

# Trident Area Agency on Aging (TAAA) REQUEST FOR PROPOSAL (RFP)

**REQUEST FOR PROPOSAL #:** TAAA-011022

**PROPOSAL SUBMITTAL DEADLINE:** February 23, 2022 at 2:00 PM EST

**PURPOSE:** Procurement of Catered Meals for Older Adults under Title III of the Older Americans Act of 1965, as amended, and State Funded Programs of the South Carolina State Unit on Aging for Berkeley, Charleston and Dorchester Counties, South Carolina

**TRIDENT AREA AGENCY ON AGING REPRESENTATIVE:** Stephanie Blunt, Executive Director  
5895 Core Avenue, Suite 419  
North Charleston, SC 29406  
Phone: (843) 554-2275  
Email Address: [sblunt@tridentaaa.org](mailto:sblunt@tridentaaa.org)

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We invite you to submit Proposals in accordance with the requirements contained in this solicitation. To be considered for award, proposals **MUST** be received by Trident Area Agency on Aging (TAAA) at 5895 Core Avenue, Suite 419, North Charleston, South Carolina no later than 2:00 PM EST, February 23, 2022. **Proposals received after the deadline will not be considered for award.**

This solicitation does not commit Trident Area Agency on Aging to award a contract, nor is Trident Area Agency on Aging responsible for any costs incurred in the preparation of a proposal. Trident Area Agency on Aging reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all or selected offerors, or to cancel, in part or in whole, this RFP, if it is in the best interest of Trident Area Agency on Aging to do so.

Return this signed form, [signed in blue ink](#), with the proposal package. Respondents must include an original copy signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the Proposal and must contain a statement that the proposal is firm for a period of ninety (90) days from the closing date for submission of proposals. Proposals must be submitted in a sealed opaque envelope/container showing the above proposal number and submittal deadline.

### MUST BE SIGNED TO BE VALID

By signing this Statement, I certify that we (our firm) will comply with all requirements of Section 44-107-10 ET Seq., relating to the S.C. Drug Free Workplace Act.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE	
COMPANY			
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE

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## I. GENERAL INFORMATION

Trident Area Agency on Aging (sometimes referred to herein as TAAA) seeks proposals from firms qualified to provide Older Americans Act meal services within the three-county region. This region includes Berkeley County, Charleston County and Dorchester County, all in South Carolina. Trident Area Agency on Aging received its charter as a private, non-profit corporation on October 23, 1991.

- A. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this RFP.
- B. Proposals must be made in the official legal 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.
- C. Respondents are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- D. **One clearly identified original and three (3) copies of your proposal is required.**
- E. Proposals will be received by Trident Area Agency on Aging until **Wednesday, February 23, 2022 at 2:00 PM EST.** The Request for Proposal Number and the Proposal Submittal Date should be printed on the envelope or wrapping containing the offer.

*Proposals are to be mailed or hand delivered to:*

Trident Area Agency on Aging  
Stephanie Blunt, Executive Director  
5895 Core Avenue, Suite 419  
North Charleston, SC 29406

- F. **Prohibition of Gratuities:** It shall be unethical for any person to offer, or give, or agree to give any Trident Area Agency on Aging employee or former Trident Area Agency on Aging employee, or for any Trident Area Agency on Aging employee or former Trident Area Agency on Aging employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal related therefore. No Trident Area Agency on Aging member, officer or employee, will have any personal or beneficial interest whatsoever in the services offered by the firm itself, any parent firm or any subsidiary firms awarded this solicitation.
- G. By submission of your signed proposal you and your firm are certifying that if awarded a contract in excess of \$50,000 under this solicitation, the firm will comply with the Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

- H. Every effort has been made to ensure that all information needed by the Respondent is included herein. If a Respondent finds that the proposal cannot be completed without additional information, the Respondent may submit written questions to Trident Area Agency on Aging's Representative. All replies to questions will be in writing. When a question received by the Trident Area Agency on Aging is found to be already sufficiently answered in the Request for Proposal that question will be returned to the Respondent with a reference to the part of the Request for Proposal containing the answer. All questions and written replies will be available to all Respondents on the Trident Area Agency on Aging web site. No negotiations, decisions or actions shall be initiated by any Respondent or potential Respondent as a result of any verbal discussion with any Trident Area Agency on Aging representative, officer or employee.

All questions in connection with the Request for Proposal must be received by **5:00 PM EST on Wednesday, February 2, 2022** and shall be sent to:

Trident Area Agency on Aging  
Stephanie Blunt, Executive Director  
5895 Core Avenue, Suite 419  
North Charleston, SC 29406

Or faxed to Stephanie Blunt at (843) 554-2284

Or e-mailed to [sblunt@tridentaaa.org](mailto:sblunt@tridentaaa.org)

Mark the envelope, e-mail, or fax "Questions", RFP Catered Meal Services.

