



**Central Midlands Council of Governments**  
**Area Agency on Aging**

**REQUEST FOR PROPOSALS (RFP) – (RE-ADVERTISED)**

REQUEST FOR PROPOSAL #: CMCOG/AAA 2024 – Services – RE-ADVERTISED  
(July 1, 2024-June 30, 2025)

LETTER OF INTENT TO PROPOSE: **February 5, 2024**

PROPOSAL SUBMITTAL DEADLINE: **March 4, 2024 at 2 PM EST**

PURPOSE: For the purchase and 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.

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We invite the submission of 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.

The proposal **MUST** be received by the **Central Midlands Council of Governments** by **Monday, March 4, 2024 at 2 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 match requirements described herein. Offerors are required to commit to coordinating delivery of services with other providers of services for older adults, especially any other Older American Act funded contractor of services in the Counties of Fairfield, Lexington, Newberry, and Richland.

The Proposal must be [signed in Blue Ink](#) by an official authorized to bind the offering organization 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 to be for the period beginning July 1, 2024 and continuing through June 30, 2025.

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**In Accordance with 2 CFR 200.321, The Central Midlands Council of Governments will assure that small, minority, and women’s business enterprises are used when possible.**

## SECTION I: SCOPE OF SOLICITATION

### 1.1 TO ACQUIRE SERVICES

The purpose of this solicitation is to acquire Older Americans Act and/or State funded 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 a 12-month contract.  
 Contract Base Period: July 1, 2024 through June 30, 2025.

All budgetary and unit cost information submitted in the 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, Disability Resource Center includes the four counties of Fairfield, Lexington, Newberry, and Richland**. Proposal(s) may be submitted for one county, a combination of counties, or the entire four-county region, but must provide at a minimum the proposed services throughout the entire county being covered by the proposal, rather than fragmented or limited areas. Proposals must address an activity(s) described in Section VII.

### 1.4 SERVICES TO BE PROCURED

**The respondent will bid to service ALL OF THE COUNTY when submitting proposals and must factor in all costs to service the entire county.**

*Estimated Annual Dollar Amount based upon a two-year average.*

| Service  | Fairfield County | Lexington County | Newberry County | Richland County |
|--|------------------|------------------|-----------------|-----------------|
| Homemaker  | N/A              | \$41,597.45      | \$90,546.50     | \$43,710.50     |
| Personal Care  | N/A              | N/A              | N/A             | \$25,819.25     |
| Group Dining   | \$28,982.10      | \$147,325.23     | \$50,618.75     | \$108,788.60    |
| Home Delivered Meals   | \$366,570.34     | \$545,436.64     | \$237,098.32    | \$564,708.05    |
| Transportation GD  | \$9,909.00       | \$95,306.52      | \$42,415.52     | \$192,825.30    |
| Essential Transportation (Medical, Asst. Medical, Essential) | \$2,386.02       | N/A              | N/A             | \$33,689.33     |

## **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. The Area Agency on Aging (AAA) and provider/contractor must be good stewards of the limited Federal and State funding allocated by the State Unit on Aging (SUA).

### **2.2 PURPOSE**

This solicitation is an invitation for qualified Offerors to submit proposals to provide 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 area.

This solicitation establishes proposal procedures, defines specific information that must be submitted in order 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 to be the backbone of aging legislation and funding. OAA funds provide 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 settings that may be provided under the OAA, including transportation services, in-home supportive services, nutrition services, education, exercise, and physical fitness.

Anyone aged 60 or over, regardless of income, may qualify for services. However, funding is limited so the OAA targets older individuals with the greatest economic and social need, focusing particularly on low-income and minority individuals. The OAA established the Administration on Aging (AoA), now within the U.S. Department of Health and Human Services and called for the creation of State Units on Aging (SUA). In South Carolina, the SUA is located in the Department on Aging (SCDOA).

