

**Trident Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP)**

<b>REQUEST FOR PROPOSAL #:</b>	TAAA-011224 (July 1, 2024 – June 30, 2025)
<b>PROPOSAL SUBMITTAL DEADLINE:</b>	4:30 PM EST, February 29, 2024
<b>PURPOSE:</b>	Procurement of Nutrition, Transportation, and Evidence-based Health Promotion under Title III of the Older Americans Act of 1965, as amended, and State Funded Programs of the South Carolina State Unit on Aging
<b>TRIDENT AREA AGENCY ON AGING CONTACT PERSON:</b>	Stephanie Blunt, Executive Director 5895 Core Road, Suite 419 North Charleston, South Carolina 29406 Phone: (843) 554-2275 Email Address: <a href="mailto:sblunt@tridentaaa.org">sblunt@tridentaaa.org</a>

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Trident Area Agency on Aging (TAAA) invites you to submit Proposals in accordance with the requirements contained in this solicitation. To be considered for award, proposals **MUST** be received by TAAA at 5895 Core Road, Suite 419, North Charleston, South Carolina no later than 4:30 PM EST, Thursday, February 29, 2024. **Proposals received after the deadline will not be considered for award.** The Contract(s) that may result from this solicitation are funded through a combination of Federal, State and Local funding sources; therefore, some uncertainty exists with respect to what level of funds may be made available to Offerors.

In order to best meet the need of seniors in the region, Contractors are also required to coordinate with other service providers for the delivery and/or referral of needed services.

Although this RFP establishes the basis for Offeror proposals, detailed obligations and measures of performance may be revised through negotiations with the responsive Offeror(s) prior to finalizing the contract(s).

Proposals must be **signed in blue ink** by an official authorized to bind the proposing organization and proposal terms. Conditions and prices must be valid for a minimum of ninety (90) days from the closing date for submission.

This solicitation does not commit TAAA to award a contract, nor is TAAA responsible for any costs incurred in the preparation of a proposal. TAAA 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 the AAA to do so.

The term of any Contract(s) resulting from this RFP is projected to be for the period beginning July 1, 2024, and continuing through June 30, 2025, with options for an additional four (4) one-year extensions.

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## Section 1 Scope of Solicitation

### 1.1. TO ACQUIRE SERVICES

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

### 1.2. CONTRACT PERIOD

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

Contract Base Period: 07/01/2024 through 06/30/2025

Dates are estimated; resulting contract(s) will begin on the date specified in the notice of award. TAAA may, at its option, extend any contract if it is in the best interest of the agency and the seniors in this region, and is agreeable with the Offeror. Contract extensions may be less than, but will not exceed, four (4) additional one-year periods.

All proposed units and cost information submitted in your proposal should be based on the Contract Base Period referenced above.

### 1.3 SERVICES TO BE PROCURED

Offerors may propose services for any or all services in any or all of the designated areas. Proposals must address all activities described in the applicable Scope(s) of Services and the required services must be provided throughout each designated geographic service area being proposed for services. Proposals that fail to offer services throughout a service area will be declared non-responsive. **The minimum number of units and classes are based on historical data and are not guaranteed.**

#### Minimum Number of Units/Classes:

Service	Service Requirements & Scope of Work located in:	Berkeley Area Minimum Units	Central Charleston Area Minimum Units	East Charleston Area Minimum Units	West Charleston Area Minimum Units	Dorchester Area Minimum Units
Home Delivered Meals	Section IX	58,000	65,000	20,000	45,000	56,000
Group Dining	Section IX	17,000	6,000	12,000	15,000	14,000
Transportation	Section IX	16,500	17,000	11,000	18,000	70,000

Service	Service Requirements & Scope of Work located in:	Berkeley Area Minimum Number of Classes	Central Charleston Area Minimum Number of Classes	East Charleston Area Minimum Number of Classes	West Charleston Area Minimum Number of Classes	Dorchester Area Minimum Number of Classes
Evidence-Based Health Promotion	Section IX	Determined Based on Program				

## 1.4 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	MONCK'S CORNER	100
29468	PINEVILLE	100
29469	PINOPOLIS	100
29476	RUSSELLVILLE	100
29479	SAINT STEPHEN	100
29486	SUMMERVILLE	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 - N. OF CALHOUN STREET	100
29404	AIR FORCE BASE	100
29405	NORTH CHARLESTON	100
29406	RIVERS (MONTAGUE TO TRIDENT HOSP.)	100

29418	NORTH CHARLESTON	100
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**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

**\* ZIP CODE 29438 - EDISTO ISLAND IS NOT INCLUDED IN THE PROCUREMENT FOR HOME DELIVERED MEALS.**

**DORCHESTER AREA ZIP CODES**

<u>ZIP CODE</u>	<u>NAME OF COMMUNITY</u>	<u>PERCENTAGE OF ZIP CODE INCLUDED</u>
29420	N. 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
29486	SUMMERVILLE	100

## **Section 2**

### **Introduction and Background**

#### **2.1. Purpose**

This solicitation is an invitation for qualified Offerors to submit proposals to provide some or all of the services listed in Section 1 – Scope of Solicitation and further detailed in the appendices to this solicitation. These services will be provided to eligible, qualified individuals within the designated geographic areas.

This solicitation establishes proposal procedures, defines specific information that must be submitted to be considered for award of a contract, and identifies the criteria used to evaluate proposals.

The AAA engages in full and open competition.

#### **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 Department 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. A more detailed description of service funding in SC can be found in the SUA Manual of Policies and Procedures.

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.

In order to assist Offerors with cost calculations and units of service estimations, historical data is provided.

