

**Central Midlands Council of Governments
Area Agency on Aging/ Aging and Disability Resource Center**

REQUEST FOR PROPOSAL (RFP)

REQUEST FOR PROPOSAL #: 2016-1 (July 1, 2016-June 30, 2017)

Date of Issue: **March 7, 2016**

LETTER OF INTENT TO PROPOSE: **March 14, 2016**

PROPOSAL SUBMITTAL DEADLINE: **April 7, 2016 at 3 PM EST**

PURPOSE: For the purchase and provisions of In-home and Community-Based Services for the elderly under Title III of the Older Americans Act and South Carolina State-Funded Programs of the State Unit on Aging.

We invite you to submit Proposals in accordance with requirements contained in the following solicitation. Because the Contracts that may result from this solicitation are funded through a combination of Federal, State and Local funding sources, uncertainty exists with respect to what level of funds may be made available to offerors.

Your proposal **MUST** be submitted to the **Central Midlands Council of Governments** by **Thursday, April 7, 2016 at 3 PM EST**. Any proposal received after the deadline will be deemed non-responsive.

Offerors are required to demonstrate/document the availability or commitment to meet such match requirements. Offerors are required to commit to coordinating delivery of services with other providers of services for older adults, especially any other Older Americans Act funded contractor of services in the counties of **Richland, Lexington, Newberry and Fairfield, SC**.

The Proposal must be [signed in Blue Ink](#) by an official authorized to bind the offering organization and it must contain evidence of the signing official's authorization to sign the proposal, along with a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission.

This solicitation does not commit the **Central Midlands Council of Governments/ Area Agency on Aging** to award a contract or to pay any costs incurred in the preparation of a proposal. The **Central Midlands Council of Governments/ Area Agency on Aging** reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with all qualified Offerors, or to cancel in part or in whole this RFP if it is in the best interest of the **Central Midlands Council of Governments/Area Agency on Aging** to do so.

The term of any Contract(s) resulting from this RFP is projected to be for the period beginning July 1, 2016 and continuing through June 30, 2017 with options for an additional four (4) one-year extensions.

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SECTION I: SCOPE OF WORK

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

The contract period is one year contract with four (4) additional one (1) year renewal options. Contract Base Period: July 1, 2016 thru June 30, 2017.

Dates are estimated. Resulting contract(s) will begin on the date specified in the notice of award. The AAA 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 (1) year periods.

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

1.3 SERVICE AREA

The service area of **the Central Midlands Area Agency on Aging/Aging and Disability Resource Center includes the four counties of Richland, Lexington, Newberry and Fairfield.** Proposals may be submitted for one or more counties but must provide at a minimum the proposed services throughout the entire county or counties being covered by the proposal, rather than fragmented or limited areas. Proposals must address all activities described in Section VII.

1.4 SERVICES TO BE PROCURED

Estimated Dollar Amount based off a three year average

Service	Richland County	Lexington County	Newberry County	Fairfield County
Level 1 Home Care	\$34,500	\$39,638	\$37,375	\$30,025
Level II Home Care	\$17,962	\$19,400	\$18,681	\$15,807

SECTION II: INTRODUCTION AND BACKGROUND

2.1 Goal

The goal of aging services is to keep older adults living safely and independently at home for as long as possible, and to give them the tools necessary to make good informed decisions that promote beneficial health and wellness practices. While activities are a required component of the group dining service, the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) and provider/contractor must be good stewards of the limited Federal and State funding allocated by the LGOA and assess their goals to determine if group outings and social trips are the best use of those resources.

2.2 PURPOSE

This solicitation is an invitation for qualified offeror to submit proposals to provide some or all of the services listed in Section 1 – Scope of Solicitation and Section VII-Information to Submit Service Specific Requirements (Scope of Work) 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.

2.3 OVERVIEW OF THE OLDER AMERICANS ACT

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

There are a wide range of community-based services, both in-home and in group that may be provided under the OAA, including transportation services, in-home supportive services, nutrition services and education and exercise and physical fitness.

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

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and called for the creation of State Units on Aging (SUA). The SUA is located in the Office of the Lieutenant Governor.

Using OAA and other funds, the South Carolina SUA 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.

2.4 OVERVIEW OF THE AREA AGENCY 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.

2.5 VALUES AND PRINCIPLES

The South Carolina Lieutenant Governor's Office on Aging (LGOA) has been designated to serve as the State Unit on Aging (SUA) to receive and administer Federal Older Americans Act (OAA) funds. As the SUA for South Carolina and in accordance with Federal Requirements in 45 CFR 1321, the SUA designates Area Agencies on Aging (AAA) to serve as planning/coordinating/administrative entities for their specified planning and service area (PSA). The SUA has designated ten (10) multi-county planning and service areas in South Carolina and has designated an Area Agency on Aging for each PSA. The Central Midlands Area Agency on Aging/Aging and Disability Resource Center (CMCOG AAA/ADRC) has been designated as the AAA for the Central Midlands Region to include Richland, Lexington, Newberry and Fairfield Counties. CMCOG AAA/ADRC contracts for a variety of aging services under Title III under the Older Americans Act and State Funded Services that have in the past included: home care services (Level I & Level II) for persons sixty (60) years of age or older.

Title III and HCBS funding provides financial resources to stimulate the development or enhancement of comprehensive and coordinated community based systems resulting in a continuum of services to older persons with special emphasis on older individuals having the greatest economic or social need giving particular attention to the low income minority individuals. A responsive community-based system of service shall include collaboration in

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planning, resource allocation and delivery of a public and private resource in the community and assure the provision of a full range of efficient, well-coordinated and assessable service for older persons. Funding opportunities under the OAA are initiated by the Administration on Aging at the Federal Level, the SUA at the State Level and CMCOG AAA/ADRC at the Regional Level.