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 regions to carry out this objective. 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 OF THE CENTRAL MIDLANDS AREA AGENCY ON AGING**

The South Carolina Department on Aging (SCDOA) 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 (CMCOG AAA) has been designated as the AAA for the Central Midlands Region to include Fairfield, Lexington, Newberry, and Richland. CMCOG AAA contracts for a variety of aging services under Title III of the Older Americans Act and through State Funded Services that have in the past included: homemaker, personal care, group dining meals, home delivered meals, health promotion and disease prevention, and transportation for persons sixty (60) years of age or older.

Title III 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 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 services 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 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 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.

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 SC Department on Aging’s (SCDOA) Policies and Procedures Manual ([www.aging.sc.gov](http://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 on to successful Offerors who are awarded a contract. **To address the varied match requirements of funding sources Central Midlands AAA will reimburse ninety (90) percent of the contracted rate for any service awarded.**

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

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

**Client Selection:** The process of the Area Agency(s) on Aging for 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 SCDOA 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.*

**Cost-Sharing/Matching Funds:** A portion of the project or program costs not borne by the Federal government, and therefore covered by some other source.

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

**Direct Services:** Any activity performed to provide services directly to individuals and/or older persons by the staff of the SCDOA, 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 condition 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, smoking cessation, stress management, fall prevention, physical activity, and improved nutrition.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Instrumental Activities of Daily Living:** are not necessarily 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 service 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 shareholder 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.

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

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

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

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

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

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

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

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

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

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

**State Unit on Aging or Department 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. Department on Aging 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.

**Third Party In-Kind Contributions:** Property or services which benefit a federally assisted project or program, and which are contributed by non-federal third parties without charge to the grantee, or a cost-type contractor under the grant agreement.

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

### 3.2 ABBREVIATIONS

- **AAA** - Area Agency on Aging
- **ACE** - Alternative Care for the Elderly
- **ADRC** - Aging and Disability Resource Center
- **AoA** - Administration on Aging
- **CLTC** - Community Long-Term Care
- **COA** - County Councils on Aging
- **SCDOA** - South Carolina Department on Aging
- **DP/HP** - Disease Prevention/Health Promotion
- **EBPs** - Evidence Based Programs
- **HDM** - Home Delivered Meal
- **NSIP** - Nutrition Services Incentive Program
- **OAA** - Older Americans Act
- **PSA** - Planning and Service Area
- **RFP** - Request for Proposal
- **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 and SECURITY

**4.1** Funding for the services procured through this RFP are obtained from a number of sources, to include Local, State and Federal funding, therefore there is a significant number of policies that must be followed. Standard Contract Terms and Conditions are located in Appendix A. Offeror's certification that they are aware of, understand and agree to comply with these policies is a general requirement to be considered for any contract(s) pursuant to this RFP. If you take exception or are unable or unwilling to comply with a particular standard, you must identify the standard and provide an explanation. The AAA will consider your comments; however, it should be noted that allowable waivers are rare.

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

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

The OAA, as amended to date;

Federal regulations issued pursuant to the OAA:

45 CFR 1321.5 cites that the following regulations apply to all activities under this part [Title III] and adds that there may be others not listed here.

45 CFR Part 80: Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health, Education, and Welfare; Effectuation of Title VI of Civil Rights Act of 1964;

45 CFR Part 81: Practice and Procedure for Hearings under Part 80 of this Title;

45 CFR Part 84: Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation

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

2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB)

The Department on Aging Networks Policies and Procedures Manual, to include supplemental instructions, when issued. The manual can be viewed at [www.aging.sc.gov](http://www.aging.sc.gov).

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.

\* Other Laws, Regulations and Policies may apply; this is not intended to be an all-inclusive list. Such policies will be listed in awarded contract.

**4.2** Due to the nature of the information managed by the State and/or Area Agency on Aging/Council of Government under this contract, any event resulting in a potential loss of confidentiality, integrity, and/or availability of sensitive data is unacceptable. Contractor shall develop and maintain a security and privacy program with effective security and privacy controls compliant with the most current version of the industry standard cyber security framework (<https://www.nist.gov/cyberframework>). Security and privacy controls shall be well documented, management enforced, and comply with all applicable security and privacy laws, regulations, and policies, and any other related breach notification laws and directives. Information available to the provider/contractor about a client should only be used for the intended purpose of providing or connecting a client with needed services. Any information collected separately by the provider/contractor should also adhere to privacy and security standards, including documentation of what and how that information will be used, along with signed consent of the client.