- I. Any resulting contract is contingent upon the continued availability of State and Federal funding.
- J. Pre-Proposal Conference: There will not be a pre-proposal conference for this package.
- K. No commitment shall exist under this RFP until such time an official written confirmation of acceptance of a proposal is made and a contract is executed by the Respondent and Trident Area Agency on Aging.
1. Proposals, amendments thereto or withdrawal request must be received prior to the time advertised for proposal opening to be timely filed. It is the Respondent's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. When specifications or descriptive literature are submitted with the proposal, the Respondent's name must be entered thereon. Any proposals received after the Trident Area Agency on Aging representative has declared that the time set for opening has arrived, shall be rejected.
  2. Trident Area Agency on Aging assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a proposal name are placed under locked security until the date and time of opening. Only include one (1) clearly identified original and three (3) copies of your proposal in the envelope. If directing any other correspondence address the envelope to the procurement official, but do not include the proposal name on this envelope since it does not include the actual proposal.

3. If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the office designated for receipt of the proposals by the exact time specified in the solicitation as determined solely Trident Area Agency on Aging, the time specified for receipt of the proposals may by Trident Area Agency on Aging be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule proposal opening. In competitive sealed proposals, prices will not be divulged at opening.

## **II. TERMS AND CONDITIONS**

### **Assignment**

No contract or agreement or its provisions may be assigned, sublet, or transferred without the written consent of Trident Area Agency on Aging.

### **Bankruptcy**

(a) Notice. In the event the Contractor, which term for purposes of this RFP includes the Respondent who is awarded the Agreement to provide the services that are the subject of the RFP and enters into that Agreement, 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 the Agreement. (b) Termination. This Agreement is voidable and subject to immediate termination by the 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 RFP, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the RFP.

### **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.

### **Service of Process**

Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, actions 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 the cover page of the RFP 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.

### **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 Require**

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

**Non-Indemnification**

Any term or condition in any document is void to the extent it requires the Trident Area Agency on Aging to indemnify anyone or hold anyone harmless.

**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 address on the cover page of the RFP. Notice to Trident Area Agency on Aging shall be to the Area Agency on Aging Representative's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**Contractor’s Liability Insurance**

Minimum insurance coverage carried by the Contractor throughout the term of any contract awarded as a result of this RFP 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 shall provide TAAA with proof of such insurance coverages that the TAAA deems satisfactory prior to entering into the Agreement and prior to the commencement of each optional term of the Agreement.

**Contractor’s Obligation**

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 and obligations.

### **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.

### **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.

### **Save Harmless**

The Contractor shall indemnify and save harmless the Trident Area Agency on Aging and all of its officers, agents, and employees, from all suits, actions, liabilities or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the 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 it by the Trident Area Agency on Aging.

### **Publicity Releases**

With regard to news releases, only the name of the Contractor, type and duration of the Agreement may be used and then only with prior written 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.

### **S. C. Law Clause**

Upon award of a contract under this RFP, the person, partnership, association, or corporation to which 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 Agreement may be terminated for any reason by the Trident Area Agency on Aging by providing a thirty (30) day advance notice in writing to the Contractor.



### **For Convenience**

In the event that the Agreement is terminated or canceled upon request and for the convenience of the Trident Area Agency on Aging without the thirty (30) days advance written notice, then the Trident Area Agency on Aging may negotiate reasonable termination costs, if applicable.

### **For Cause**

Termination of the Agreement by the Trident Area Agency on Aging for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived by Contractor.

### **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 Trident Area Agency on Aging and the contractor.

### **Type of Contract**

Trident Area Agency on Aging may sign a contract with one or more firms for the scope of products and services included in this Request for Proposal. To the extent that firms choose to make a joint proposal, one firm must be designated the lead firm to sign the contract and must be fully legally liable on all obligations under the proposal and Agreement and be the sole point of contact with the Trident Area Agency on Aging.

### **Compliance with Laws, Codes, Ordinances, Industry Standards**

During the term of the Agreement the Contractor shall be responsible to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

### **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 Agreement. 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.

### **Compliance With Federal Regulations**

State or Federal requirements, rules or regulations that are more restrictive than the RFP, proposal or Agreement shall be followed by the Contractor.

### **Audits and Reviews**

The Contractor shall, throughout the life of the Agreement, participate in State and Federal audits. The firm 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.