As part of the formal procurement process for Aging Services in South Carolina, a Comprehensive Needs Assessment was conducted by CMCOG AAA/ADRC to identify the needs of older adults, to evaluate the present service delivery system available in the region and to analyze the gaps in services. The goal of the Needs Assessment was to learn about the needs of seniors from three (3) perspectives: consumers age 60+ receiving and not receiving services, professionals and family caregivers. The Needs Assessment can be reviewed at the Central Midlands Council of Governments during normal business hours.

With projected growth of the older population, home and community based services are needed to enable older adults to maintain maximum independence and remain a vital part of their communities. It is anticipated that as the “baby boomers” (individuals born after 1945) continue to reach age 60 over the next several years, the traditional ways of providing aging services will be challenged thus giving way to new and innovative programs and service delivery options to include consumer choice and possibly service voucher options.

2.6 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/or Local/private resources. Many of these vary in amount from year to year and become available at varying times during each fiscal year, often making total budgeted amounts for a particular service uncertain. Additionally, voluntary contributions and cost-sharing from program participants are allowed for some services. A more detailed description of service funding in SC can be found in the The Lieutenant Governor’s Office on Aging’s SC Aging Networks Policies and Procedures Manual (www.aging.sc.gov). If Federal and/or State Government reduces funding during a contract period or funding is withheld, these reductions would be passed onto to successful offeror awarded a contract. **To address the varied match requirements of funding sources Central Midlands AAA/ADRC will reimburse ninety (90) percent of the contracted rate for any service awarded therefore all services require a ten (10) percent match.**

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 the offeror with cost calculations and units of service estimations, historical data is provided.

SECTION III: GENERAL INFORMATION AND INSTRUCTIONS

3.1 DEFINITIONS

Act: The Older Americans Act of 1965 as amended and re-authorized.

Amendment- A document issued to supplement and/or revise 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: 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 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 in that area.

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, older individuals with functional limitations.

At Risk for Institutional Placement: 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.

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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 LGOA 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 LGOA, AAA/ADRC, or provider/contractor.

Disability: The term 'disability' means (except when such term is used in the phrase 'severe disability', 'developmental disabilities', 'physical or mental disability', or 'physical disabilities') a disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that results in substantial functional limitations in one (1) or more of the following:

- Self-care
- Receptive and expressive language
- Learning
- Mobility
- Self-direction
- Economic self-sufficiency
- Cognitive functioning
- Emotional adjustment

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,

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smoking cessation, stress management, fall prevention, physical activity and improved nutrition, which have been proven to work.

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.”

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.

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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: 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: is 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.

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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.

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.

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 or Lieutenant Governor's Office on Aging: 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. The Office on Aging in the Office of the Lieutenant Governor is the designated operational unit for the State Unit on Aging (SUA) for South Carolina.

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

- in greatest economic need;
- in greatest social need;
- considered minorities; and/or
- residing in rural areas.

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

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3.2 ABBREVIATIONS

- **AAA** - Area Agency on Aging
- **ACE** – Alternative Care for the Elderly
- **ADRC** – Aging and Disability Resource Center
- **ADTRC**- Aging, Disability and Transportation Resource Center
- **AoA** - Administration on Aging
- **CLTC** – Community Long Term Care
- **COA** – County Councils on Aging
- **LGOA** – Lieutenant Governor’s Office on Aging
- **NSIP** – Nutrition Services Incentive Program
- **OAA** – Older Americans Act
- **PSA** - Planning and Service Area
- **SCDHEC** – South Carolina Department of Health and Environmental Control
- **SCDHHS** – South Carolina Department of Health and Human Services
- **SUA** - State Unit on Aging
- **USDA** - United States Department of Agriculture
- **USDHHS** - U. S. Department of Health and Human Services
- **USDOL** – United States Department of Labor

SECTION IV: 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 be 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.

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45 CFR Part 74.40-48 and Appendix A (HHS): Uniform Administrative Requirements for Awards and Sub-awards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations;

OMB Circular A-110, Sections 40-48

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 92: Uniform Administration Requirements for Grants and Cooperative Agreements with State and Local Government;

45 CFR 92.36 (HHS)

OMB Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments; and

45 CFR Part 100: Intergovernmental Review of Department of Health and Human Services Programs and Activities; and

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

* Other Laws, Regulations and Policies apply; this is not intended to be an all-inclusive list.

SECTION V: PROPOSAL INSTRUCTIONS AND REQUIREMENTS

5.1 LETTER OF INTENT TO PROPOSE

An original letter of intent to submit a proposal in response to this RFP must be submitted no later than Monday, March 14, 2016. A statement on the entity's letterhead stationery, indicating intent to submit a proposal by the stated RFP submission deadline will be sufficient. **The following verbiage is provided as an example: The undersigned, the duly authorized signatory authority for this agency, hereby declares its intent to submit a proposal in response to the Central Midlands Council of Governments/ Area Agency on Aging/Aging, Disability and Resource Center RFP 2017-1.**

- a. Include the addresses, phone numbers, fax numbers and e-mail addresses for the signatory authority and contact person, and service type intending to propose on (i.e., Home Care Level I and/or Home Care Level II).
- b. The letter of intent to submit a proposal must be signed by the same signatory authority who will sign the proposal to be submitted later. **Facsimile and email copies are accepted. The original must be received in this office within five (5) working days of the letter to submit a proposal.**
- c. **Proposals will not be accepted unless an original Letter of Intent was received by March 14, 2016 in order for a proposal to be successfully submitted.**

Please forward your Letter to Intent to submit a Proposal to:

Central Midlands Council of Governments/ Area Agency on Aging/
Aging, Disability and Resource Center
Cindy Curtis, Director
Area Agency on Aging
236 Stoneridge Drive
Columbia, South Carolina 29210

Or

Fax: (803) 376-5394
Attention: Cindy Curtis, Director, Area Agency on Aging

Or

ccurtis@cmcog.org

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5.1 MANDATORY OFFEROR'S CONFERENCE

A Mandatory Offeror's Conference will be held in the large Conference Room of the Central Midlands Council of Governments on **Monday, March 21, 2016 3:00 PM EST.**

5.2 QUESTIONS CONCERNING THIS RFP

Typed written questions, including service type, concerning this RFP will be accepted through March 17, 2016. E-mail copies are acceptable.