## Section 3

### General Information and Instructions

#### 3.1 SCHEDULE OF EVENTS – Dates are Subject to Change

RFP Issued	January 12, 2024
Pre-Proposal Conference	11:00 AM EST, February 8, 2024
Deadline for Receipt of Formal Offers	4:30 PM EST, February 29, 2024
Presentation of Recommendations to Purchasing Authority/Board	March 26, 2024
Notification of Contract Award(s)	April 1, 2024
Commencement of Services	July 1, 2024

#### 3.2 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	In-Person Voluntary
Location:	Trident Area Agency on Aging 5895 Core Road, Suite 419 North Charleston, SC 29406
Date and Time	11:00 AM EST, February 8, 2024
Organizations planning to attend must RSVP to:	Stephanie Blunt - <a href="mailto:sblunt@tridentaaa.org">sblunt@tridentaaa.org</a> Subject Line: Pre-Proposal Conference RSVP
RSVPs must be received by:	4:30 PM EST, January 31, 2024
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: RFP Questions TAAA-011224
All questions and/or requests for additional information must be submitted by:	4:30 PM EST, January 31, 2024
Will additional questions be accepted at the Pre-Proposal Conference?	No

#### 3.3 AMENDMENTS TO SOLICITATION

If it becomes necessary to revise any part of the Request for Proposal, all amendments will be provided in writing to potential Offerors. Verbal comments or discussion relative to this solicitation cannot add, delete or modify any written provision.

#### 3.4 AWARD NOTIFICATION

Notice will be mailed to Offerors, informing them of the disposition of their offer.

#### 3.5 PROPOSAL AS OFFER TO CONTRACT

By submitting an Offer, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any Offer containing variations from the terms and conditions set forth herein may, at the sole discretion of the AAA, render such Proposal unresponsive. Any inconsistencies between the RFP and any other solicitation instruments, shall be governed by the terms and conditions of the RFP, except where subsequent amendments to any award



resulting from this RFP are specifically agreed to in writing by the parties to supersede any such provisions of this RFP. An offer may be submitted by only one legal entity; "joint proposals" are not allowed.

### **3.6 PROPOSAL ACCEPTANCE PERIOD**

In order to withdraw your Proposal after the minimum period specified on the Cover Page, you must notify the AAA Contact Person identified on the Cover Page of this solicitation in writing.

### **3.7 PROPOSAL IN ENGLISH AND CURRENCY**

Proposals submitted in response to this solicitation shall be in the English language and in US currency (dollars).

### **3.8 RESPONSIVENESS OF PROPOSAL**

Proposals must include all required forms, signatures, address all questions, and contain a complete proposal response package. The following proposal deficiencies will result in the proposal being determined to be non-responsive and such proposals will not be considered for award:

3.8.1 Proposals received after the time and date indicated on the cover sheet, unless extended by amendment;

3.8.2 Proposals that are not in typed form;

3.8.3 Proposals submitted without an original authorized signature **in blue ink**; or

3.8.4 Proposals submitted without the required number of copies.

### **3.9 ADDITIONAL DOCUMENTATION**

3.9.1 The AAA reserves the right to request supporting documentation and Offerors shall comply with these requests.

3.9.2 Successful applicants must be able to obtain and submit, prior to finalizing the contract, insurance coverage, including liability insurance, bonding and other organizational information.

### **3.10 EVALUATION BASED ON INFORMATION SUBMITTED**

Proposals will be reviewed solely on the material they contain. Unless requested by the AAA Contact Person, no modifications, alterations, additions or substitutions to any proposals will be accepted from applicants after the closing date. Any such information received after the closing date will not be considered or reviewed.

## **Section 4**

### **Offeror Compliance**

Funding for the services being procured through this RFP 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. Standard Contract Terms and Conditions are located in Attachment A. Offeror's certification that they are aware of, understand and agree to comply with these policies is a general requirement to be considered for any contract(s) pursuant to this RFP. If you take exception or are unable or unwilling 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.

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

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

- The OAA, as amended to date;
- Federal regulations issued pursuant to the OAA;
- 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 contract.**

## **Section 5**

### **Proposal Instructions and Requirements – General**

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

Award(s) will be made to one or more 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 RFP.

The AAA will form a team comprised of individuals with applicable experience and knowledge of the requirements of the RFP to conduct a fair and unbiased evaluation of all proposals submitted by qualified Offerors in response to this RFP. 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 February 29, 2024 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 Offeror 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 contract.

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

Every proposal 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 CORRECTION OF ERRORS**

All prices and notations shall be printed in ink or typewritten. If any changes are necessary to the submitted documents, the error must be clearly crossed out, corrections entered and initialed by the person signing the proposal. Do not modify the solicitation document itself, including the cost/price schedule.

#### **5.7 WITHDRAWAL OF OFFER**

Offers may be withdrawn by written notice received at any time before the specific time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **5.8 CONTENTS OF OFFER**

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

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

5.8.3 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.

## **5.9 COMPETITIVE GEOGRAPHIC SERVICE AREAS**

This RFP is soliciting programs 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.

## **5.10 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.

## **5.11 RESPONSIVENESS / IMPROPER OFFERS**

5.11.1 Multiple Offers. Offerors may submit more than one offer, provided that each offer has significant differences other than price. Each separate offer must satisfy all solicitation requirements. Multiple offers may be submitted as one document, provided you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

5.11.2 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. If a fixed price is required, an offer will be rejected if the total possible cost cannot be determined. 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.

5.11.3 Price Reasonableness: Any offer may be rejected if the AAA determines that it is unreasonable due to price.

5.11.4 Unbalanced Bidding. The AAA may reject an offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the AAA even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

## **5.12 PRESENTATIONS**

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

### **5.13 DISCUSSIONS/NEGOTIATIONS**

5.13.1 By submission of a proposal, Offeror agrees that during the period following issuance of a proposal and prior to final award of contract(s), Offeror shall not discuss this proposal request with any outside parties except the designated AAA Contact person.

5.13.2 Your proposal may be evaluated and your offer may be accepted without any discussions, negotiations, or prior notice. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or revision of their proposals.

5.13.3 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 Request for Proposal.

5.13.4 The AAA reserves the right to conduct negotiations with responsible Offerors who submit proposals that appear reasonably susceptible of being selected for award for the purpose of obtaining best and final offers.

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

### **5.14 QUESTIONS FROM OFFERORS**

5.14.1 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 3.2, 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.

5.14.2 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.

### **5.15 TAXPAYER IDENTIFICATION NUMBER**

5.15.1 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.