### **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 SC Code Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in SC Code 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 SC Code 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 SC Code 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 to be 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, Trident Area Agency on Aging will detrimentally rely on Respondent's marking of documents, as required by this RFPs instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Respondent agrees to defend, indemnify and hold harmless the 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 TAAA withholding information that Respondent marked as "confidential" or "trade secret" or "PROTECTED". The term "response" as used herein included the Respondent's proposal.

### **Proposal Rejection/Cancellation**

This solicitation does not commit the 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.

### **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 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 Respondent's ability to provide the products or services requested herein.

### **Amendments to Solicitation**

The Solicitation may be amended at any time prior to opening. All actual and prospective Respondents should monitor the following web site for the issuance of Amendments:

[www.tridentaaa.org](http://www.tridentaaa.org). All amendments to and interpretations of the solicitation shall be in writing from the Area Agency on Aging's representative. The representative shall not be legally bound by any amendment or interpretation that is not in writing.

### **Proposal Acceptance Period**

In order to withdraw your offer after the minimum period specified on the Cover Page, you must notify the Area Agency on Aging's Representative in writing.

### **Propose in English and Dollars**

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

### **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 it of any obligation with respect to this proposal or to the contract.

### **Debarments/Suspension**

(a)(1) By submitting a proposal, the Respondent certifies, to the best of its knowledge and belief, that the 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 Trident Area Agency on Aging's 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), Respondent 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 Trident Area Agency on Aging's Representative may render the Respondent non-responsible.

(d) 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 Trident Area Agency on Aging, the Area Agency on Aging Representative may terminate the contract resulting from this solicitation for default.

### **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 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.

### **Indemnification**

Trident Area Agency on Aging, its officers, agents, and employees shall be held harmless from liability from any claims, damages, liabilities and actions of any nature arising from the use of any materials furnished by the Respondent, 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 Respondent in descriptive literature or specifications submitted with the Respondent's proposal.

### **Protests**

There will be no formal debriefing of the award process. Any Respondent who believes it is aggrieved in connection with the solicitation or award of a contract may file a protest in the manner and within the time limit set forth in Trident Area Agency on Aging's Appeal and Protest Procedure and Trident Area Agency on Aging must receive a written protest document no later than 5:00 pm EST. on the seventh (7<sup>th</sup>) calendar day following the action taken by Trident Area Agency on Aging. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Area Agency on Aging Representative within the time provided. Written protests are to be sent to Stephanie Blunt, by email [sblunt@tridentaaa.org](mailto:sblunt@tridentaaa.org), by facsimile at (843) 554-2284, by hand or by mail to 5895 Core Avenue, Suite 419, North Charleston, SC 29406.

### **Responsiveness/Improper Offers**

Proposals for supplies or services other than those specified will not be considered unless authorized by the RFP. Respondents may submit more than one proposal, provided that each proposal has significant differences other than price. Each separate proposal must satisfy all RFP 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 RFP may be rejected as non-responsive. Proposals which impose conditions that modify requirements of the RFP may be rejected in the discretion of TAAA. If a fixed price is required, a Proposal will be rejected if the total possible cost to TAAA cannot be determined. Respondents will not be given an opportunity to correct any material nonconformity as determined by Trident Area Agency on Aging. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of Trident Area Agency on Aging's Representative. 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.

### **Non-Appropriations**

Any contract entered into by the Trident Area Agency on Aging resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to the Trident Area Agency on Aging to support continuation of services in a subsequent fiscal period or appropriation year. Trident Area Agency on Aging will pay for actual cost incurred up to the time of the contract cancellation.

### **Ownership of Material**

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

### **Contract Period**

The contract will run from July 1, 2022 for an initial term of one year with the option of being renewed on an annual basis, not to exceed four (4) additional years. This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. If the Respondent elects not to extend the term on the anniversary date, the Respondent must notify the Trident Area Agency on Aging of its intention in writing at least 120 days prior to the anniversary date. At renewal time, the Trident Area Agency on Aging may elect to add an optional service which is stated in this contract, subject to negotiations and a written agreement between both parties.

### **Price Escalation**

Price changes may be negotiated to be effective on renewal date, if the contract term is 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 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 the Trident Area Agency on Aging in writing by January 1st of proposed price negotiation for the next contract year.

### **Civil Rights Requirements**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section

202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **ADA Access**

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

**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.

**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.

### **III. PROPOSAL CONTENT AND FORMAT**

Respondents may submit a proposal for the package for all three counties or on an individual county basis. However, all sites in a county must be served by the successful proposal. A proposal may be requested to provide meals at the same cost to additional sites in a county as funding becomes available.