The developed security and privacy program must support, at a minimum, the following privacy principles:

- Confidentiality – preserve authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information. A loss of confidentiality is the unauthorized disclosure of information.
- Integrity – guard against improper information modification or destruction and includes ensuring information nonrepudiation and authenticity. A loss of integrity is the unauthorized modification or destruction of information.

The contractor/provider must also provide:

- Documentation outlining the methodology used to defend against, identify and respond to, and mitigate risk of any breaches of sensitive data.
- Documentation of the process of notifying (AAA/COG) when a potential breach occurs, and the steps contractor/provider will take to resolve breaches and recover unauthorized release of information.

**Security Assessment Questionnaire:**

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

## SECTION V: PROPOSAL INSTRUCTIONS AND REQUIREMENTS

### 5.1 LETTER OF INTENT TO PROPOSE

A letter of intent to submit a proposal in response to this RFP must be submitted no later than **Monday, February 5, 2024**. 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 RFP APPAAA 2024-Services.**

- 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., Homemaker, Personal Care, Group Dining, Health Promotions, Home Delivered Meals, and/or Transportation).
- 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. **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 a Letter of Intent to submit a proposal was properly submitted.**

Please forward your Letter of Intent/Proposal to:

Central Midlands Council of Governments/ Area Agency on Aging  
**Anna Harmon**, AAA Director  
236 Stoneridge Drive Columbia, SC 29210 (US Postal Service/UPS/FedX/Hand Delivery)

Attention: **Anna Harmon**, AAA Director or [aharmon@centralmidlands.org](mailto:aharmon@centralmidlands.org)

### 5.2 QUESTIONS CONCERNING THIS RFP

Initial typed, written questions, including service type, concerning this RFP will be accepted through **Monday, February 12, 2024 at 2:00 pm**. E-mail copies are acceptable.

Please forward your typed written questions to:

Central Midlands Council of Governments/ Area Agency on Aging  
Anna Harmon, AAA Director  
236 Stoneridge Drive  
Columbia, SC 29210  
[aharmon@centralmidlands.org](mailto:aharmon@centralmidlands.org)

### 5.3 OFFEROR'S CONFERENCE

A Mandatory Offeror's Conference will be held in the large Conference Room of the **Central Midlands Council of Governments on Friday, February 16, 2024 at 2:00 PM. Attendance is mandatory.**

## 5.4 EXTENDED QUESTION PERIOD AND PROCESS

Additional questions concerning this Request for Proposal will be accepted, via e-mail or USPS mail until **Thursday, February 22, 2024, at 2:00 pm**. Only questions submitted in writing will be answered. On **Tuesday, February 27, 2024**, all parties who submitted a Letter of Intent to submit a proposal will receive a copy via e-mail of all questions submitted during the Extended Question Period along with the appropriate answers.

Please forward questions to:

Central Midlands Council of Governments/Area Agency on Aging

Anna Harmon, AAA Director

236 Stoneridge Drive

Columbia, SC 29210

[aharmon@centralmidlands.org](mailto:aharmon@centralmidlands.org)