5.15.2 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.

5.15.3 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

### **5.16 SUBMITTING YOUR OFFER OR MODIFICATION**

5.16.1 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.

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

5.16.3 Each Offeror must submit the number of copies indicated.

5.16.4 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.

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

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

### **5.17 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.

### **5.18 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 6 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 **three (3) unbound copies**. Unless specifically requested, 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.

**Sections 6.1 through 6.9** must be completed only once, regardless of the number of services or competitive areas being proposed. These sections apply to your organization as a whole. Scores obtained in these sections, where applicable, will be added to the service-specific scores obtained from Sections 7.1 through 7.5 for each proposed service and competitive (geographic) area.

**Sections 7.1 through 7.5** are targeted to each service and competitive (geographic) area. Your proposal must contain a separate set of clearly marked responses to Sections 7.1 through 7.5 for **each** service in **each** competitive area, in which you are proposing services.

### **Section 8 – Required attachments**

## 6.1 PROPOSAL PACKAGE COVER LETTER

Provider: \_\_\_\_\_ RFP #: \_\_\_\_\_

### HOME OFFICE ADDRESS:

### NOTICE ADDRESS:

_____ Contact Person	_____ Contact Person
_____ Mailing Address	_____ Mailing Address
_____ Phone	_____ Phone
_____ E-mail address	_____ E-mail address

### PAYMENT ADDRESS:

### TYPE OF ENTITY: (Check one)

_____ Contact Person	____ Sole Proprietorship
_____ Mailing Address	____ Corporate Entity (not-tax exempt)
_____ Phone	____ Partnership
_____ E-mail address	____ Corporation (tax-exempt)
	____ Government entity (federal, state, local)
	____ Other: _____

**CERTIFICATION:** I certify that the information contained in this proposal fairly represents this entity and its operating plans and budget necessary to conduct the proposed provision of In-Home and/or Community Based Services for the Elderly 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 Request for Proposal (RFP) and that this entity is prepared to implement the proposed services as described herein. I further certify that I am authorized to sign this proposal and any contractual agreement emanating there on behalf of the entity submitting the proposal. This PROPOSAL is firm for a period of at least ninety (90) calendar days from the closing date. Closing date for this solicitation is **4:30 PM EST February 29, 2024.**

\_\_\_\_\_  
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

Your proposal 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 RFP, your concurrence, agreement and signed acceptance of the STANDARD TERMS AND CONDITIONS (found in Attachment A) is a general requirement. These requirements will become part of any contract(s) resulting from this RFP. The 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 RFP. I understand that these are standard AAA requirements that will become part of any contract(s) awarded pursuant to this RFP 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

\_\_\_\_\_  
RFP #

Exceptions (include clause reference, title and explanation):

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### 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 RFP, your concurrence, agreement and signed acceptance of the following NON-COLLUSION certification is required.

As an authorized representative of \_\_\_\_\_,  
{fill in provider 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 RFP;
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

\_\_\_\_\_  
RFP #

## 6.4 OFFEROR CERTIFICATIONS – DEBARMENT

In order to be considered for award of a contract for any service being procured through this RFP, 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.

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Signature of Signatory Official (in **blue** ink)

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Date

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Organization/Company Name

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RFP #

## 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	Central Charleston Area	East Charleston Area	West Charleston Area	Dorchester Area
Home Delivered Meals	Section IX HDM					
Group Dining	Section IX GDS					
Transportation	Section IX TSP					

## 6.6 Executive Summary (2 pages or less)

Summarize how your organization's history, capability and philosophies make you the best contractor for the services you are proposing to provide. In doing so, please address:

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

## 6.7 Organizational Capacity

- Describe the organization's experience in providing senior activities (including partnerships, acquisition of senior centers, fundraising, etc.) in similar competitive areas. Describe your organization's or company's background.
- Describe the experience of the executive and/or management staff who oversee(s) the internal operations of the organization.
- List the current services provided by the Offeror and the funding sources that pay for them.
- Provide an explanation/description of your Emergency/Disaster Plan to ensure the continuation of services when an emergency arises, including but not limited to, staff shortages, financial hardship and inclement weather.

## 6.8 Financial Management and Strength

- Does the Offeror have an unrestricted financial reserve equal to three to six months of the current annual budget or a Board of Directors approved plan to develop a financial reserve?
- Within the past five years, has any entity cancelled or terminated a contract they held with your organization due to your failure to meet the requirements of the contract? If so, explain.
- Has the Offeror filed for bankruptcy or restructuring under the U.S. bankruptcy code within the last ten (10) years? If yes, when and where?
- The funding provided through the Area Agency on Aging is seed money. Describe the additional resources that will be used to expand/enhance the programs offered. How much will the additional resources lower the unit cost and/or increase the number of proposed units for this Offer?
- Explain specifically how funds will be accounted for when received.

## 6.9 Security Assessment

- Describe your policies and procedures that ensure access to sensitive information is limited to only those of your employees and volunteers who require access to perform your proposed services.
- What safeguards and practices do you have in place to vet your employees and volunteers who will have access to sensitive information?
- Describe the policies, procedures and practices you have in place to provide physical security of your papers with sensitive data, and access to sensitive areas in your organization.

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

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

6.6	Executive Summary	20	
6.7	Organizational Capacity	35	
6.8	Financial Management and Strength	30	
6.9	Quality Management/Improvement	15	

Max Organizational Strength Points	100
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## Section 7

### Provision of Services

#### Service-Specific Requirements

Sections 7.1 through 7.6 are targeted to each service and competitive (geographic) area.

**Note: Services will not be bundled. You may propose on one or all the services in an area within the Trident Region. Offerors are expected to serve the entire area if proposing a combination of services. Services are listed below.**

Questions and/or requirements are grouped and each service can be identified by the extensions below:

HDM	Requirements for Home Delivered Meal Services
GDS	Requirements for Group Dining Services
TSP	Requirements for Transportation Services
EBHP	Requirements for Evidence Based Health Promotion Services

## HOME DELIVERED MEALS (HDM) SERVICE

COMPETITIVE AREA: \_\_\_\_\_

### 7.1 HDM Staffing

Describe the background, experience and training of existing and proposed administrative staff, program staff and volunteers for the HDM service. Include descriptions of the activities to be performed by each person and the percentage of their time working with the HDM service. Include all supervisory staff as well as the supervisory/staff ratio for the program.