Please forward your typed written questions to:

Central Midlands Council of Governments/ Area Agency on Aging/
Aging, Disability and Resource Center
Cindy Curtis, Director
Area Agency on Aging
236 Stoneridge Drive
Columbia, South Carolina 29210

Or

ccurtis@cmcog.org

5.4 QUESTION PERIOD AND PROCESS

Additional questions concerning this Request for Proposal will be accepted, via e-mail or mail beginning **Monday, March 21, 2016** through **Wednesday, March 23, 2016.** Only questions submitted in writing will be answered and no individual answers will be given. All parties, which submitted a Letter of Intent to submit a Proposal, will receive a copy of all questions submitted during the Extended Question Period and the appropriate answers, via e-mail, **Friday, March 25, 2016.**

Please forward questions

ccurtis@cmcog.org

Or

Central Midlands Council of Governments/Area Agency on Aging/
Aging, Disability and Resource Center
Cindy Curtis, Director
Area Agency on Aging
236 Stoneridge Drive
Columbia, SC 29210

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5.5 KEY EVENTS AND DATES

1.	Request for Proposals (RFP) Issued	March 7, 2016
2.	Deadline for the Receipt of Letter of Intent to Propose	March 14, 2016
3.	Deadline for Receipt of Questions	March 17, 2016
4.	Offeror's Conference -To be attended only by offerors who have submitted a Letter of Intent to Propose by March 14, 2016.	March 21, 2016 at 3:00 PM Central Midlands COG/AAA Large Conference Room 236 Stoneridge Drive Columbia, SC 29210
5.	Extended Questions Period Begins	March 21, 2016
6.	Extended Questions Period Ends	March 23, 2016
7.	Extended Questions Period Replies Sent	March 28, 2016
8.	Deadline for Receipt of Proposals	April 7, 2016 at 3:00 PM EST Electronic copy of proposal and 5 hard copies must be received.
9.	Public Opening of Proposals	April 8, 2016 at 10:00 AM EST
10.	Review for Responsiveness by Staff	April 8, 2016
11.	Notification of Non-Responsiveness	April 15, 2016
12.	Final Review for Responsiveness by Staff	April 19, 2016
13.	Recommendations from Review and Evaluation Committee to Central Midlands Council of Governments Board of Directors	May 6, 2016
14.	Written Notification mailed to Successful/Non-Successful Proposers	May 27, 2016
15.	Contract Negotiations begins for Successful Proposers	May 27, 2016
16.	Contract Starts	July 1, 2016

5.6 DELIVERY OF PROPOSALS

1. **How.** Proposals may be Mailed or Hand Delivered ONLY. E-mailed electronic version will be required in addition to the required five (5) hard copies. Electronic version may be emailed to ccauble@centralmidlands.org.
2. **Where.** Central Midlands Council of Governments/ AAA/ADRC
Cindy Curtis, Area Agency on Aging
236 Stoneridge Drive
Columbia, South Carolina 29210
3. **When.** Proposals will be accepted by the Central Midlands Council of Governments/ Area Agency on Aging until **Thursday, April 7, 2016 at 3:00 PM EST** as established by the Central Midlands Council of Governments.

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4. There will be a public opening of all offerors received in the Large Conference Room at the Central Midlands Council of Governments on **Friday, April 8, 2016 at 10:00 AM EST**
5. Late proposals **will not be** considered, regardless of the delivery method chosen by the offeror. At the request and expense of the proposer, late proposals will be returned, unopened, providing a request is made within thirty (30) calendar days of the closing date for this RFP.

5.7 RESPONSIVENESS OF PROPOSALS

1. Proposals will be reviewed for responsiveness based on the criteria established in this RFP. **The Check List for Procurement Proposal Submission form in Appendix B will be used to determine the responsiveness of proposals received.**
2. Proposals will be reviewed for responsiveness by the Central Midlands Council of Governments Staff starting on April 8, 2016 to April 19, 2016.
3. Proposers will be notified regarding non-responsive proposals and the offeror will be given until **Monday, April 18, 2016 at 10 AM EST** to make appropriate correction to the offer or proposal. Notification will be sent to the contact person listed on the Letter of Intent to Propose via e-mail and fax machine.
4. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Council of Governments Representative. The Central Midlands Council of Governments may reject a Proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items.

5.8 NUMBER OF PROPOSALS TO BE SUBMITTED

Each offeror must submit **five** (5) typed copies of their proposal in a sealed container. One copy of the proposals must be submitted with original signatures and date in **BLUE INK** and must have "**ORIGINAL**" stamped or printed on the first page or cover sheet. Each copy of the proposal and any attachments should be **triple hole punched** and **clipped** together in a single volume (please use binder clips). Offerors will also submit one (1) electronic copy of their proposal to ccauble@centralmidlands.org.

The offeror is required to have the following information typed or printed on the outside of the sealed container/package:

1. Name and Address of the proposing organization;
2. The RFP (**CMCOG AAA/ADRC #2017-01**), Closing Date April 7, 2016 and Type of Service (i.e., Home Care Level I and/or Home Care Level II). The following is an **EXAMPLE** of what the required outside markings must look like:

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EXAMPLE:

<p>ABC AGENCY 1580 Boardwalk Avenue Any City, South Carolina 29000</p> <p>RFP#: CMCOG RFP #2017-01, April 7 , 2016 Home Care Level I and Home Care Level II</p>

IT'S IMPORTANT TO NOTE THAT THIS REQUIRED INFORMATION AND LABELING IS VITAL TO THE PROPER INTERNAL HANDLING OF THE PROPOSAL, ESPECIALLY WHEN IT FIRST ENTERS THE DOOR AT THE COUNCIL OF GOVERNMENTS.