## 5.5 KEY EVENTS AND DATES

| Procurement 2024 - 2025 |  |                             |                      |
|-------------------------|--|-----------------------------|----------------------|
| Step                    | Description  | Date                        | Time (if applicable) |
| 1                       | Request for Proposal (RFP) Issued  | Wednesday, January 24, 2024 |                      |
| 2                       | Deadline for the Receipt of Letter of Intent to Propose  | Monday, February 5, 2024    |                      |
| 3                       | Deadline for Receipt of Initial Questions  | Monday, February 12, 2024   | @ 2:00 pm            |
| 4                       | Initial Questions Replies Sent   | Thursday, February 15, 2024 |                      |
| 5                       | Mandatory Offeror's Conference   | Friday, February 16, 2024   | @ 2:00 pm            |
| 6                       | Deadline for Receipt of Extended Questions   | Thursday, February 22, 2024 | @ 2:00 pm            |
| 7                       | Extended Questions Replies Sent  | Tuesday, February 27, 2024  |                      |
| 8                       | Deadline for Receipt of Proposal   | Monday, March 4, 2024       | @ 2:00 pm            |
| 9                       | Public Opening of Proposals  | Monday, March 4, 2024       | @ 2:15 pm            |
| 10                      | Preliminary Review for Responsiveness by Staff   | Thursday, March 7, 2024     |                      |
| 11                      | Notification of Non-Responsiveness   | Thursday, March 7, 2024     |                      |
| 12                      | Corrections for Final Review for Responsiveness  | Thursday, March 7, 2024     | @2:00 pm             |
| 13                      | Final Review for Responsiveness by Staff   | Friday, March 8, 2024       |                      |
| 14                      | Proposals Delivered to Review and Evaluation Committee   | Wednesday, March 13, 2024   |                      |
| 15                      | Review and Evaluation Committee will Rate and Develop Recommendations for Funding of Successful Proposals to Full RADAC and Central Midlands Council of Governments Board of Directors | Wednesday, March 27, 2024   | @ 10:00 am           |
| 16                      | Recommendation to Full RADAC   | Monday, April 1, 2024       |                      |
| 17                      | Recommendation to COG Board  | Thursday, April 25, 2024    |                      |
| 18                      | Written Notification to all Proposers  | Friday, May 3, 2024         |                      |
| 19                      | Contract Negotiations with apparent successful offer   | Friday, May 17, 2024        |                      |
| 20                      | Anticipated Contract Start   | Monday, July 1, 2024        |                      |

## 5.6 DELIVERY OF PROPOSALS

1. **How.** Proposals may be Mailed or Hand Delivered ONLY. No e-mailed or faxed proposals will be accepted.
2. **Where.** Central Midlands Council of Governments/ AAA  
Anna Harmon, AAA Director  
236 Stoneridge Drive  
Columbia, SC 29210
3. **When.** Proposals will be accepted by the Central Midlands Council of Governments/ Area Agency on Aging until **Monday, March 4, 2024 at 2:00 pm EST** as established by the Central Midlands Council of Governments.
4. There will be a public opening of all bids received in the Large Conference Room at the Central Midlands Council of Governments on **Monday, March 4, 2024 at 2:15 pm 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 such 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 Aging Services Staff on **March 7, 2024.**
3. Proposers will be notified regarding non-responsive proposals and the Offeror will be given until **Thursday, March 7, 2024, by 2:00 pm EST.** to make appropriate corrections. Notification will be sent via e-mail to the contact person listed on the Letter of Intent to bid.

## 5.8 NUMBER OF PROPOSALS TO BE SUBMITTED

Each Offeror must submit **SIX (6)** copies of their proposal in a sealed container. One copy of the proposal 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).

**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 (**CMCOGAAA/2024-Services**), Closing Date March 1, 2024 at 2:00 pm EST and Type of Service (i.e., Congregate Meals, Health Promotions, Home Delivered Meals, and/or Transportation). The following is an **EXAMPLE** of what the required outside markings must look like:



## EXAMPLE

123 Sesame St.  
New York City, New York 00000

RFP#: CMCOGAAA/2024-Services, March 1, 2024  
(Sesame) County (Congregate Meals and Transportation)

***IT IS IMPORTANT TO NOTE THAT THIS REQUIRED INFORMATION 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 SIX (6) 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. **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 to this RFP.

### 5.11 TAXPAYER IDENTIFICATION NUMBER (TIN)

**5.11.1** 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. If Offeror is not owned or controlled by a common parent, Offeror does not need to submit with a TIN.

**5.11.2** Definitions: "Common parent," as used in this provision, means the corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," 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.

**5.11.3** If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or if 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.

## **5.12 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.

**5.12.1** 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 (10<sup>th</sup>) calendar day following the action taken by the Central Midlands Council of Governments. Untimely protests will not be considered.

**5.12.2** 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 protests from organizations that 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 potentially 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, the protest 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, to limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or the cause of action.