### 7.2 HDM Experience/Past Performance

- a) Are you currently providing this service? Yes\_\_\_\_ No\_\_\_\_ If yes, please provide a narrative overview of programming including number of participants.
- b) Describe the organization's experience in working with federal and/or state government funding sources.
- c) As required in the Older Americans Act, contractors shall give preference to providing services to those older persons in greatest social and/or economic need, with particular attention to: seniors with low income; low income minority seniors; seniors with limited English proficiency; seniors residing in rural areas; and seniors at risk for institutional placement. "Low income" is defined as income that is less than 125 percent of the poverty level published annually in the Federal Register. The use of means testing is prohibited. Provide your experience and supporting data in providing human service programs or services to Older Americans Act targeted individuals.

### 7.3 HDM Service Delivery Plan

- a) Describe the HDM service(s) you are offering in this proposal. (Offerors should refer to the HDM Scope of Service for approved Home Delivered Meals activities.)
- b) Develop objectives to identify older persons and inform them of the available services. These outreach efforts should include: older persons in greatest social and/or economic need, with particular attention to: seniors with low income; low income minority seniors; seniors with limited English proficiency; seniors residing in rural areas; and seniors at risk for institutional placement.
- c) Demonstrate your ability to provide the HDM service for the entire service delivery area(s) you are proposing in your offer.
- d) TAAA has a current regional contract with Senior Catering for FY 2023-2024 for prepared food for the HDM and GDS programs. It is our intent to extend the current contract with Senior Catering for FY 2024-2025 at the rate of \$3.39 per hot meal and \$4.50 per each frozen meal contained in the five-pack prepackaged box. Will you plan to use Senior Catering's meals for the delivery of HDMs? If not, please answer the following questions and complete the required attachments.
  - 1. Describe your means of providing food or provide the name of the caterer who will provide food.
  - 2. Provide the cost per meal.
  - 3. Complete Attachment C – Location of Caterer and Production Facility
  - 4. Complete Attachment D – Proposed Menus with Nutrition Analysis for each meal type to include hot meals and/or frozen and non-perishable, emergency meals.
    - ☐ Regular main meal menus for July, August, and September (four week cycle, 20 menus)

☐ Frozen regular main meal menus for July, August, and September (four week cycle, 20 menus)

☐ Non-perishable, Emergency Meals (three menus)

- e) How many home delivered meal packaging sites are you offering within the proposed service area? Describe the community(ies) and location(s) of all proposed locations. Do you presently have Memoranda of Understanding to use these sites?
- f) Describe the home delivered meals routes to include number of proposed routes, estimated number of participants per route and estimated delivery time.
- g) In order to ensure the safety and the quality of HDMs, the delivery time to program participants cannot exceed two (2) hours. The delivery time begins when the meals are loaded into the vehicle and ends when the last meal is delivered. How will you ensure that the delivery time does not exceed two hours?

#### 7.4 HDM Community Involvement – Expansion of Services

- a) Discuss any cooperative existing relationships fostered and/or planned to increase or expand the services.
- b) What is your strategy for attracting additional recipients for the service and, if applicable, expanding the program with other resources?
- c) How will participant contributions to the program be encouraged, collected, protected and reported?
- d) How will participant contributions be used to support the proposed program?

#### 7.5 HDM Proposed Units and Cost

	Berkeley Area	East Charleston Area	Central Charleston Area	West Charleston Area	Dorchester Area
<b>Offered Price Per Unit</b>					
<b>Proposed Units</b>					
<b>List source(s) and amount(s) of additional resources to expand the program</b> a) _____ b) _____ c) _____ d) _____					
<b>Projected Total</b>					



## 7.6 HDM Technical Evaluation Criteria

Home Delivered Meal (HDM) Service		Max Score	Reference(s)/Comments
7.1 HDM	Staffing	20	
7.2 HDM	Experience/Past Performance	15	
7.3 HDM	Service Delivery Plan	40	
7.4 HDM	Community - Expansion of Services	15	
7.5 HDM	Proposed Units and Costs	10	

Max Provision of Services Points	100
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Max Organizational Strength Points	100
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Max Total Points for HDM Services	200
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## GROUP DINING (GDS) SERVICE

COMPETITIVE AREA: \_\_\_\_\_

### 7.1 GDS Staffing

Describe the background, experience and training of existing and proposed administrative staff, program staff and volunteers for the GDS. Include descriptions of the activities to be performed by each person and the percentage of their time working with the GDS. Include all supervisory staff as well as the supervisory/staff ratio for the program.

### 7.2 GDS Experience/Past Performance

- a) Are you currently providing this service? Yes\_\_\_\_ No\_\_\_\_ If yes, please provide a narrative overview of programming including number of participants and measurable outcomes.
- b) Describe the organization's experience in working with federal and/or state government funding sources.
- c) As required in the Older Americans Act, contractors shall give preference to providing services to those older persons in greatest social and/or economic need, with particular attention to: seniors with low income; low income minority seniors; seniors with limited English proficiency; seniors residing in rural areas; and seniors at risk for institutional placement. "Low income" is defined as income that is less than 125 percent of the poverty level published annually in the Federal Register. The use of means testing is prohibited. Provide your experience and supporting data in providing human service programs or services to Older Americans Act targeted individuals.