5.9 SIGNATURE AND DATE REQUIREMENTS

One of the required five (5) copies must be designated the "Original" copy of the proposal and must be **SIGNED AND DATED in BLUE INK**. The person, who signs the proposal, must be a representative of the offering agency who is legally authorized by his/her governing body to sign contractual agreements on behalf of the offeror. Evidence of such authorization, such as a resolution from the Board of Directors or other document designating the person authorized to sign on behalf of the agency, must be included in the proposal. **Unsigned and/or undated proposals will be deemed non-responsive.**

5.10 RFP REVISIONS

1. Should it become necessary to revise any part of this Request for Proposal, all such revisions will be provided in writing to **ALL** entities that submitted a letter of intent to propose or submitted a proposal in response to this RFP.
2. Verbal comments or discussion relative to this solicitation will not add, subtract or in any way modify the written provisions contained herein. Any alteration must be in the form of written revision, provided to **ALL** entities that submitted a letter of intent to bid or submitted a proposal in response t this RFP.

5.17 TAXPAYER IDENTIFICATION NUMBER

5.17.1 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.

5.17.2 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.

5.17.3 If offeror does not have a TIN, offeror shall indicate if either a TIN has been applied for

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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.

5.20 Central Midlands Council of Governments Appeal and Protest Procedure

The following procedures are for the purpose of addressing pre-award protest matters related to solicitation or award of contracts by Central Midlands Council of Governments. The Central Midlands Council of Governments is the responsible party for resolving all matters related to its contracts. These matters include pre-award issues, which may be raised concerning a solicitation or a specific award of a contract.

5.20.1 Any protest related to solicitation or award of a contract must be filed with the Central Midlands Council of Governments within ten (10) calendar days of the action by the Central Midlands Council of Governments. Submission of a written protest document must be received not later than 5:00 P.M. (Eastern Time) of the tenth (10th) calendar day following the action taken by the Central Midlands Council of Governments. Untimely protests will not be considered.

5.20.2 In order to file a protest, a party must be aggrieved and must be an organization or individual with a specific interest related to the procurement. Only organizations, which can demonstrate that they are aggrieved, will be considered. A party is not aggrieved by an error in solicitation or award of a contract unless the party would have received the award but for the error.

The Central Midlands Council of Governments will not consider protests from individuals or organizations who do not have such standing nor from subcontractors of parties with which contracts have been placed.

The signature of a party on a protest document constitutes a certification by the signer that the signer has read the document and to the best of their knowledge, information, and belief and, after reasonable inquiry, it is well grounded in fact and is warranted by existing law or by a good faith argument, and that it is not submitted for any improper purpose such as to harass, limit competition, or cause unnecessary delay or needless increase in the cost of the procurement or the cause of action.

5.20.3 The statements in this policy concerning standing do not exclude the participation in the process by an organization, which is the apparent successful offeror. Such party may participate, to the extent that meetings take place between the Central Midlands Council of Governments and the protestor. However, since the protest procedure primarily will involve the review of the documentary submissions, it is not guaranteed that such an interested party will be specifically involved in the procedure. Interested parties may submit information on the record to support their contention that the procurement was properly carried out and the contract award is valid.

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5.20.4 Protests must be in writing and must state or include the following: that the document constitutes a protest; general inquiries and other characterizations will not be treated as protest documents; Notice of the specific issues that the protestor believes must be considered; and that a specific remedy, stated therein, is requested. All Protests need to be submitted to:

Ben Mauldin, Executive Director
Central Midlands Council of Governments
236 Stoneridge Drive
Columbia, SC 29210

Additional information in the form of documentary evidence may be submitted as part of the submission. However, all information must be included by the deadline for submission of protests. No additional opportunity to embellish or otherwise expand the information to be reviewed will be accepted.

5.20.5 Upon receipt of the submission documents, the appropriate officials of the Central Midlands Council of Governments (which may include staff and/or board members) will expeditiously review the documents. No hearing will be granted unless, in the view of the Central Midlands Council of Governments, such hearing would substantially clarify the circumstances surrounding the protest. If a hearing is granted, it will be conducted at the offices of the Central Midlands Council of Governments and a taped record will be made. The protester may be represented by counsel, but the responsible party of the protesting organization (the person signing the protest) must be present at all times at such meeting.

5.20.6 Upon receipt of a qualified protest, the Central Midlands Council of Governments will engage in an administrative stay with respect to all procurement activity and contract implementation affected by the protested procurement. Accordingly, if a contract award has not occurred, the Central Midlands Council of Governments will not proceed with the award until a decision on the protest has been reached. If a contract has been placed, the Central Midlands Council of Governments may instruct the apparent successful contractor to suspend performance, pending the issuance of a decision in the matter.

5.20.7 The remedies developed in response to a protest will be at the discretion of the Central Midlands Council of Governments. It should be recognized that the placement of contracts by the Central Midlands Council of Governments is generally for the provision of designated services and disruption of the process has the potential for placing at risk vulnerable members of the population living within the Central Midlands region. Accordingly, cancellation of contracts and re-procurement will only be considered in extreme circumstances.

5.20.8 Decisions of the Central Midlands Council of Governments will be issued in writing within forty-five (45) calendar days of the receipt of a protest. In accordance with applicable Federal and State regulations affecting the administration of programs administered by the Central Midlands Council of Governments, the decision of the Central Midlands Council of Governments is final.

5.20.9 The cost of a protest will be borne solely by the protester. No compensation will be paid to the protesting organization or to any legal representative thereof. [Note: Cost principles applicable to the administration of Federal grants and contracts and sub awards thereunder

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(Office of Management and Budget Circular A-87 for governmental units and A-122 for non-profit organizations) provide that legal expenses involved in prosecuting a claim against an awarding agency are not an allowable cost for use of Federal funds.]

