

**Trident Area Agency on Aging (TAAA)**  
**SOLICITATION OF OFFERS**

**SOLICITATION #:** TAAA-030719

**OFFER SUBMISSION DEADLINE:** 4:30 PM EST, April 25, 2019

**PURPOSE:** Procurement of Consumer Choice Home Care Services under Title III of the Older Americans Act of 1965, as amended, and State Funded Programs of the South Carolina Department on Aging

**TRIDENT AREA AGENCY ON AGING CONTACT PERSON:** Stephanie Blunt, Executive Director  
4450 Leeds Place West, Suite B  
North Charleston, South Carolina 29405  
Phone: (843) 554-2275  
Email Address: [sblunt@tridentaaa.org](mailto:sblunt@tridentaaa.org)

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Trident Area Agency on Aging (TAAA) is seeking Home Care providers that are licensed by the South Carolina Department of Health and Environmental Control (SCDHEC) having the capacity to accept referrals and provide direct homemaker and personal care services for vulnerable adults residing in Berkeley, Charleston and Dorchester counties. Home Care service providers shall have at least five (5) years of experience providing homemaker and personal care services to vulnerable adults. TAAA is not interested in agencies that function as staffing or registry agencies and do not provide training and supervision of aides. Home Care aides must be employees of the Provider.

The Offeror agrees to provide Home Care Services at the rate of \$18.50 per hour to eligible individuals approved by Trident Area Agency on Aging. Offers must be [signed in blue ink](#) by an official authorized to bind the proposing organization to the terms of the Agreement.

This Solicitation does not commit TAAA to award a contract, nor is TAAA responsible for any costs incurred in the preparation of this offer. TAAA reserves the right to accept or reject any or all offers received as a result of this Solicitation or to cancel, in part or in whole, this Solicitation, if it is in the best interest of TAAA to do so.

The term of any agreements resulting from this Solicitation is projected to be for the period beginning July 1, 2019, and continuing through June 30, 2020, with options for an additional four (4) one-year extensions.

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## SECTION I SCOPE OF SOLICITATION

### 1.1. TO ACQUIRE SERVICES

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

### 1.2. AGREEMENT PERIOD

One-year agreement with an additional four (4) one (1) year renewal options.

Agreement Base Period: 07/01/2019 through 06/30/2020

### 1.3 SERVICES TO BE OFFERED

Offerors may propose Home Care Services in any or all of the designated areas. Proposals must address all activities described in the applicable Scope of Work and the required services must be provided throughout each designated geographic service area being proposed for services. Offers that fail to offer services throughout a service area will be declared non-responsive.

### 1.4 SCHEDULE OF EVENTS – DATES ARE SUBJECT TO CHANGE

Solicitation of Offers	March 7, 2016
Pre-proposal Conference	10:00 AM EST, March 27, 2019
Deadline for Receipt of Formal Offers	4:30 PM EST, April 25, 2019
Presentation of Recommendations to Purchasing Authority/Board	May 21, 2019
Provider Selection Notification	May 31, 2019
Commencement of Services	July 1, 2019

### 1.5 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to ensure potential Offerors have a clear understanding of the requirements of the Solicitation. The AAA will accept questions only prior to the deadline indicated below and will provide written answers that will be communicated to all eligible, potential Offerors.

Pre-Proposal Conference	Mandatory
Location	Town and Country Inn and Suites 2008 Savannah Highway Charleston, SC 29407
Date and Time	10:00 AM EST, March 27, 2019
Organizations planning to attend must RSVP to:	Stephanie Blunt - <a href="mailto:sblunt@tridentaaa.org">sblunt@tridentaaa.org</a> Subject Line: Home Care Solicitation RSVP
RSVPs must be received by:	4:30 PM EST, March 20, 2019
All questions and/or requests for additional information shall be submitted in writing to:	Stephanie Blunt – <a href="mailto:sblunt@tridentaaa.org">sblunt@tridentaaa.org</a> Subject Line: Home Care Solicitation Questions
All questions and/or requests for additional information must be submitted by:	4:30 PM EST, March 20, 2019
Will additional questions be accepted at the Pre-Proposal Conference?	No

## 1.6 LOCATION(S) OF SERVICE PROVISION – DETAIL

### BERKELEY AREA ZIP CODES

<u>ZIP CODE</u>	<u>NAME OF COMMUNITY</u>	<u>PERCENTAGE OF ZIP CODE INCLUDED</u>
29410	HANAHAN / N. CHARLESTON	100
29430	BETHERA	100
29431	BONNEAU	100
29434	CORDESVILLE	100
29436	CROSS	100
29445	GOOSE CREEK	100
29450	HUGER	100
29453	JAMESTOWN	100
29456	LADSON	100
29461	MONCKS CORNER	100
29468	PINEVILLE	100
29469	PINOPOLIS	100
29476	RUSSELLVILLE	100
29479	SAINT STEPHEN	100
29486	SUMMERSVILLE	100
29492	CHARLESTON	100

### EAST CHARLESTON AREA ZIP CODES

<u>ZIP CODE</u>	<u>NAME OF COMMUNITY</u>	<u>PERCENTAGE OF ZIP CODE INCLUDED</u>
29429	AWENDAW	100
29451	ISLE OF PALMS	100
29458	MCCLELLANVILLE	100
29464	MT. PLEASANT	100
24966	MT. PLEASANT	100
29482	SULLIVANS ISLAND	100

### CENTRAL CHARLESTON AREA ZIP CODES

<u>ZIP CODE</u>	<u>NAME OF COMMUNITY</u>	<u>PERCENTAGE OF ZIP CODE INCLUDED</u>
29401	CALHOUN ST. TO THE HARBOUR	100
29403	NECK AREA – NORTH OF CALHOUN STREET	100
29404	AIR FORCE BASE	100
29405	NORTH CHARLESTON	100