### 7.3 GDS Service Delivery Plan

- a) Describe the GDS service(s) you are offering in this proposal. (Offerors should refer to the GDS Scope of Service.)
- b) Develop objectives to identify older persons and inform them of the available services. These outreach efforts should include: older persons in greatest social and/or economic need, with particular attention to: seniors with low income; low income minority seniors; seniors with limited English proficiency; seniors residing in rural areas; and seniors at risk for institutional placement.
- c) Demonstrate your ability to provide the GDS service for the entire service delivery area(s) you are proposing in your offer.
- d) TAAA has a current regional contract with Senior Catering for FY 2023-2024 for prepared food for the HDM and GDS programs. It is our intent to extend the current contract with Senior Catering for FY 2024-2025 at the rate of \$3.39 per hot meal. Will you plan to use Senior Catering's meals for the delivery of GDS meals? If not, please answer the following questions and complete the required attachments.
  1. Describe your means of providing food or provide the name of the caterer who will provide food.
  2. Provide the cost per meal.
  3. Complete Attachment C – Location of Caterer and Production Facility
  4. Complete Attachment D – Proposed Menus with Nutrition Analysis for each meal type to include hot meals and non-perishable, emergency meals.
    - ☐ Regular main meal menus for July, August, and September (four week cycle, 20 menus)
    - ☐ Non-perishable, Emergency Meals (three menus)
- e) How many group dining sites are you offering within the proposed service area(s)? Describe the community(ies) and location(s) of all proposed group dining sites. Do you presently have Memoranda of Understanding to use these locations?

- f) Describe how the organization will support staff in providing new, innovative activities for Group Dining participants.
- g) Describe how the organization determines participant's satisfaction with the service.

#### 7.4 GDS Community Involvement – Expansion of Services

- a) Discuss any cooperative existing relationships fostered and/or planned to increase or expand the services.
- b) What is your strategy for attracting additional recipients for the GDS and, if applicable, expanding the program with other resources?
- c) How will participant contributions to the program be encouraged, collected, protected and reported?
- d) How will participant contributions be used to support the proposed program?

#### 7.5 GDS Proposed Units and Cost

	Berkeley Area	East Charleston Area	Central Charleston Area	West Charleston Area	Dorchester Area
<b>Offered Price Per Unit</b>					
<b>Proposed Units</b>					
<b>List source(s) and amount(s) of additional resources to expand the program</b> a) _____ b) _____ c) _____ d) _____					
<b>Projected Total</b>					

## 7.6 GDS Technical Evaluation Criteria

Group Dining Service (GDS)		Max Score	Reference(s)/Comments
7.1 GDS	Staffing	20	
7.2 GDS	Experience/Past Performance	15	
7.3 GDS	Service Delivery Plan	40	
7.4 GDS	Community - Expansion of Services	15	
7.5 GDS	Proposed Units and Cost	10	

Max Provision of Services Points	100
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Max Organizational Strength Points	100
------------------------------------	-----

Max Total Points for GDS Services	100
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## TRANSPORTATION (TSP) SERVICE

COMPETITIVE AREA: \_\_\_\_\_

### 7.1 TSP Staffing

Describe the background, experience and training of existing and proposed administrative staff, program staff and volunteers for the TSP Service, including descriptions of the activities to be performed. Include all supervisory staff as well as the supervisory/staff ratio for the program.

### 7.2 TSP Experience/Past Performance

- a) Are you currently providing this service? Yes\_\_\_\_ No\_\_\_\_ If yes, please provide a narrative overview of programming including number of participants and measurable outcomes.
- b) Describe the organization's experience in working with federal and/or state government funding sources.
- c) As required in the Older Americans Act, contractors shall give preference to providing services to those older persons in greatest social and/or economic need, with particular attention to: seniors with low income; low income minority seniors; seniors with limited English proficiency; seniors residing in rural areas; and seniors at risk for institutional placement. "Low income" is defined as income that is less than 125 percent of the poverty level published annually in the Federal Register. The use of means testing is prohibited. Provide your experience and supporting data in providing human service programs or services to Older Americans Act targeted individuals.

### 7.3 TSP Service Delivery Plan

- a) Describe the TSP service(s) you are offering in this proposal. (Offerors should refer to the TSP Scope of Service for approved transportation activities.)
- b) Develop objectives to identify older persons and inform them of the available services. These outreach efforts should include: older persons in greatest social and/or economic need, with particular attention to: seniors with low income; low income minority seniors; seniors with limited English proficiency; seniors residing in rural areas; and seniors at risk for institutional placement.
- c) Demonstrate your ability to provide the TSP service for the entire service delivery area(s) you are proposing in your offer.
- d) How many TSP routes are you offering within the proposed service area(s)? Describe the number of vehicles, the number of drivers and the duration of each route.
- e) Describe your policies for vehicle maintenance. Include your maintenance and cleaning schedule(s) and other relevant documentation.
- f) How many vans are accessible for people with physical disabilities? If none, describe your means to serve people with physical disabilities.
- g) How will your business or organization determine participant's satisfaction with the TSP service?

### 7.4 TSP Community Involvement – Expansion of Services

- a) Discuss any cooperative existing relationships fostered and/or planned to increase or expand the TSP service.
- b) How will participant contributions to the program be encouraged, collected, protected and reported?
- c) How will participant contributions be used to support the TSP service?

## 7.5 TSP Proposed Units and Cost

	Berkeley Area	Central Charleston Area	East Charleston Area	West Charleston Area	Dorchester Area
Offered Price Per Unit					
Proposed Units					
List source(s) and amount(s) of additional resources to expand the program a) _____ b) _____ c) _____ d) _____					
Projected Total					

## 7.6 TSP Technical Evaluation Criteria

Transportation (TSP) Service		Max Score	Reference(s)/Comments
7.1 TSP	Staffing	20	
7.2 TSP	Experience/Past Performance	15	
7.3 TSP	Service Delivery Plan	40	
7.4 TSP	Community - Expansion of Services	15	
7.5 TSP	Proposed Units and Cost	10	

Max Provision of Services Points	100
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Max Organizational Strength Points	100
------------------------------------	-----

Max Total Points for TSP Services	200
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## EVIDENCE-BASED HEALTH PROMOTION SERVICE (EBHP)

**COMPETITIVE AREA:** \_\_\_\_\_

### 7.1 EBHP Staffing

Describe the background, experience and training of existing and proposed administrative staff, program staff and volunteers for the EBHP Service, including descriptions of the activities to be performed. Include all supervisory staff as well as the supervisory/staff ratio for the program. Describe how your organization will provide adequate oversight of program operations at outlying facilities at least quarterly.