5.20.10 The information submitted as part of a protest will be considered subject to the same rules for public access as are applicable to the records of the Central Midland Council of Governments. Accordingly, protest documents will be considered to be part of grant records accessible by authorized representatives of Federal and State agencies and auditors acting on behalf of the agencies, the Inspector General, and the Comptroller General of the United States. Such records are not by their nature accessible to members of the general public and the press unless other laws or regulations specifically apply.

5.21 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. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If AAA offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

5.22 Presentations

Offerors may be required or requested to make an oral presentation of their proposals to the Central Midlands AAA/ADRC. Presentations provide an opportunity to clarify proposals and to ensure mutual understanding. The Central Midlands AAA/ADRC will determine the need, location, format and schedule for any presentations. The Central Midlands AAA/ADRC also reserves the right to cancel scheduled presentations.

SECTION VI: CERTIFICATION AND ORGANIZATIONAL INFORMATION

All forms and questions contained in Section VI must be completed only **ONCE** and returned in the offer regardless of the number of services or counties being proposed. This section applies to your organization as a whole. Scores obtained from this section will be added to the service-specific scores. The Executive Summary, Organizational Capacity, Financial Management and Strength and Quality Management Functions require a narrative.

Please streamline answers in this section. Be sure that Proposal content **directly** answers the questions asked. Having a concise answer to questions will be a positive attribute. Please **DO NOT** answer the questions in this RFP directly on this document. Responses in regards to this RFP should be in a document format. In Section 6 and 7 label each section that is being proposed. Appendix B has a *Check List for Procurement Proposal Submission* that is to be used as a guide to ensure that the proposals have included all the requested information. The proposal should not include extraneous filler material. **DO NOT** include pictures, art, clip art or brochures.

All requested documentation is to be received in the order of the CHECK LIST FOR PROCUREMENT PROPOSAL SUBMISSION ON PAGE 46. Any proposal packet submission received out of order may be deemed non-responsive.

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6.1 PROPOSAL PACKAGE COVER LETTER

HOME OFFICE ADDRESS: _____ Company _____ Contact _____ Mailing Address _____ Phone _____ E-mail address	NOTICE ADDRESS: _____ Company _____ Contact _____ Mailing Address _____ Phone _____ E-mail address
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PAYMENT ADDRESS: _____ Company _____ Contact _____ Mailing Address _____ Phone _____ E-mail address	OFFEROR'S TYPE OF ENTITY: (CHECK ONE) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate Entity (not-tax exempt) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (Federal, State, local) <input type="checkbox"/> 501(c)3
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6.2 CERTIFICATION

The term "Offer" means your "proposal". Your Offer must be submitted in a sealed package. Solicitation number and opening date must appear on the package exterior.

In response to your Request for Proposal (RFP) #: CMCOG/AAA 17-01, the following proposal is submitted.

Service(s): _____

(i.e., Home Care Level I, Home Care Level II)

The term of any Contract(s) resulting from this RFP shall be for the period beginning July 1, 2016, and continuing through June 30, 2017. The CMCOG/AAA may, at its option, extend any Contract if it appears to be in the best interest of the Older Americans Act, the seniors of the Central Midlands region, and the AAA and is agreeable with the Offeror. Said extensions may be less than, but will not exceed, four (4) additional one-year periods. The Offeror will be notified at least sixty (60) days prior to Contract expiration with respect to exercise of this option. Any request for an increase in unit cost will be evaluated prior to exercise of the option to extend and will be based on the availability of funds. All budgetary and unit cost information should be based on the time period referenced above.

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

Signature of Signatory Official (in Blue Ink)

Date

Typed Name of Signatory Officials

Typed Job Title of Signatory Official

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Taxpayer Identification Number

6.3 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.

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

Date

Typed Name of Signatory Official

Type Job Title of Signatory Official

Organization/Company Name

Taxpayer Identification Number

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6.5 PROPOSED SERVICES AND PRICE

Name of Agency

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

Service	Richland County	Lexington County	Newberry County	Fairfield County
Home Care Level I				
Home Care Level II				

Identify the offer price(s) per unit. A unit is defined as one (1) hour of service (**the price you will provide the service for**) and the applicable counties that you are offering to provide by placing the “price” in the appropriate cell(s).

Service	Richland County	Lexington County	Newberry County	Fairfield County
Home Care Level I				
Home Care Level II				

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6.6 EXECUTIVE SUMMARY

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

- Mission statement, philosophies, values or principles that will be reflected in the provision of services.
- Business goals and how you intend to reach these goals.
- Experience providing similar services and/or experience providing services to older adults.
- Relationship with other Human Services organizations.
- Other relevant information including meeting all licensure requirements in Regulation 61-122- Standards for Licensing In-Home Care effective June 27, 2014.
- Describe marketing efforts that have been used or will be used to raise community awareness of the organization's programs and services supported in whole or in part through the Central Midlands AAA/ADRC.

6.7 ORGANIZATIONAL CAPACITY

- Provide at least three (3), but not more than four (4), business references (i.e. vendor, banker, etc.) familiar with your organization's history, service delivery, programs, and/or business performance. You must include a contact person, company name, address, and daytime telephone number of each.
- Provide the firm name, contact person, address, and daytime telephone number of your accounting or auditing firm, if applicable.
- Provide copy of your agency's current SC DHEC license for In-Home Care Provider.
 - In accordance with §§ 44-70-10 et seq., South Carolina Code of Laws, 1976, as amended and Regulation 61-122, owners and prospective owners must file an application under oath prior to engaging in the business as an In-home Care Provider, annually thereafter, and prior to changes of ownership and locations. Licenses are effective for a 12-month period following the date of issue
- Provide copy of your agency's policy and standards in providing new staff appropriate training and your agency's schedule for training of existing staff as it relates to providing in-home care to the elderly population.
- Description of your legal structure (i.e.: not for profit, county department), ownership, and affiliations. If you are a 501(c) 3, provide the letter from the IRS stating so (including proof of accreditation, if applicable).