29406	RIVERS (MONTAGUE TO TRIDENT HOSP.)	100
29418	NORTH CHARLESTON	100

**WEST CHARLESTON AREA ZIP CODES**

<u>ZIP CODE</u>	<u>NAME OF COMMUNITY</u>	<u>PERCENTAGE OF ZIP CODE INCLUDED</u>
29412	JAMES ISLAND	100
*29438	*EDISTO ISLAND (Charleston County only)	40.7
29439	FOLLY BEACH	100
29449	HOLLYWOOD	100
29455	JOHNS ISLAND	100
29470	RAVENEL	100
29407	WEST ASHLEY	100
29414	WEST ASHLEY	100
29426	ADAMS RUN	100
29487	WADMALAW	100

**DORCHESTER AREA ZIP CODES**

<u>ZIP CODE</u>	<u>NAME OF COMMUNITY</u>	<u>PERCENTAGE OF ZIP CODE INCLUDED</u>
29420	NORTH CHARLESTON	100
29437	DORCHESTER	100
29447	GROVER	100
29448	HARLEYVILLE	100
29471	REEVESVILLE	100
29472	RIDGEVILLE	100
29477	SAINT GEORGE	100
29483	SUMMERVILLE	100
29484	SUMMERVILLE	100
29485	SUMMERVILLE	100

## **SECTION II SCOPE OF WORK**

### **HOME CARE SERVICE (HCS)**

Home Care Services purchased under this solicitation shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging and TAAA.

#### **PURPOSE:**

The purpose of the Home Care services is to provide assistance to seniors, families and/or caregivers to overcome specific barrier to maintain, strengthen, and safeguard independent functioning in the home. These services are designed to prevent or delay institutionalization and improve the individual's or caregiver's quality of life.

#### **ELIGIBLE PARTICIPANTS:**

Individuals approved by TAAA who have a chronic illness, limitations in two (2) or more activities of daily living, or have an acute episode of a chronic illness that affects their ability to provide self-care and maintain a safe and sanitary home environment without assistance.

1. Home Care service beneficiaries receiving services are expected to be home-bound or to have a medical condition that prevents them from safely performing the activities involved in the level of service(s) received.
2. Under the OAA, home care services are provided to individuals age sixty (60) or older; however, such services should be targeted to those with the highest priority assessment scores and who have little or no personal support to provide assistance with the identified activities.

#### **SERVICE ACTIVITIES: (Must be provided by trained and qualified home care aides).**

1. Ambulation supervision
2. Assistance with letter writing
3. Bathing stand-by assistance
4. Blood Pressure, using digital cuff
5. Companionship
6. Task assistance related to benefits and services
7. Food handling
8. Housekeeping/Chores - vacuuming, dusting, cleaning bathrooms, etc.
9. Laundry for recipient only
10. Making occupied or unoccupied bed
11. Meal preparation/setup
12. Medication assistance (reminders and observation of self-administration of daily medication)
13. Menu planning
14. Minor home/yard maintenance - changing light bulbs, sweeping walkways, for client's safety
15. Observing and reporting changes in the older individual's condition
16. Safety

17. Wheelchair assistance
18. Bed bath/Shower/Tub bath
19. Bed bound care-basic
20. Denture care
21. Dressing client
22. Feeding
23. Foot care
24. Oral care
25. Shampoo
26. Shaving
27. Skin care
28. Teaching or retraining the individual to handle personal care tasks
29. Toileting with bedpan, commode, or urinal
30. Transfer to wheelchair
31. Turning and positioning
32. Walker Assistance

**DOCUMENTATION:**

The contractor/service provider shall maintain the following documentation and provide to the Trident Area Agency on Aging and the State Unit on Aging upon request or as required:

1. Documented in-home activities, plan of care, progress notes with supervisor's notes from any on-site visits and paper or electronic termination forms, when applicable;
2. Documentation of any missed or attempted visits;
3. Referrals to the Area Agency on Aging or other agency/organization when recipient needs cannot be fully met by the contractor;
4. Staff training records; and

**UNITS OF SERVICE:**

A unit of service is defined as one (1) hour of direct Home Care provided in the client's residence.

Partial units must be reported in quarter hour segments.

**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.

## **SECTION III INTRODUCTION AND BACKGROUND**

### **2.1. Purpose**

This solicitation is an invitation for qualified Offerors to submit offers to provide consumer choice Home Care Services. These services will be provided to eligible, qualified individuals who are approved by Trident Area Agency on Aging.

### **2.2. Overview of the Older Americans Act (OAA)**

Signed into law by President Lyndon B. Johnson in 1965, the OAA is considered the backbone of aging legislation and funding. OAA funds provide for programs and services to help seniors remain healthy, independent and safe for as long as is reasonably possible.

There are a wide range of community-based services, both in-home and in group settings, that may be provided under the OAA, including transportation services, in-home supportive services and home health care, homemaker and chore services, nutrition services and education, exercise and physical fitness, residential repair, employment programs, respite care, crime prevention and many others.

Anyone aged 60 or over regardless of income is eligible for services. However, funding is limited so the OAA targets seniors with the greatest economic and social need, focusing particularly on low-income minority seniors and rural seniors. The OAA established the Administration on Aging (AoA), now within the U.S. Department of Health and Human Services, and called for the creation of State Units on Aging.

Using OAA and other funds, the South Carolina Lieutenant Governor's Office on Aging is responsible for statewide planning and development of programs and services targeted to older citizens, and is responsible for allocating funds to the state's regional Area Agencies on Aging.