### 7.2 Experience/Past Performance

- a. Are you currently providing this service? Yes\_\_\_\_ No\_\_\_\_ If yes, please provide a narrative overview of programming including number of participants and measurable outcomes.
- b. Describe the organization's experience in working with federal and/or state government funding sources.
- c. As required in the Older Americans Act, contractors shall give preference to providing services to those older persons in greatest social and/or economic need, with particular attention to: seniors with low income; low income minority seniors; seniors with limited English proficiency; seniors residing in rural areas; and seniors at risk for institutional placement. "Low income" is defined as income that is less than 125 percent of the poverty level published annually in the Federal Register. The use of means testing is prohibited. Provide your experience and supporting data in providing human service programs or services to Older Americans Act targeted individuals.

### 7.3 EBHP Service Delivery Plan

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

### 7.4 Community Involvement – Expansion of Services

- a. Discuss any cooperative relationships fostered and/or planned to increase or expand the services.
- b. Discuss how your agency will coordinate with other community service providers or other Older American Act providers to ensure that the service recipient is linked to any services they may need.
- c. How will participant contributions to the program be encouraged, collected, protected and reported?
- d. How will participant contributions be used to support the EBHP service?

## 7.5 Proposed Classes and Costs

	Berkeley Area	Central Charleston Area	East Charleston Area	West Charleston Area	Dorchester Area
Offered Price Per Class					
Proposed Classes					
List source(s) and amount(s) of additional resources to expand the program a) _____ b) _____ c) _____ d) _____					
Projected Total					

## 7.6 EBHP Technical Evaluation Criteria

Evidence-Based Health Promotion (EBHP) Service		Max Score	Reference(s)/Comments
7.1 TSP	Staffing	20	
7.2 TSP	Experience/Past Performance	15	
7.3 TSP	Service Delivery Plan	40	
7.4 TSP	Community - Expansion of Services	15	
7.5 TSP	Proposed Number of Classes and Cost	10	

Max Provision of Services Points	100
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Max Organizational Strength Points	100
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Max Total Points for EBHP Services	200
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## Section 8 Required Attachments

- 8.1 Organizational Chart delineating the position and name of the individual responsible for delivery of service
- 8.2 Most Recent Certified Financial Statement
- 8.3 Documentation of the additional resources used to expand the service offered in the RFP
- 8.4 Documentation of liability insurance, director's and officer's insurance and worker's compensation Insurance
- 8.5 Three (3) letters of support for the proposed services from county and/or city officials, social service agencies and other funding sources, including references attesting to past service
- 8.6 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.
- 8.7 One copy of the organization's 501(c) 3 tax exemption letter ***(for Not for Profit Organizations)***
- 8.8 List of current members of the governing board, identifying officers, their mailing addresses and affiliations ***(for Not for Profit Organizations)***
- 8.9 One copy of the organization's 990 ***(for Not for Profit Organizations)***
- 8.10 Attachment C – Location of Caterer and Production Facility ***(for catered meals providers only)***
- 8.11 Attachment D – Proposed Menus with Nutrition Analysis for each meal type to include hot and/or frozen and shelf stable ***(for catered meals providers only)***
- 8.12 Attachment E – Budget and Unit Cost Calculations Worksheet

**Section 9**  
**Scopes of Work**

## **HOME DELIVERD MEALS SERVICE (HDM)**

Home Delivered Meals Services purchased under this proposal shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging and Trident Area Agency on Aging.

### **PURPOSE:**

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

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

### **ELIGIBLE PARTICIPANTS:**

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

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

### **SERVICE ACTIVITIES:**

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

### **SERVICE ELIGIBILITY:**

The contractor assures that HDM services are provided to eligible individuals who are at high nutritional risk and have the greatest economic, social and/or health need.

Seniors in need of nutritional support because they are homebound and unable to purchase, prepare, or otherwise obtain/prepare their own meals due to a physical or mental impairment or who, for some other reason, do not have access to nutrition services at a group dining center. If it is the best interest of the older individual, the spouse, regardless of age, may also be served.

The participant must have a high nutrition risk means having a score of six (6) or more on the *DETERMINE Your Nutritional Health Checklist* screening tool developed by the Nutrition Screening Initiative. Written policies and

procedures are followed for determining priority for this service. Criteria shall target individuals with the greatest need who are (a) at high nutritional risk, (as previously mentioned); (b) unable to prepare meals without assistance; (c) unable to shop for food without assistance; (d) unable to eat without assistance; and/or (e) lacking adequate support from relatives or other caregivers.

#### **DOCUMENTATION:**

The contractor shall comply with the following documentation requirements:

1. Certify that all drivers (paid or volunteer) have delivered their assigned meals each day. In order to accurately record and verify that data, each meal driver will sign a copy of the home-delivered meal route before leaving the site to make deliveries. The document will be certified by appropriate site staff's signature each day. These records will be maintained and made available to the AAA/ADRC or SUA upon request.
2. If HDMs are not delivered (due to client not being present to accept the HDM), the driver must follow policies set forth by the AAA/ADRC and document the meal(s) as undelivered and cite the reason. This supporting documentation must be maintained and made available to the AAA/ADRC or SUA upon request.
3. Keep on file at the contractor's office, the monthly Nutrition Education material that is provided to home delivered meal recipients.
4. Provide the following service documentation daily:
  - (a) meals delivered to each service recipient;
  - (b) number of meals ordered, received and served;
  - (c) hot and cold food temperatures;
  - (d) action on any shortages or temperature discrepancies; and
  - (e) comments on recipient satisfaction with the meals served.
5. Keep on file incident/accident reports and substantive complaints with follow-up and termination notices, when applicable.
6. Maintain a prioritized waiting list for HDM services and provide to those individuals information on the availability of other meal and food resources.
7. Contractors shall ensure that staff are proficiently trained to perform the job duties assigned and are trained to properly input data into the state-approved data collection system.
8. Contractors shall retain hard copies of programming documentation for a minimum of three (3) years.