All proposals shall be complete and carefully worded and shall convey all the information requested by Trident Area Agency on Aging. If errors are found in the Respondent's proposal, or if the proposal fails to conform to the requirements of the RFP, Trident Area Agency on Aging alone will be the judge as to whether that variance should result in the rejection of the proposal. Proposals should be prepared simply and economically, providing straight forward, concise description of Respondent's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposals which include either modifications to any of the contractual requirements of the RFP or a Respondent's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the Contract, contract proposal and the RFP documents, including all attachments and authorized amendments and provisions required by law, and the successful Respondent's signed proposal.

The format for proposals must follow the following outline. At a minimum, the questions asked in each area must be answered and referenced in the proposal. Additional information on each subject area is welcome.

#### **A. Letter of Transmittal**

This section should be limited to two printed pages. One page should consist of the signed and dated first page of this Proposal Package. Also, provide a cover letter which includes a summary of the contractor's ability to perform the services described herein and statement that the contractor is willing to perform those services and enter into a contract with Trident Area Agency on Aging. The cover letter must be signed by a person having the authority to commit the contractor to a contract and should contain the person's title, address and phone number.

#### **B. Qualifications**

The Qualifications of the Respondent should be included. Please be sure to include resumes of key personnel such as the Executive Director, Kitchen Manager and similar personnel. The history of your firm, the number of years in business and its' current Ownership arrangement should also be included. This section should be limited to three (3) pages.



### **C. References**

References from three (3) organizations your agency has conducted work of a similar nature within the past three (3) years with at least one being for an agency outside the Aging Network and with preference given to a South Carolina agency. Provide a contact name and phone number, and also a fax number and email address where available. We reserve the right to check references not included in this proposal. Respondents must be licensed to do business in the State of South Carolina and have an office in South Carolina.

### **D. Litigation**

State whether or not your firm has been involved in any litigation within the past five (5) years. If so, please explain the litigation fully.

### **E. Evaluation Process and Criteria**

Proposals will be evaluated based on the following criteria (listed in order of importance).

- a. Respondent's demonstrated understanding of the project and approach to provision of the services, as reflected by its proposal package. 25%
- b. Respondent's experience, including references, financial stability, and description of its ability to perform the required service. 35%
- c. Cost of the services as stated in the proposal. Cost will not be the sole determining factor for award. 40%

Trident Area Agency on Aging's Representative may elect to make an award without conducting negotiations. However, after the offers have been ranked, Trident Area Agency on Aging's Representative may elect to negotiate price or the general scope of work with the highest ranked Respondent. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked Respondents to such level of ranking as determined by Trident Area Agency on Aging's Representative.

### **F. Required Information Checklist**

(Refer to Minimum Meal Specifications, Page 13)

Respondents shall thoroughly examine all aspects of this RFP. All of the supplemental materials identified and requested in this section must be submitted and made a part of the Proposal.

Failure to submit any required information will be grounds for rejection of a Proposal.

### **G. Complete Menus for the Requested Menu Types**

- Regular (Hot/Cold):** main meal menus for July, August, and September (4 week cycle, 5 days = 20 menus)
- Cold Box/Bag:** menus for July, August, and September to include two meals for weekend days (2 week cycle, 7 days = 14 menus)

- Frozen meals (with *frozen* supplements):** menus for July, August, and September (4 week cycle, 5 days = 20 menus)
- Frozen meals (with *fresh* supplements):** menus for July, August, and September (4 week cycle, 5 days = 20 menus)
- Shelf-stable/Emergency Meals:** non-perishable meal menus (1 week cycle, 5 days = 5 menus)

**H. Meal Cost Schedule**

(Refer to Minimum Bid Specifications, Page 15)

Respondents may opt to serve one county, two counties or all three counties. Complete one form per county proposed and write in the county name on the form. If proposing for the region, list all three counties on the same form.

**I. Site Location and Group Dining Meal Type Schedule**

(Refer to Minimum Meal Specifications, Attachment C1, Pages 16-17)

**J. Site Location and Home Delivered Meal Type Schedule**

(Refer to Minimum Meal Specifications, Attachment C2, Pages 18-19)

**K. Meal Cost Analysis Worksheet – Daily Prepared Regular, Cold Box/Bag, Textured, Diabetic, etc.**

(Refer to Minimum Meal Specifications, Attachment D1, Page 20)

**L. Meal Cost Analysis Worksheet – Frozen and Shelf Stable**

(Refer to Minimum Meal Specifications, Attachment D2, Page 21)

**M. Location of Production Facilities**

(Refer to Minimum Meal Specifications, Attachment E, Page 22)

**N. Proposed Route Schedule**

(Refer to Minimum Meal Specifications, Attachment F, Page 23)

**O. Menu Plan**

(Refer to Minimum Meal Specifications, Attachment G, Page 24)

**P. South Carolina Menu Checklist**

(Refer to Minimum Meal Specifications, Pages 25-26) – **Complete Attachment H or I**