### **2.3. Overview of Area Agencies on Aging**

The OAA expects Area Agencies on Aging (AAAs) to be the leaders relative to all aging issues within designated planning and service areas. In South Carolina, the State Unit on Aging (SUA) has designated ten such regions. **45 CFR 1321.53(c)**

AAAs proactively carry out and procure, under the leadership of the SUA, a wide range of functions related to advocacy, planning, coordination, inter-agency linkages, information sharing, brokering, monitoring and evaluation, designed to create a comprehensive and coordinated community-based system. This system assists older persons and ensures that they are able to live in their own homes and communities as long as possible.

In addition to planning, administration and coordination responsibilities, AAAs are also authorized by the OAA to directly provide some specified services and are required to competitively procure others.

### **2.4. Values and Principles of Trident Area Agency on Aging**

ElderLink received its charter as a private, non-profit corporation on October 23, 1991 and began functioning independently on July 1, 1992. For the prior fifteen years, the agency was called the Trident Area Agency on Aging and was a division of Trident United Way. Existing staff, Trident United Way membership, and State designation as the Trident Area Agency on Aging (TAAA), serving Berkeley, Charleston, and Dorchester counties, were also transferred to ElderLink on July 1, 1992. When the TAAA was a part of Trident United Way, the agency was governed by the Trident United Way Board of Directors. The Trident United Way Board relied on the TAAA Advisory Council



for review of the Area Plan, information concerning the needs of the elderly, and recommendations about additional resources needed by the elderly.

ElderLink began to operate independently of Trident United Way, and was governed by its own Board of Directors. On January 26, 2005, the ElderLink Board of Directors voted to change the name from “ElderLink” back to “Trident Area Agency on Aging” in order to be consistent with area agencies across the state. It is the mission of Trident Area Agency on Aging to enhance the quality of life for all seniors and caregivers residing in the Trident Area (Berkeley, Charleston, and Dorchester counties).

The vision for the four years covered by the Trident Region Area Plan is to empower seniors, adults with disabilities and caregivers to make informed decisions about their long-term care and to coordinate innovative, cost-effective and quality home and community-based services for those with the greatest needs. According to Census data, the Trident Region’s senior population, age 60 and older, has increased over forty-six percent between the years 2000 and 2010. The number of seniors, age eighty-five and older, are expected to double by the year 2030. The aging of our society will place unprecedented pressures on our health care system, economy and long-term care resources. The need for a coordinated system of long-term care that promotes person-centered planning, offers qualified, trained options counselors and continues to improve practices that result in accountability, transparency and maximized operating efficiency will be essential so that individuals can successfully age in place.

#### **2.5. Funding Structure for Provision of Services**

Determining the total amount of funding that is available to the AAA 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 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. Although it is expected that Offerors be familiar with the basics of OAA and AAA service funding (especially regarding participant contributions and local match requirements), it is the responsibility of the SUA and the AAAs to interpret and coordinate these resources, and to provide technical support to contractors.

## **SECTION IV OFFEROR COMPLIANCE**

Funding for the services being procured through this Solicitation are obtained from a number of sources, to include Local, State and Federal funding; therefore, there are a significant number of policies that must followed. Provider 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;

- 45 CFR 1321.5 cites that the following regulations apply to all activities under this part [Title III] and adds that there may be others not listed here.
- 45 CFR Part 74: Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations;
- OMB Circular A-122: Cost Principles for Non-Profit Organizations;
- 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;
- 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB);
- Program Issuances (PIs) issued by AoA or the SUA that supersede the manual. AoA issuances will become effective only after the SUA has provided notice to that effect;
- The State Unit on Aging's Policies and Procedures Manual, to include supplemental instructions, when issued; and
- Other Laws, Regulations and Policies may apply.

**This is not intended to be an all-inclusive list. Such policies will be listed in awarded the final Agreement.**

## **SECTION V**

### **PROPOSAL INSTRUCTIONS AND REQUIREMENTS - GENERAL**

#### **5.1 AWARD CRITERIA - GENERAL**

Award(s) will be made to up to ten responsive and responsible Offeror(s) whose offer(s) provide the best value and are determined to be most advantageous to the AAA. Each responsive proposal will be evaluated to ensure it meets the requirements and criteria specified in the Solicitation.

The AAA will form a team comprised of individuals with applicable experience and knowledge of the requirements of the Solicitation to conduct a fair and unbiased evaluation of all proposals submitted by qualified Offerors in response to this Solicitation. The evaluation team reserves the right to reject any and all proposals. The evaluation team will make recommendations for awards. The awarding of contract(s) can be made only after final approval is obtained from the AAA's decision making authority.

#### **5.2 DEADLINE FOR SUBMISSION OF OFFER**

Proposals must be received on time by Trident Area Agency on Aging, unless extended by amendment. Any proposal received after 4:30 PM EST on April 25, 2019 shall be rejected.

#### **5.3 REJECTION/CANCELLATION**

The AAA may cancel this solicitation in whole or in part. The AAA may reject any or all proposals in whole or in part.

#### **5.4 OFFEROR'S RESPONSIBILITY**

Each provider shall be fully acquainted with conditions relating to the scope and restrictions pertaining to the execution of the work under the conditions of this request. The failure or omission of an Offeror to acquaint him/her self with existing conditions shall in no way relieve him/her of any obligation with respect to this request or to the Agreement.

#### **5.5 SIGNING YOUR OFFER**

Every Offer must be signed by an individual with the authority to bind the Offeror.

5.5.1 If the Offeror is an individual, the offer must be signed by that individual.

5.5.2 If the Offeror is an individual doing business as a firm, the offer must be submitted in the firm's name, signed by the individual, stating that the individual is doing business as a firm.