#### **UNIT OF SERVICE:**

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

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

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

## **GROUP DINING SERVICE (GDS)**

Group Dining Services purchased under this proposal shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging and Trident Area Agency on Aging.

### **PURPOSE:**

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

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

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

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

### **ELIGIBLE PARTICIPANTS:**

Those eligible for participation in Group Dining programs include:

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

### **SERVICE ACTIVITIES:**

The group dining site shall provide activities that include the following areas: recreational, informational, social, health, educational, nutritional, cultural, artistic and musical activities each month. Group dining sites must operate at least four (4) hours per day.

Senior Centers funded under Permanent Improvement Project (PIP) must meet requirements under that funding.

If funding sources other than those allocated by the SUA are used, the contractor should collect the client's demographical data via the assessment form in the state-approved data collection system, for use by the SUA and the AAAs/ADRCs for planning purposes.

The Contractor shall have the capacity to:

1. Collect initial participant information required in the state electronic client data system and update annually;

2. Prepare or purchase and serve meals that meet nutrition and safety requirements and are satisfying to participants;
3. Provide a broad variety of programs and planned activities that address the physical, emotional, and social aspects of older persons;
4. Assist participants in accessing available transportation in order to attend the group dining center, where feasible; and
5. Encourage volunteer participation and support from the community to help with the group dining program.

**SERVICE ELIGIBILITY:**

The contractor shall ensure that group dining services are provided to eligible individuals using uniform criteria specified by the AAA/ADRC and is approved by the State Unit on Aging (SUA). Preference for service shall be given to those determined through the OAA to be at high nutrition risk and those in greatest economic and social need.

**DOCUMENTATION:**

The contractor shall comply with the following documentation requirements:

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

**UNIT OF SERVICE:**

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

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

**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.

## **TRANSPORTATION SERVICE (TSP)**

Transportation Services purchased under this proposal shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging and Trident Area Agency on Aging.

### **PURPOSE:**

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

1. Participate in Group Dining and senior center programs
2. Access human services organizations and health resources;
3. Reduce social isolation;
4. Maintain health and independence; and
5. Prevent premature institutionalization.

### **ELIGIBLE PARTICIPANTS:**

The contractor assures that transportation services are provided to eligible participants, 60 years of age or above who are unable to drive, do not have access to a vehicle, or have no access to affordable public transportation and shall be transported to destinations and services necessary for independent living and quality of life. Individuals 55-59 years of age may be eligible for transportation services; however, no more than ten percent of the total number of transportation participants may be age 55-59.

### **SERVICE ACTIVITIES:**

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

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

### **DOCUMENTATION:**

The contractor shall comply with the following documentation requirements:

1. Maintain all information that documents compliance with transportation standards and make such available to service monitors;
2. Enter all required data into the state-approved data collection system not less than monthly;
3. Provide the following service documentation at the request of the State Unit on Aging or Area Agency on Aging: (a) daily rider logs for each vehicle; (b) miles ridden by each passenger that can be supported by a mapping service; trip starting point and destination; and (c) names of companion riders.
4. Keep incident reports for any unexpected event and registered complaints with documentation of follow-up on file;
5. Collect and protect contributions donated by riders and fares paid by private pay passengers; Record the amount collected each day and track it to deposit in the contractor bank account;
6. Ensure that staff are proficiently trained to perform the job duties assigned and are trained to properly input data into the state-approved data collection system;
7. Train staff in proper techniques to handle the special needs of passengers with mobility impairments;
8. Train staff in defensive driving

9. Have clearly written policies to handle any concerns or complaints regarding the service, vehicles, drivers, or other passengers; and
10. Maintain an appropriate number of vehicles accessible to persons with disabilities;
11. Retain hard copies of the programming documentation for a minimum of three (3) years.

**UNIT OF SERVICE:**

The unit service for contracted point-to-point transportation services for an individual is a mile. Point-to-point is the exact number of miles from one location to another location.

The unit of service for group transportation is a mile. Group transportation is a trip, with multiple riders, starting from a single point of origin, going to a single drop-off point (for example, a trip starting at the group dining site going to a multi-purpose store). A group trip is determined by the actual miles between points, regardless of the number of clients riding (more than two riders going to one destination). Destinations may include, but are not limited to, nutrition sites, senior centers, shopping centers, and pharmacies.



## EVIDENCE-BASED HEALTH PROMOTION (EBHP)

Title III-D of the Older Americans Act (OAA) provides funding for the population aged sixty (60) years and over for education and implementation activities that support healthy lifestyles and promote healthy behaviors. Health education reduces the need for more costly medical interventions. Priority is given to serving older adults living in medically underserved areas of the State or who are in the greatest economic need.

Evidence-Based Health Promotion Programs (EBHP) purchased under this proposal shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging and Trident Area Agency on Aging.

### Purpose

OAA Title III-D is intended to initiate programs designed to help older adults prevent and/or manage chronic diseases and promote healthier lifestyles. Healthy aging reduces healthcare costs and increases quality of life for older adults.

EBHPs are shown to be effective at helping participants adopt healthy behaviors, improve their health status, and reduce their use of hospital services and emergency room visits. Older adults are disproportionately affected by chronic disease. EBP's can mitigate the negative impact of chronic diseases and related injuries, such as falls.

EBHPs empower older adults to take control of their health by maintaining a healthy lifestyle through increased self-efficacy and self-management. The OAA Title III-D EBP requirement was implemented in 2012.

**The AAA/ADRC may award OAA funds to provide DP/HP Services designed to achieve the following goals:**

- maintain improved health;
- increase years of healthy life;
- reduce risk factors associated with illness, disability, or disease;
- delay onset of disease;
- minimize periods of disability;
- preserve functional capacity;
- manage chronic diseases; and
- prevent premature institutionalization. (OAA 361)

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

### Eligible Participants

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

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

**Definitions of Service Activities and Unit of Service**

The Contractor may offer one or more of the following evidence-based programs, as appropriate, to meet the individual needs of the program participants:

**Examples of Allowable Disease Prevention and Health Promotion Services**

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

- Chronic Disease Self-Management Program
- Chronic Pain Self-Management Program
- Bingocize
- Enhance Fitness
- Arthritis Foundation Exercise Program
- National Diabetes Prevention Program

**Coordination with other Community Programs**

Each contractor shall coordinate Disease Prevention and Health Promotion Services with other community agencies and volunteer organizations with similar program goals. This program coordination shall be detailed in the Area Plan.