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- Planned or actual organizational structure including organizational chart that shows service components and employees (by name and title, if applicable), clinical staff, and any consultants/contractors. Provide a list of current Board of Directors and identify officers and their affiliations, if applicable.
- Provide a copy of your agency's Confidentiality/Disclosure of Information Statement.
- Provide a copy of your agency's Code of Conduct.
- Provide a copy of your agency's written policies to handle any concerns or complaints regarding the service, etc.
- Organization's experience in providing senior activities/services (including partnerships, acquisition of senior centers, fundraising, etc.) in similar competitive areas. Describe your agency's/organization's/business's background, the challenges faced in providing the same or similar services being proposed.
- Explain how your organization has used an automated information system similar to the Advanced Information Manager System (AIM) mandated by the SUA for the purpose of reporting units of service.
- Submit written procedures concerning the collection, handling, counting and depositing of grant related income and/or cost share funds.
- Attach at least three (3) letters of support for the proposed services from county, city officials, social service agencies and other funding sources, including references attesting to past service.
- Resumes' of key personnel, qualifications of Executive Director.

NOTE: All agencies awarded contracts through this procurement process will be required to have a Disaster/Emergency Preparedness Plan before a contract is issued.

6.8 FINANCIAL MANAGEMENT AND STRENGTH

- The funding provided for services awarded through this RFP is seed money. Describe the additional resources that will be used to expand the programs offered. How much will the additional resources lower the unit cost and/or increase the number of proposed units for this Offer? If you receive additional funding from other funding sources that will be used to expand services proposed, please provide award letters from the funding source(s).
- Provide a copy of the most recent audit report and your most recent 990, if applicable;
- If an independent audit has not been conducted or is not available, provide other documentation of financial strength or support that supports or ensures your ability to perform the services being procured.

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- Has the offeror filed for bankruptcy or restructuring under the US bankruptcy code within the last 7 years? If yes, when and where?
- Provide a copy of your current Liability and Worker’s Compensation Insurance;
- 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; and
- Explain specifically how funds will be accounted for when received, i.e., financial management procedures.
- The offeror must demonstrate the ability to sustain financial stability including having to wait up to 30-60-90 days for reimbursement for services provided.
- If the CMCOG/AAA deems that the submitted financial information is insufficient, the proposal can be deemed non-responsive

6.9 QUALITY MANAGEMENT

- How will you take actions to remedy problems or concerns of service delivery? (i.e., clients in rural locations, difficult client behavior).
- How will you utilize data and quality information to engage in continuous improvement efforts? (reports available from AIM, feedback from seniors and the AAA/ADRC).
- How will you identify and utilize areas of strengths and pinpoint opportunities for improvement? (staff, funding and other resources).
- How will you assure quality of service meets the requirements of the Scope of Work as outlined in this RFP? (Home Care Level I and Home Care Level II).

6.10 EVALUATION SUMMARY

Tab #	Item	Maximum Score
6.6	Executive Summary	20 points
6.7	Organizational Capacity	30 points
6.8	Financial Management and Strength	25 points
6.9	Quality Management	25 points
	Total Points	100

SECTION VII: INFORMATION TO SUBMIT SERVICE-SPECIFIC REQUIREMENTS

Section VII contains requirements and descriptive information about services to be funded. This Section includes the scope of work and program/general requirements for the two (2) services being offered and then questions on the service such as staffing, experience/past

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performance, service delivery plan, community involvement. The AAA/ADRC will be funding each of these services in all four (4) counties in the **Central Midlands Region**.

Be sure that Proposal content **directly** answers the questions asked. Having a concise answer to questions will be a positive attribute. The proposal should not include extraneous filler material. **DO NOT** include pictures, clip art, news articles or brochures. Proposals shall be submitted in word format, twelve (12) point font. Please do not restate the questions contained in the RFP or answer the questions directly on the RFP.

The services that the AAA/ADTRC is putting out for proposal are:

- Home Care Level I (HCL 1); and
- Home Care Level II (HCL 2)

7.1 General Requirements for Service

1. Accurately input required client data into the AIM system, or any other required LGOA client data collection systems, in a timely manner and as mandated by the terms, conditions, policies, procedures and specifications of the indicated aging program. The AAA/ADRC will not reimburse for any units deemed not earned.
2. The Offeror shall maintain and make available to those monitoring service delivery any information that documents compliance with the South Carolina's Aging Network's Policies and Procedures Manual and AAA/ADRC contracts.
3. The Offeror shall maintain all support documentation necessary to support charges made under this proposal. The Offeror will be monitored for Program Compliance by the AAA and/or SUA at least annually.
4. The AAA/ADRC requires all contractors to input client data into the AIM data collection system for the site that is providing the individual client with the service. Service units earned must be reported by the site providing the service.
5. The contractor shall have the capacity to provide for an initial assessment and annual reassessment using uniform criteria specified by the AAA/ADRC and provide daily documentation of services delivered. All participants of service must be assessed at least annually.
6. Preference for service shall be given to those seniors determined through the Older Americans Act to be at high nutrition risk, low-income, low-income minority, with limited English proficiency, and those living in rural areas.
7. The contractor must maintain a system for the collection and protection of contributions donated by participants each day. These contributions must be recorded and used to expand the agency's service(s).
8. Meet all reporting requirements of the AAA/ADRC.

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9. Written procedures for termination of services as approved by the AAA/ADRC.
10. Incident Reports and Registered Complaints and follow-up.
11. Collect and protect contributions donated by participants and by private pay participants. Record the amount collected each day and tracks it to deposit in the contractor bank account.
12. Must be able to provide proof of data collection computer capacity prior to any Contract Award. The minimum system and computer requirements are: Windows 7, Windows XP SP3 or Microsoft Vista, at least 2 GB of RAM, Intel Core Duo processor or equivalent, at least an 8 GB hard drive, fax capability, e-mail capability, and at least 2 seats for AIM.