5.5.3 If the Offeror is a partnership, the offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.

5.5.4 If the Offeror is a corporation, the offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

#### **5.6 CONTENTS OF OFFER**

5.6.1 Offers should be complete and carefully worded and should convey all of the information requested.

5.6.2 Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.

5.6.3 If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Proposals that include either modifications to any of the solicitation's contractual requirements or an Offeror's own standard terms and conditions may be deemed non-responsive.

## **5.7 COMPETITIVE GEOGRAPHIC SERVICE AREAS**

This Solicitation to serve eligible individuals residing in the defined competitive/geographic service areas. Proposals will be considered for one or more of designated service areas. Proposals must offer to provide services for an entire service area.

## **5.8 CLARIFICATION**

The AAA Contact Person may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which conforms in material aspects to the solicitation. Clarification of an offer must be documented in writing and included as a part of the proposal. Clarifications may not be used to revise an offer or the solicitation.

## **5.9 RESPONSIVENESS**

5.9.2 Responsiveness. Any offer that fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor omission or nonconformity may be cured or waived at the sole discretion of the AAA.

## **5.10 DISCUSSIONS/NEGOTIATIONS**

5.10.1 By submission of a proposal, Offeror agrees that during the period following issuance of a solicitation and prior to provider selection notification, the Offeror shall not discuss this solicitation with any outside parties except the designated AAA Contact person.

5.10.2 Your offer may be evaluated and your offer may be accepted without any discussions, negotiations, or prior notice.

5.10.3 The AAA reserves the right to conduct discussions with responsible Offerors who submit proposals that appear reasonably susceptible of being selected for award to ensure a full understanding of, and responsiveness to, the requirements of this Solicitation.

5.10.4 There shall be no disclosure of specific information derived from proposals submitted by competing Offerors.

## **5.11 QUESTIONS FROM OFFERORS**

5.11.1 Any prospective Offeror desiring an explanation or interpretation of the solicitation must request it in writing by submitting your question to the AAA Contact Person, by the deadline stated in Section 1.5, unless otherwise stated by amendment. Label any communication regarding your questions with the name of the AAA Contact Person, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors.

5.11.2 The AAA seeks maximum competition. Offerors are urged to advise the AAA Contact Person as soon as possible regarding any aspect of this procurement that unnecessarily or inappropriately limits full and open competition.

## **5.12 TAXPAYER IDENTIFICATION NUMBER**

5.12.1 If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its offer the name and TIN of common parent.

5.12.2 Definitions: "Common parent," as used in this provision, means that 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)," means 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.

5.12.3 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

### **5.13 SUBMITTING YOUR OFFER OR MODIFICATION**

5.13.1 Offers and offer modifications shall be submitted in sealed envelopes or packages and addressed to the office specified in the Solicitation; and indicating the time and date specified for opening, the solicitation number, and the name and address of the Offeror.

5.13.2 If you are responding to more than one solicitation, each offer must be clearly marked in a different envelope or package.

5.13.3 Each Offeror must submit the number of copies indicated.

5.13.4 Offerors using commercial carrier services shall ensure that the offer is addressed and marked on the outermost envelope or wrapper when delivered to the office specified in the Solicitation.

5.13.5 Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless specifically authorized by the Solicitation.

5.13.6 Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

### **5.14 DEBRIEFING AND PROTESTS**

There will be no formal debriefing of the award process. Protest procedures will be followed in accordance with Trident Area Agency on Aging's Protest Procedures.

### **5.15 AAA OFFICE CLOSINGS**

If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the 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 work day on which normal business processes resume. If AAA offices are closed at the time a pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

## **SECTION VI**

### **RESPONSE TO SOLICITATION – INFORMATION TO SUBMIT**

Unless otherwise noted, all categories and questions must be addressed. Information must be presented in the listed order, using the forms provided when applicable, and tabbed/identified accordingly.

Your proposal must include **one (1) original unbound version** and **one (1) unbound copy**. Electronic or faxed copies will not be accepted.

Your proposal must be submitted in a sealed package and include the Solicitation # and opening date on the package.

Please respond completely, but concisely, to each question and, where indicated, keep the length of your response reasonably close to the length suggested. Unnecessarily long responses may result in low or no scores for the applicable question(s).

Font size(s) must be appropriate to allow easy reading of your proposal and not be excessively large or small for the purpose of complying with suggested length.

Section 6.1-6.10

Section 7 - Required Attachments

**6.1 OFFER PACKAGE COVER LETTER**

Provider: \_\_\_\_\_ SOLICITATION #: \_\_\_\_\_

**HOME OFFICE ADDRESS:**

**NOTICE ADDRESS:**

<p>_____</p> <p>Contact Person</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>Phone</p> <p>_____</p> <p>E-mail address</p>	<p>_____</p> <p>Contact Person</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>Phone</p> <p>_____</p> <p>E-mail address</p>
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**PAYMENT ADDRESS:**

**TYPE OF ENTITY: (Check one)**

<p>_____</p> <p>Contact Person</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>Phone</p> <p>_____</p> <p>E-mail address</p>	<p>_____ Sole Proprietorship</p> <p>_____ Corporate Entity (not-tax exempt)</p> <p>_____ Partnership</p> <p>_____ Corporation (tax-exempt)</p> <p>_____ Government entity (federal, state, local)</p> <p>_____ Other: _____</p>
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**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 Home Care Services under Title III of the Older Americans Act, as amended, 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 Solicitation and that this entity is prepared to implement the proposed services as described herein. I further certify that I am authorized to sign this Offer and any contractual agreement emanating there on behalf of the entity submitting the proposal. Closing date for this solicitation is **4:30 PM EST April 25, 2019.**