**Documentation**

The contractors shall include all Disease Prevention and Health Promotion Services activities on their monthly calendars and enter class information into the state-approved data collection system.

**Sustainability**

Older Americans Act (OAA) Title III-D programs help stimulate innovation by providing seed money to test new approaches and Disease Prevention and Health Promotion Services' activities. Disease Prevention and Health Promotion Services' programs help to attract younger, active senior adults through innovative fitness programs, health technology, and healthy aging screenings.

Contractor partnerships to extend the reach of Disease Prevention and Health Promotion Services' programs shall include, but not be limited to, community health centers, mental health centers, State and local government agencies, centers for independent living, public health departments, State and local nonprofit organizations, and hospitals. Senior centers and group dining sites are key partners for implementation and consumer feedback for Disease Prevention and Health Promotion Services' programs.

## **Attachment A**

### **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 shall, throughout the life of the contract, participate in State and Federal audits. 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, 2024 through June 30, 2025.

**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.

## **Attachment B**

### **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, genitourinary, 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.

## **Attachment C**

### **Location of Caterer and Production Facility**



**LOCATION OF CONTRACTOR AND PRODUCTION FACILITY**

<b>NAME OF CONTRACTOR:</b>	
<b>OFFICE ADDRESS:</b>	
<b>PHONE:</b>	
<b>CONTACT:</b>	

	<b>LIST OF PRODUCTION FACILITIES</b>	<b>*DATE OF MOST RECENT INSPECTION</b>	<b>GRADE</b>
1.	Address		
	Phone:		
	Manager:		
	Description, number and age of vehicles:		
2.	Address:		
	Phone:		
	Manager:		
	Description, number and age of vehicles:		
3.	Address:		
	Phone:		
	Manager:		
	Description, number and age of vehicles:		

\*Copies of most recent sanitation inspection (and/or USDA/FDA certification, if applicable) for each production facility must be attached. If the most recent inspection was a follow-up inspection, the initial inspection that required the follow-up inspection must be provided.

Note: If an offeror is purchasing pre-plated, blast-frozen meals, the offeror must also supply evidence that such CONTRACTOR complies with all the requirements contained herein and must provide the CONTRACTOR's plant inspection number and USDA certification.

## **Attachment D**

### **Proposed Menus with Nutrition Analysis**

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Month, Date					
Meat or alternate					
Vegetables-					
Fruits					
Bread or alternates					
Milk or alternate					
Dessert (optional)					
Accompaniments (as needed)					
Beverage (optional)					
Analysis Weekly Avg.	Nutrient Analysis Daily Values				
Kcal_____ Pro_____	Kcal_____ Pro_____	Kcal_____ Pro_____	Kcal_____ Pro_____	Kcal_____ Pro_____	Kcal_____ Pro_____
Fat_____ Fiber_____	Fat_____ Fiber_____ Vit	Fat_____ Fiber_____	Fat_____ Fiber_____	Fat_____ Fiber_____	Fat_____ Fiber_____
Vit C_____ Vit A_____	C_____ Vit A_____	Vit C_____ Vit A_____	Vit C_____ Vit A_____	Vit C_____ Vit A_____	Vit C_____ Vit A_____
Vit B12_____	Vit B12_____	Vit B12_____	Vit B12_____	Vit B12_____	Vit B12_____
Vit B6_____ Ca_____	Vit B6_____ Ca_____	Vit B6_____ Ca_____	Vit B6_____ Ca_____	Vit B6_____ Ca_____	Vit B6_____ Ca_____
Mg_____ Zn_____	Mg_____ Zn_____	Mg_____ Zn_____	Mg_____ Zn_____	Mg_____ Zn_____	Mg_____ Zn_____
Na_____ K_____	Na_____ K_____	Na_____ K_____	Na_____ K_____	Na_____ K_____	Na_____ K_____

Prepared by: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_ Effective Date: \_\_\_\_\_ to \_\_\_\_\_

I certify that these menus meet the nutrition requirements as specified in the Meal RFP Specifications provided by the AAA and the corresponding computer nutrient analysis indicates compliance with the *Table: Nutrient Requirements and Values for Analysis*.

\_\_\_\_\_  
CONTRACTOR Dietitian/Nutritionist

\_\_\_\_\_  
Registration Number / SC License Number

## **Attachment E**

### **Budget and Unit Cost Calculations Worksheet**

## Budget and Unit Cost Calculations

Offeror: \_\_\_\_\_

Geographic Area(s): \_\_\_\_\_

Item #	SERVICE Delivery Costs: (Enter data in Green Cells Only)	100% Budget (All Svcs)	Group Dining Meals	Home Delivered Meals	Transportation	Evidence-Based Health Promotion
1	Personnel Salaries					
2	Fringe Benefits					
3	Travel (for service delivery)					
4	Training (include training related staff travel)					
5	Facility/Building Cost/Maintenance					
6	Utilities					
7	Equipment					
8	Insurance					
9	Supplies					
10	Raw Food/Meal Cost (Nutrition Svcs only)					
11	Other: (specify)					
12	Subtotal - Service Provision Costs					
<b>Management (Indirect/Overhead) Costs</b>						
13	Personnel Salaries					
14	Fringe Benefits					
15	Other Overhead/Indirect Costs (Include all)					
16	Other: (specify)					
17	Other: (specify)					
18	Subtotal - Mgmt (Indirect/Overhead) Costs					
19	Other: (specify)					
20	Other Contractual					
21	Profit					
22	Subtotal - Other					
22	<b>TOTAL OPERATING BUDGET</b>					

23	Fringe Rate as % of Salaries				
24	Projected Total # of Units / Classes				
25	Actual Unit or Class Cost				