**5.12.3** 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.

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

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.

**5.12.5** Upon receipt of the protest 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.

**5.12.6** 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 concerning 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.

**5.12.7** 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.

**5.12.8** 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.

**5.12.9** 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.

**5.12.10** 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 Midlands 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.

### **5.13 Notice of Intent to Award**

Once the evaluation committee has made a selection, the award will be posted on the CMCOG website. A letter will also be emailed to all organizations that submitted a proposal informing them of the success, or lack thereof, of their proposal to receive an award.

#### **5.14 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 workday 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.

## SECTION VI: CERTIFICATION AND ORGANIZATIONAL INFORMATION

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

Be sure that Proposal content **directly** answers the questions asked. Please **DO NOT** answer the questions in this RFP directly on this document. Responses in regard 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 of the requested information. The proposal should not include extraneous filler material. **DO NOT** include pictures, art, clip art, graphs, exhibits or brochures.

**6.1 PROPOSAL PACKAGE COVER LETTER**

|  |   |
|--|---|
| <b>HOME OFFICE ADDRESS:</b><br><br>_____<br>Company<br><br>_____<br>Contact<br><br>_____<br>Mailing Address<br><br>_____<br>Phone<br><br>_____<br>E-mail address | <b>NOTICE ADDRESS:</b><br><br>_____<br>Company<br><br>_____<br>Contact<br><br>_____<br>Mailing Address<br><br>_____<br>Phone<br><br>_____<br>E-mail address |
|--|---|

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

**6.2 CERTIFICATION**

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

In response to CMCOG/AAA Request for Proposal (RFP) #: CMCOGAAA 2024- Services – (Name) County, the following proposal is submitted.

Service(s): \_\_\_\_\_

\_\_\_\_\_  
(i.e., Homemaker, Personal Care, Group Dining, Evidence Based Health Promotion, Home Delivered Meals, Group Dining Transportation, Essential Transportation (shopping, medical, asst. medical)

The term of any Contract(s) resulting from this RFP shall be for the period beginning July 1, 2024, and continuing through June 30, 2025. 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 therefore on behalf of the entity submitting the proposal. This PROPOSAL is firm for a period of at least ninety (90) calendar days from the closing date for submission, which is March 4, 2024.

\_\_\_\_\_  
Signature of Signatory Official (in Blue Ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Signatory Officials

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

\_\_\_\_\_  
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 Appendix 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 Appendix 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 therefore 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





## 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   | Fairfield County | Lexington County | Newberry County | Richland County |
|---|------------------|------------------|-----------------|-----------------|
| Homemaker   |                  |                  |                 |                 |
| Personal Care   |                  |                  |                 |                 |
| Group Dining  |                  |                  |                 |                 |
| Evidence Based Health Promotion                             |                  |                  |                 |                 |
| Home Delivered Meals  |                  |                  |                 |                 |
| Group Dining Transportation                                 |                  |                  |                 |                 |
| Essential Transportation (Shopping, Medical, Asst. Medical) |                  |                  |                 |                 |

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

| Service   | Fairfield County | Lexington County | Newberry County | Richland County |
|---|------------------|------------------|-----------------|-----------------|
| Homemaker   |                  |                  |                 |                 |
| Personal Care   |                  |                  |                 |                 |
| Group Dining  |                  |                  |                 |                 |
| Evidence Based Health Promotion                             |                  |                  |                 |                 |
| Home Delivered Meals  |                  |                  |                 |                 |
| Group Dining Transportation                                 |                  |                  |                 |                 |
| Essential Transportation (Shopping, Medical, Asst. Medical) |                  |                  |                 |                 |

## 6.6 ORGANIZATIONAL SUMMARY

Summarize how your Offeror's history, capability and philosophies make you the best contractor for the services you are proposing to provide.