\_\_\_\_\_  
Signature of Signatory Official (in **BLUE** ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Signatory Official

\_\_\_\_\_  
Typed Job Title of Signatory Official

\_\_\_\_\_  
Organization/Company Name

\_\_\_\_\_  
Taxpayer Identification Number

**The Offer must be submitted in a sealed package and include the Solicitation # and opening date on the package.**

## 6.2 OFFEROR CERTIFICATIONS – CONTRACT TERMS & CONDITIONS

In order to be considered for an award of a contract for any of the services being procured through this Solicitation, 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 Solicitation. The AAA 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 AAA 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 Solicitation. I understand that these are standard AAA requirements that will become part of any contract(s) awarded pursuant to this Solicitation 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 (in blue ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Signatory Official

\_\_\_\_\_  
Typed Job Title of Signatory Official

\_\_\_\_\_  
Organization/Company Name

\_\_\_\_\_  
Solicitation #

Exceptions (include clause reference, title and explanation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### 6.3 OFFEROR CERTIFICATIONS – NON-COLLUSION

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

As an authorized representative of \_\_\_\_\_,  
{fill in 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 Solicitation;
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 work;
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 (in blue ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Signatory Official

\_\_\_\_\_  
Typed Job Title of Signatory Official

\_\_\_\_\_  
Organization/Company Name

\_\_\_\_\_  
SOLICITATION #

**6.4 OFFEROR CERTIFICATIONS – DEBARMENT**

In order to be considered for award of a contract for any service being procured through this Solicitation, 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.
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.  
=====
- (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 (in blue ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization/Company Name

\_\_\_\_\_  
SOLICITATION #

**6.5 Proposed Services**

Identify the service(s) and the applicable competitive (geographic) area(s) that you are offering to provide by placing “YES” in the appropriate cell(s).

Service	Service Requirements & Scope of Work located in:	Berkeley Area	East Charleston Area	Central Charleston Area	West Charleston Area	Dorchester Area
Home Care	Section II					

**6.6 Executive Summary (2 pages or less)**

Summarize how your organization’s history, capability and philosophies make you a qualified provider for the Home Care Service (HCS). In doing so, please address:

- Experience providing home care services;
- Your relationships with other human services organizations; and
- Other relevant information.

**6.7 Organizational Capacity**

- Describe the experience of the executive and/or management staff who oversees the internal operations of the business or organization.
- Demonstrate your ability to provide quality HCS for the entire service delivery area(s) you are proposing.
- Describe your policies and procedures for documenting client service delivery.
- Provide the HCS hours of operation. How will you accommodate seniors’ needs for HCS beyond the business’ normal hours?
- Provide a 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.

**6.8 Financial Management and Strength**

- Within the past five years, has any entity cancelled or terminated a Federal or State contract they held with your organization due to your failure to meet the requirements of the contract? If so, explain.
- Has your business or organization filed for bankruptcy or restructuring under the U.S. bankruptcy code within the last ten (10) years? If yes, when and where?

**6.9 Quality Management Functions**

- How will your business or organization determine client’s satisfaction with the HCS?
- How will you take actions to remedy problems or concerns?

**6.10 Technical Evaluation Criteria (Sections 6.1 through 6.9)**

<b>Tab #</b>	<b>Requirement/Evaluation Factor</b>	<b>Max Score</b>	<b>Primary Reference(s)/Comments</b>
<b>6.1</b>	Completed, Signed Cover Page	0	Required; Form Provided
<b>6.2</b>	Certification of Agreement to Terms and Conditions	0	Required; Form Provided
<b>6.3</b>	Certification of Non-Collusion	0	Required; Form Provided
<b>6.4</b>	Certification - Debarment	0	Required; Form Provided
<b>6.5</b>	Service(s) & Location(s) Being Proposed	0	Required; Form Provided

<b>6.6</b>	<b>Executive Summary</b>	<b>25</b>	
<b>6.7</b>	<b>Organizational Capacity</b>	<b>40</b>	
<b>6.8</b>	<b>Financial Management and Strength</b>	<b>25</b>	
<b>6.9</b>	<b>Quality Management/Improvement</b>	<b>10</b>	

<b>Max Organizational Strength Points</b>	<b>100</b>
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**SECTION VII**  
**REQUIRED ATTACHMENTS – INFORMATION TO SUBMIT**

- 7.1 Documentation of liability insurance and worker's compensation Insurance
- 7.2 Copy of SCDHEC License
- 7.3 Sample Service Plan Document Used by the Provider
- 7.4 Sample Duties Checklist Completed by Home Care Aides
- 7.5 Sample Service Agreement
- 7.6 Three (3) business references (i.e. vendor, banker, etc.) familiar your organization, history, service delivery, programs, and/or business performance. You must include a contact person, company name, address, and daytime telephone number for each reference.

**Standard Contract Terms and Conditions**

**Affirmative Action** The Contractor 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 Contractor shall comply with the ADA, as applicable.

**Assignment** No contract or its provisions may be assigned, sublet, or transferred without the written consent of Trident Area Agency on Aging's Contact Person.