7.2 Level 1 Home Care

Purpose

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

Eligibility

Individuals sixty (60) years of age or older who have a chronic illness, limitations in two (2) or more activities of daily living, or have an acute episode of a chronic illness that affects their ability to provide self-care and maintain a safe and sanitary home environment without assistance.

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

Service Activities (Homemaker/Chore/Health Companion/simple needs)

Home Care Level I is the most basic level of home care services provided and deal primarily with taking care of the recipient's living environment. Activities of Level I Home Care services may include one (1) or any combination of the following:

- Ambulation supervision
- Assistance with letter writing and bill paying

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- Bathing stand-by assistance
- Blood Pressure, using digital cuff
- Companionship/Outing accompaniment
- Dressing assistance
- Errand/Task assistance
- Exercise
- Food handling
- Getting to appointments
- Grocery shopping
- Housekeeping/Chores - vacuuming, dusting, cleaning bathrooms, etc.
- Laundry for recipient only
- Making unoccupied bed
- Meal preparation/setup
- Medication assistance (reminders and observation of self-administration of daily medication)
- Menu planning
- Minor home/yard maintenance - changing light bulbs, sweeping walkways, etc.
- Observing and reporting changes in the older individual's condition
- Oxygen use assistance
- Petty cash handling
- Safety
- Wheelchair assistance

Level II - Home Health Aide

Level II Home Care services allow the trained, qualified home health aides to offer personal care services focused mainly on Activities of Daily Living (ADLs). Level II Home Care services allow the service provider to offer personal care services. Activities of Level II home care services include Level I services and may include one or any combination of the following:

- back rub;
- bed bath;
- bed bound care-basic;
- denture care;
- dressing client;
- feeding;
- foot care;
- intake/output measuring;
- making occupied bed;
- medication set-up/preparation;
- nebulizer treatments;
- non-sterile dressing change;

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- oral care;
- oxygen tank use;
- perineal care;
- pulse measuring;
- range of motion exercise;
- respiration counting;
- shampoo;
- shaving;
- shower/tub bath;
- skin care;
- teaching or retraining the individual to handle personal care tasks;
- toileting with bedpan;
- toileting with commode;
- toileting with urinal;
- transfer to wheelchair;
- turning & positioning; and/or
- walker assistance.

Documentation

The contractor/service provider shall maintain the following documentation and provide to the AAA/ADRC and LGOA upon request or as required:

1. In-home activities and client information shall be documented and maintained by the provider/contractor to include documentation of eligibility, plan of care, progress notes with supervisor's notes from any on-site visits and paper or electronic termination forms, when applicable.
2. Documentation, signed by the older individual or their responsible party, of in-home visit activities, such as activities performed, time spent in direct service to the older individual, and notations on condition. In addition, the provider/contractor shall maintain documentation of any missed or attempted visits.

Unit of Service

A unit of service is defined as one hour of direct services provided to or in the older individual's residence.

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.

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7.22 HCL 1 and/or HC 2 Staffing

1. Indicate all staff necessary to provide Home Care I and/or II Support in compliance with the requirements of this RFP. Be sure to give job title, a brief description of their job duties, and the percentage of their time spent working on the program.
2. Describe how your agency will provide adequate program oversight.

7.23 HCL 1 and/or HC 2 Experience/Past Performance

1. If you are currently a provider of Home Care Level I and/or Home Care Level II in the Central Midlands Region, please provide a short narrative overview of programming including number of participants and measurable outcomes.
2. If you are not currently a provider of Home Care Level I and/or Home Care Level in the Central Midlands Region, please describe any experience you have in providing in-home services in both rural and urban areas.

7.24 HCL 1 and/or HC 2 Service Delivery Plan

1. Please tell what areas in each county your organization proposes on that you will serve. If your agency does not offer weekend and/or night service how will you provide those services if a service recipient wishes to receive those services?
2. What methods will your agency use to serve those people who the OAA targets?
3. How will your organization obtain client feedback?
4. Discuss how the proposed service will be delivered. How will your organization be responsive to the needs and interest of seniors in the Central Midlands Region? Include any enhancements, expansions or additional resources to be offered to the program.
5. Describe how the service will be provided with increased flexibility and consumer direction.

7.25 HCL 1 Community Involvement – Expansion of Services

1. Discuss any cooperative relationships fostered and/or planned to increase or expand the services.
2. 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 up to any services they need.

SECTION VIII: Selection Criteria

8.1 The selection criteria and the percentage of importance in making the selection are:

Item	Maximum Score
HLS Staffing	10 points
HLS Experience/Past Performance	20 points
HLS Service Delivery Plan	30 points
HLS Community Involvement/Expansion of Service	20 points
Proposed Price	20 points
Total Points	100

Item	Maximum Score
Executive Summary	20 points
Organizational Capacity	30 points
Financial Management and Strength	25 points
Quality Management	25 points
Total Points	100

SECTION IX: BUDGET INFORMATION

9.1 Budget and Unit Cost Calculations (Spreadsheet)

1. The budget spreadsheets below will be handed out on a CD at the Mandatory Offeror's Conference. If you would like to request a CD prior to the Mandatory Offeror's Conference, please contact Cindy Curtis at ccurtis@cmcog.org and request a copy.
2. Please be sure to follow the directions for the budget spreadsheets.
3. All applicable expenses should be entered for each service and the calculated Unit Cost must justify your offered price(s).
4. Each spreadsheet captures all cost information for one county, regardless of the number of services being proposed.

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5. If you are proposing services in **more than one county**, you must complete a spreadsheet for each county.

9.2 Instructions for Unit Rate Calculations

A separate spreadsheet must be completed for each county being proposed.

