Funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors and must be included in all subcontracts.

Safety Precautions Santee-Lynches Regional Council of Governments assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The firm shall take necessary steps to insure or protect itself and its personnel. The firm agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

Save Harmless The successful respondent shall indemnify and save harmless the Santee-Lynches Regional Council of Governments and all officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright. Respondent shall have no liability to the Santee-Lynches Regional Council of Governments if such patent, trademark or copyright infringement or claim is based upon the responder's use of material furnished to the respondent by the Santee-Lynches Regional Council of Governments.

Service of Process Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

SC Law Clause Upon award of a contract under this Statement, the person, partnership, association, or corporation to whom the award is made must comply with the Laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with the State of South Carolina. By submission of this signed Proposal, the respondent agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Termination Subject to the conditions below, the contract may be terminated for any reason by the Santee-Lynches Regional Council of Governments providing a thirty (30) day advance notice in writing is given to the contractor.