**Audits and Reviews** The Contractor or Sub recipient shall, throughout the life of the contract, participate in State and Federal audits in accordance with the Yellow Book and OMB Uniform Guidance, as applicable. The Contractor shall provide support to Trident Area Agency on Aging 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 Trident Area Agency on Aging 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 Trident Area Agency on Aging. 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 Trident Area Agency on Aging 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 voidable and subject to immediate termination by Trident Area Agency on Aging 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 so this contract. The Offeror 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 there to (45 CFR, Part 80). The Offeror 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, Trident Area Agency on Aging 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 Offeror to notify Trident Area Agency on Aging 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 and Industry Standards** During the term of this contract, it shall be the Contractor'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 the Offeror submits in response to or with regard to this solicitation or request the word "CONFIDENTIAL" must be separately marked on every page, or portion thereof, that the Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document the Offeror submits in response to or with regard to this solicitation or request, the Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, the Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document the Offeror submits in response to or with regard to this solicitation or request, the Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror 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, Trident Area Agency on Aging 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, the Offeror (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, Trident Area Agency on Aging will detrimentally rely on the Offeror's marking of documents, as required by this proposal instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, the Offeror agrees to defend, indemnify and hold harmless Trident Area Agency on Aging, 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 the Offeror marked as "Confidential" or "Trade Secret" or "Protected".

**Contract Amendments, Modification and Change Orders** Any change orders, alterations, amendments, addendums or other modifications hereunder shall not be operative unless formally documented in writing and approved by Trident Area Agency on Aging and the Contractor.

**Contract Period** The contract will run from July 1, 2019 through June 30, 2020.

**Contractor's Liability Insurance** Minimum insurance coverage carried by the Offeror shall not be less than the 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 General Obligation** The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services; including but not limited to performing all other acts and supplying 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 a proposal, the Offeror certifies, to the best of its knowledge and belief, that (i) the Offeror 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) Offeror 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) Offeror shall provide immediate written notice to Trident Area Agency on Aging's Contact Person if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror 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 Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by Trident Area Agency on Aging's Contact Person may render the Offeror 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 Offeror 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 Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to Trident Area Agency on Aging, Trident Area Agency on Aging Contact Person 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 Trident Area Agency on Aging or in the absence of jurisdiction, only in the Court of Common Pleas for, or a Federal court located in, Charleston County, 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.

**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 the Offeror shall include all costs for performing the work associated with that price, except as otherwise provided in this solicitation, Offeror'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 Trident Area Agency on Aging 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 Trident Area Agency on Aging without the thirty (30) days advance written notice, then Trident Area Agency on Aging 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** Trident Area Agency on Aging, 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 Trident Area Agency on Aging or failure of Trident Area Agency on Aging 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 Trident Area Agency on Aging 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 Trident Area Agency on Aging 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 electronic transmission, 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 the proposal package cover letter. Notice to Trident Area Agency on Aging shall be to Trident Area Agency on Aging Contact Person's address on the cover page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**Offeror's Qualification** By submission of a proposal, you are guaranteeing that all services meet the requirements of the proposal during the contract period. Offerors must, upon request of Trident Area Agency on Aging, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. Trident Area Agency on Aging reserves the right to make the final determination as to the Offeror's ability to provide the products or services requested herein. All amendments to and interpretations of the solicitation shall be in writing from Trident Area Agency on Aging's Contact Person. The Contact Person shall not be legally bound by any amendment or interpretation that is not in writing.

**Offeror Responsibility** Each Offeror 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 Offeror's risk. It

is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

**Ownership of Material** Ownership of all data, material and documentation originated and prepared for Trident Area Agency on Aging pursuant to this contract shall belong exclusively to Trident Area Agency on Aging.

**Presentation** Offerors may be required or requested to make an oral presentation of their proposal to Trident Area Agency on Aging. Presentations provide an opportunity to clarify proposals and to ensure mutual understanding. Trident Area Agency on Aging will determine the need, location, format and schedule for any presentations. Trident Area Agency on Aging also reserves the right to cancel scheduled presentations. All Offerors 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, Trident Area Agency on Aging reserves the right to negotiate the price based on market conditions. The contract will automatically renew at the existing price unless the respondent notifies Trident Area Agency on Aging 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 Trident Area Agency on Aging's Contact Person in writing.

**Proposal Rejection/Cancellation** This solicitation does not commit Trident Area Agency on Aging 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. Trident Area Agency on Aging 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 Trident Area Agency on Aging to do so.

**Propose in English and United States Currency** Offers submitted in response to this solicitation shall be in the English language and in United States currency (Dollars), unless otherwise permitted by the Solicitation.

**Publicity Releases** The Contractor shall not have the right to include Trident Area Agency on Aging's name in its published list of customers without prior approval. With regard to news releases, only the name of the Contractor, type and duration of contract may be used and then only with prior approval of Trident Area Agency on Aging. The Contractor agrees not to publish or cite in any form any comments or quotes from Trident Area Agency on Aging Board members or staff. The Contractor 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 Trident Area Agency on Aging.

**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.

**Responsiveness/Improper Offers** Proposals for supplies or services other than those specified will not be considered unless authorized by the Solicitation. Offerors 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 Trident Area Agency on Aging cannot be determined. Offerors 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 Trident Area Agency on Aging's Contact Person. Trident Area Agency on Aging 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:

- awarding of any Federal contract
- making of any Federal grant
- making of any Federal loan
- entering into of any cooperative agreement
- extension, continuation, renewal, amendment, or modification of any Federal contract
- grant, loan, or cooperative agreement.

This restriction is applicable to all contractors and must be included in all contracts.

**Safety Precautions** Trident Area Agency on Aging 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 Contractor shall take necessary steps to insure or protect itself and its personnel. The Contractor agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

**Save Harmless** The Contractor shall indemnify and save harmless Trident Area Agency on Aging 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. The Contractor shall have no liability to Trident Area Agency on Aging if such patent, trade mark or copyright infringement or claim is based upon the Contractor's use of material furnished to the Contractor by Trident Area Agency on Aging.

**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 proposal package cover letter 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 Offeror 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 Trident Area Agency on Aging providing a thirty (30) day advance notice in writing is given to the Contractor.