1. Enter data only in **green boxes**. Please put an entry in every **green** cell even if it is a zero (0) or N/A.
2. The information is being broken down or listed by service delivery, management (indirect or overhead) charges and case management/assessments.
3. The line items are general, please do not list every line item specific to your budget. If one of the listed items fits, please use it. Otherwise, please use the “other” to list items that do not fit in any of the listed items.
4. **List all expenses by service and by county**. We are primarily interested in services we provide funding for, but we are interested in the total cost for those services whether or not you receive all of your funding from us.
5. For line item 35, enter the total of all units for services (including ones we are not paying for with OAA /State Funds).
6. For line item 38 (Cash Match), please list total amount of all other funds used to pay for those services in the applicable column.
7. For line item 39, (In-Kind Match), please list total amount of all other funds used to pay for those services in the applicable column. Provide details in the In-Kind Match “Detail” tab.

9.3 Price Proposal (Spreadsheet)

- The spreadsheet will be provided electronically at the Proposers Conference.
- Only one spreadsheet is required, regardless of the number of services and/or counties are being proposed.

9.4 Match

Funds under this RFP the AAA are requiring a 10% match for the Federal and State funding sources as maintenance for the program and to increase the amount of service.

APPENDIX A

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TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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Confidential Information For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Respondent contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Respondent contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the word "PROTECTED" every page, or portion thereof, that Respondent contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, Central Midlands Council of Governments may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Respondent (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these proposals instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, Central Midlands Council of Governments will detrimentally rely on Respondent's marking of documents, as required by this proposal instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Respondent agrees to defend, indemnify and hold harmless the Central Midlands Council of Governments, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Respondent marked as "confidential" or "trade secret" or "PROTECTED".

Contract amendments, modification and change orders Any change orders, alterations, amendments or other modification hereunder shall not be effective unless reduced to writing and approved by the Central Midlands Council of Governments and the contractor.

Contract Period The contract will run from July 1, 2016 through June 30, 2017 with the option of being renewed on an annual basis, not to exceed four additional years. This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. If the respondent elects not to extend on the anniversary date, the respondent must notify the Central Midlands Council of Governments of its intention in writing 120 days prior to the anniversary date. At renewal time, the Central Midlands Council of Governments may elect to add an optional service which is stated in this contract, subject to negotiations and a written agreement between both parties.

Contractor's Liability Insurance

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

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

Contractor's Obligation – General. The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full

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responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

Debarments/Suspension

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

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

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

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

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

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

Disputes All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Central Midlands Council of Governments or in the absence of jurisdiction, only in the Court of Common Pleas for, or a Federal court located in Richland 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. (2)

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

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

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

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

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

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

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

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

Notice: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the Central Midlands Council of Governments shall be to the Council of Governments Representative's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

Ownership of Material Ownership of all data, material and documentation originated and prepared for the Central Midlands Council of Governments pursuant to this contract shall belong exclusively to the Central Midlands Council of Governments.

Presentation 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.

Price Escalation Price changes may be negotiated to be effective on renewal date, if extended. The contract will automatically renew at the existing price unless the respondent notifies the Central Midlands Council of Governments in writing by January 1st of proposed price negotiation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

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Check List for Procurement Proposal Submission

This form should be turned in with your proposal package. The form should be located behind your proposal package letter and should be signed and dated. **All forms are to be included in the order listed below.**

I. Certification and Organizational Information

(This section should be completed by EVERY agency submitting a proposal)

- 6.1 Proposal Package Cover Letter (Form)
- 6.2 Certification (Form)
- 6.3 Contract Terms and Conditions (Form)
- 6.4 Non-Collusion (Form)
- 6.5 Proposed Services and Price (Form)
- 6.6 Executive Summary
- 6.7 Organizational Capacity
 - 3-6 business references
 - Auditing Firm Information
 - Copy of SC DHEC current In-Home Care Provider license
 - Copy of agency's policy and standards for staff training
 - Description of Legal Structure
 - Organizational Chart
 - List of Board of Directors, identify officers and affiliations
 - Confidentiality/Disclosure of Information Statement
 - Code of Conduct
 - Policy on Complaints
 - Written procedures for Grant Related Income/Cost Share funds
 - 3 letters of support
 - Resumes of key personnel
- 6.8 Financial Management and Strength
 - Award letter(s) for additional funding sources
 - Most recent audit/financial statement
 - Copy of 990, if applicable
 - Worker's Compensation Insurance
 - Liability Insurance
- 6.9 Quality Management

II. Information to Submit Service Specific Requirements

(This section should be completed for only the services you are proposing on)

Home Care Level I (HCL 1) and/or Home Care Level II (HCL 2)

- 7.22 HCL 1 and/or HC 2 Staffing
- 7.23 HCL 1 and/or HC 2 Experience
- 7.24 HCL 1 and/or HC 2 Service Delivery Plan

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- 7.25 HCL 1 and/or HC 2 Community Involvement/Expansion of Services

III. Budget Information

- 9.1 Budget and Unit Cost Calculation Spreadsheet
- 9.3 Price Proposal Spreadsheet (Form)

IV. Other Criteria

- Signed in Blue Ink
- Five (5) typed, triple hole punched and clipped together
- 12 point font
- electronic copy of packet emailed to ccauble@centralmidlands.org

Name of Agency	
Authorized Signatory Authority	
Date	

APPENDIX C

**CENTRAL MIDLANDS HOLIDAY SCHEDULE for SERVICES
2016-2017**

July 4 (Monday)	Independence Day – July 4 th
September 4 (Monday)	Labor Day
November 11 (Friday)	Veteran’s Day
November 24 (Thursday)	Thanksgiving
November 25 (Friday)	Day after Thanksgiving
December 26 (Monday)	Christmas Day Observed
January 2 (Monday)	New Year’s Day Observed
January 16 (Monday)	MLK Day
February 20 (Monday)	President’s Day
April 14 (Friday)	Good Friday
May 29 (Monday)	Memorial Day