In addition, the provisions contained in 45 CFR Part 75, Appendix II apply as applicable.

### Definitions

**Older Americans Act (OAA):** The Older Americans Act of 1965 as amended and re-authorized.

**Amendment:** A document issued to supplement and/or revised the original solicitation document. Amendments become a binding part of any contract resulting from this solicitation.

**Area Agency on Aging (AAA):** Area Agency on Aging means the agency, within a planning and service area, designated by the SUA to be responsible for aging programs described in this manual.

**Aging and Disability Resource Center (ADRC):** An entity established by a State as part of the State system of long-term care, to provide a coordinated system for providing consumers access to the range of publicly-supported long-term care programs for which consumers may be eligible, by serving as a convenient point of entry for such programs.

**Aging Unit:** The separate organizational unit carrying out OAA responsibilities whenever the SUA designates a multi-function organization as the AAA.

**Activities of Daily Living (ADLs):** This refers to the basic tasks of everyday life such as eating, bathing, dressing, toileting and transferring.

**Administration on Aging (AoA):** The agency established in the Office of the Secretary, United States Department of Health and Human Services, charged with the responsibility for administering the provisions of the Older Americans Act.

**Administration on Community Living (ACL):** The USDHHS agency that is responsible for the Administration on Aging (AoA) and administers the provisions of the OAA.

**Area Plan:** The official Area Plan document that is submitted by a designated AAA to the SUA for approval. The area plan may be updated annually, or as is required by the SUA. The area plan sets forth measurable objectives, identifies the planning, coordination, administration, social services, resource allocation, evaluation and other related activities to be undertaken for the plan period. An Area Plan is required for the receipt of OAA funds.

**Assessment:** The process of determining the level of need of aging clients in order to provide OAA services.

**Assistive Technology:** Technology, engineering methodologies, or scientific principles appropriate to meet the needs of, and to address the barriers confronted by, seniors with functional limitations.

**At Risk for Institutional Placement:** This means that such individual is unable to perform at least 2 activities of daily living without substantial assistance that includes verbal reminding, physical cuing, or supervision and is determined by the State to be in need of placement in a long-term care facility.

**Civic Engagement:** An individual or collective action designed to address a public concern or an unmet human, educational, health care, environmental, or public safety need.

**Client Selection:** The process of the Area Agency(s) on Aging selecting clients to be served by the contractor through the assessment process.

**Comprehensive and Coordinated Systems:** A program of interrelated social and nutrition services designed to meet the needs of older persons in a planning and service area.

**Conflict of Interest:** A conflict would arise when the employee, officer, agent, or any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

**Contract:** A procurement contract under a grant or sub-grant, and a procurement subcontract under a contract.

**Contractor:** An entity awarded a contract from an AAA to provide services under the Area Plan.

**Coordination:** The formal or informal process through which the SUA and Area Agencies on Aging bring together the planning and services resources (public and private) of a given geographic area for the purpose of initiating, expanding, or strengthening services for older persons. The AAAs/ADRCs shall coordinate program planning and service resources through outreach and collaboration with local organizations within their planning and service areas in order to expand, enhance, and strengthen services for seniors.

**Direct Services:** Any activity performed to provide services directly to individuals and/or older persons by the staff of the SUA, AAA/ADRC, or provider/contractor.

**Disability:** Physical or mental impairment that substantially limits one or more major life activities. A physical impairment is a physiological condition, cosmetic disfigurement or anatomical loss that affects one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, speech organs, cardiovascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin and endocrine. A mental impairment is a mental or psychological disorder such as organic brain syndrome, emotional or mental illness and specific learning disabilities.

**Donated Foods/Cash:** Food/cash made available by the United States Department of Agriculture (USDA) through the Food Distribution Program to AoA for use in OAA nutrition services.

**Eligible Individuals:** Persons 60 years of age or older, and their spouses, regardless of age, who qualify for OAA services. Under the State and Area Plans, preference in the delivery of services must be given to older persons in the target groups identified in the Act and elsewhere within this Manual.

**Evidence-Based Health Promotion Programs:** Programs related to the prevention and mitigation of the effects of chronic diseases such as osteoporosis, hypertension, obesity, diabetes, or cardiovascular disease, and programs directed at alcohol or substance abuse, smoking cessation, stress management, fall prevention, physical activity and improved nutrition.

**Exploitation:** The fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an older individual for monetary or personal benefit, profit, or gain or that results in depriving an older individual of rightful access to, or use of, benefits, resources, belongings, or assets.

**Fair Market Value:** The amount that a reasonable buyer would pay to a reasonable seller when neither party is compelled to make the transaction. For fair market value for donated personal services, change the terms “buyer and seller” to “employer and employee.”

**Fees/Payments:** Legal obligations required in order to receive the service.

**Fiscal Year:** State (SFY) or Federal (FFY). The state fiscal year covers the period from July 1 through June 30. Normally, the Federal fiscal year covers the period from Oct. 1 through Sept. 30.

**Focal Point (SUA Definition):** A facility established to provide local leadership on aging issues, to provide older adults access to services at a central location with customer-oriented staff, and to assist those in the community who have an interest in, or need for, information, resources, or services.

**Focal Point (OAA Definition):** The OAA defines “focal point” as a facility established to encourage the maximum co-location and coordination of services for older persons.

**Frail:** Having a physical or mental disability, including having Alzheimer’s disease or a related disorder with neurological or organic brain dysfunction that restricts the ability of an individual to perform normal daily tasks or that threatens the capacity of an individual to live independently.

**Funding Stream:** Sources of the monies that are available for providing the required aging services. Each service has its own funding stream(s). A funding stream can fund more than one kind of service.

**Grant-Related Income (GRI):** Income generated by the persons participating in activities funded under a grant through voluntary contribution. This also includes income from fees for State-funded services. GRI is non-federal funds earned.

**Greatest Economic Need:** The need resulting from an income level at or below the poverty threshold as published annually in the Federal Register.

**Greatest Social Need:** The need caused by non-economic factors that include physical and mental disabilities, language barriers, cultural, social or geographic isolation including that caused by racial or ethnic status that restrict an individual’s ability to perform normal daily tasks or that threaten such individual’s capacity to live independently.

**High Risk Contractor:** A contractor that: (1) has a history of unsatisfactory performance; (2) is not financially stable; (3) has a management system that does not meet the management standards prescribed; (4) has not conformed to terms and conditions of previous awards; or (5) is otherwise not responsible.

**Homebound:** Homebound status is established if an individual resides at home, is unable to drive, does not have access to transportation, and may be at risk for institutionalization.

**Home and Community Based Services:** services provided in the community to help prevent institutionalization.

**In-Home Services:** Personal care (Levels I and II), telephone reassurance, and in-home respite care for families, including adult day care as a respite service.

**Instrumental Activities of Daily Living (IADLs):** IADLs are not necessary fundamental functions but enable individuals to live independently within a community. Such functions are telephone use, shopping, food preparation, laundry, housekeeping, finances, medication management and mode of transportation.

**Long-Term Care:** Any service, care or item (including assistive devices) a disease prevention and health promotion service, an in-home service, and a case management services intended to assist individuals in coping with or compensate for a functional impairment in carrying out activities of daily living whether furnished at home, in a community care setting, or in a long term care facility *and not furnished to prevent, diagnose, treat, or cure a medical disease or condition.*

**Means Test:** Use of an older person's income or resources to deny or limit receipt of services.

**Minority Individuals:** Persons who identify themselves as American Indian, African-American, Asian, Hispanic, and members of any limited English-speaking groups designated as minority within the State by the SUA.

**Multi-Purpose Senior Center:** A community facility for the provision of a broad spectrum of services including health, social, nutritional, and educational group activities for older persons.

**Neglect:** The failure of a caregiver or fiduciary to provide the goods or services that are necessary to maintain the health or safety of an older individual, or self-neglect.

**Non-Profit Organization:** An agency, institution or organization that is owned and operated by one or more corporations or associations with no part of the net earnings benefiting any private share holder or individual.

**Nutrition Services:** Those services, whether provided by a public or private non-profit agency or organization, that provide meals and other nutrition services, including nutrition education and outreach to older persons. Such services may be provided in a group dining setting that offers a range of social and supporting services or in the home of an eligible older person.

**Nutrition Site:** Organizations that offer meals to seniors at social and community centers including senior centers, churches, and schools. These congregate sites also offer seniors social interaction, mental stimulation, and community involvement.

**Planning and Service Areas (PSAs):** A legislatively mandated sub-state area-wide planning and service district designated for purposes of planning, development, delivery and overall administration of service.

**Proposals:** A solicitation made by an agency or company interested in a procurement of a service.

**Program Beneficiary:** An eligible individual who receives services from the AAA or a contractor.

**Program Income:** Gross income received by the sub-grantee or contractor directly generated by a grant-supported activity, or earned only as a result of the grant agreement during the grant period.

**Resource Development/Program Development:** Something that can be used for support or help or an available supply that can be drawn on when needed.

**Scope of Work:** The division of work to be performed under a contract or subcontract in the completion of a project, typically broken out into specific tasks with deadlines.

**Self-Directed Care:** An approach to providing services under the OAA intended to assist an individual with activities of daily living in which such services are planned, budgeted, and purchased under the direction and control of such individual; the individual is provided such information and assistance necessary to make informed decisions about care options; the needs, preferences and capabilities of the individual to direct and control receipt of services are assessed by the AAA or other agency designated by the AAA; based on this assessment, a plan of services is developed that includes specific services to be directed by the individual, a budget for such services and the role of family members in providing other needed services; and the area agency provides oversight of such individual's self-directed receipt of services to ensure quality and the appropriate use of funds under the OAA.

**Service Slot:** The number of service units it takes to provide a service (like meals) once per day for a whole year. A service slot may be filled by more than one client over the course of a year, depending on clients' changing needs or to accommodate clients who do not need the service daily. *For example: Client A requires meals five (5) days a week equaling one service slot. Client B requires meals three (3) days per week, while Client C requires meals two (2) days a week. Clients B and C, added together, equals one service slot.*

**Solicitation:** Act or instance of requesting or seeking bid, business, or information. Unlike an offer, a solicitation is not a clear indication of the intention to enter into a binding agreement.

**Severe Disability:** A severe, chronic condition attributable to mental or physical impairment or a combination of mental and physical impairments that is likely to continue indefinitely, resulting in substantial functional limitation in three (3) or more life activities as specified in the definition for "Disability".

**Statutory Functions:** Statutory functions of the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) are those functions that must be performed in a consistent manner throughout the planning and service area. These services are Information and Referral/Assistance, outreach, advocacy, program development, coordination, and individual needs assessment.

**State Unit on Aging (SUA):** The SUA was established to study, plan, promote, and coordinate a statewide program to meet the present and future needs of aging citizens in South Carolina and to administer all Federal programs relating to aging that are not the specific responsibilities of another State agency under the provisions of Federal or State law.

**Target Groups:** Those eligible individuals identified by the SUA or the AoA to be:

- sixty (60) years of age or older;
- in the greatest social and/or economic need;
- limited English speaking persons;
- rural or low income minorities.

**Unit Cost:** The amount of funding needed to provide one service unit.