## **6.7 ORGANIZATIONAL CAPACITY**

- Description of your legal structure (i.e.: not for profit, county department), ownership, and affiliations (including proof of accreditation, if applicable).
- Planned or actual organizational structure including organizational chart that shows service components and employees (by name and title, if applicable), clinical staff, and any consultants. Provide a list of current Board of Directors and identify officers, if applicable.
- 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.
- Resumes of key personnel, qualifications of Executive Director.
- Provide evidence that your actual or proposed business structure is organized in such a way that there is a reasonable expectation that service components will be well administered.
- Submit written procedures concerning the collection, handling, counting, and depositing of grant related income and/or cost share funds.
- Explain how your organization has used an automated bill information system similar to SCDOA database mandated by the SUA for the purpose of reporting units of service.
- Provide the firm name, contact person, address, and daytime telephone number of your accounting or auditing firm, if applicable.
- Explanation/description of your Emergency/Disaster Plan to ensure the continuation of services when an emergency arises, including but not limited to, staff shortages, financial hardship, and inclement weather.
- Provide at least three (3) 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.

## **6.8 FINANCIAL MANAGEMENT AND STRENGTH**

- The funding provided for services awarded through this RFP represents a subsidy for services. Describe the additional resources that will be used to expand the programs offered. How much will the additional resources lower the unit cost and/or increase the number of proposed units for this Offer? If you receive additional funding from other funding sources that will be used to expand services proposed, please provide award

letters from the funding source(s). Provide ONE copy of the most recent audit report. If your organization is not audited, provide a financial statement.

- Provide ONE copy of the most recent financial statement; if an independent audit has not been documented or is not available, provide other documentation of financial strength or support that supports or ensures your ability to perform the services being procured.
- Central Midlands Council of Governments reserves the right to request additional financial information if deemed necessary to demonstrated the Offeror’s ability to perform the service being procured.
- 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.
- Has the Offeror filed for bankruptcy or restructuring under the US bankruptcy code within the last 7 years? If yes, when, and where?
- 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 how funds will be safeguarded when received.

**6.9 QUALITY MANAGEMENT**

- How will you take actions to remedy problems or concerns of service delivery? (i.e., un-served meals, waiting lists, low attendance, and lack of participation in programs).
- How will you utilize data and quality information to engage in continuous improvement efforts? (reports available from SCDOA database, 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 ensure quality of service meets the requirements of the Scope of Work as outlined in this RFP? (homemaker, personal care, evidence based health promotion, home delivered meals, group dining transportation, and essential transportation).

**6.10 EVALUATION**

| Tab # | Item                              | Maximum Score |
|-------|-----------------------------------|---------------|
| 6.6   | Organizational 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 the services that are eligible through this Request for Proposal. The AAA will be funding each of these services in the Central Midlands four-county region. Services will not be bundled.

Be sure that the Proposal content **directly** answers the questions asked. The proposal should not include extraneous filler material. **DO NOT** include pictures, art, clip art, graphs, exhibits or brochures. Proposals shall be submitted in word format, twelve (12) point font and should answer the questions asked. Please do not restate the questions contained in the RFP.

The services for which the AAA is soliciting for proposal are:

- Homemaker
- Personal Care
- Group Dining Services (GDS);
- Evidence Based Disease Prevention and Health Promotion (DP/HP);
- Home Delivered Meal Services (HDM)
- Group Dining Transportation (TRN)
- Medical, Assisted Medical, Essential Shopping Transportation

### 7.1 General Requirements for Service

1. The contractor shall accurately input required client data into the SCDOA database system, or any other required SCDOA 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 will not reimburse for any units deemed not earned.
2. The contractor shall use the State approved database system, even if there is an equipment or user fee to use such approved system.
3. The contractor 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 contracts.
4. 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.
5. The AAA requires all contractors to input client data into the SCDOA database 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.
6. The contractor shall provide daily documentation of services delivered. All participants of service must be assessed annually by the AAA.
7. 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. The AAA determines eligibility and notifies the contractor who to serve.
8. 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).

9. Meet all reporting requirements of the AAA.
10. Written procedures for termination of services as approved by the AAA.
11. Maintain and make available Incident Reports and Registered Complaints and follow-up.
12. Collect and protect contributions donated by participants and by private pay participants. Record the amount collected each day, track, deposit to the contractor bank account, and report participant donations in SCDOA database.
13. 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, e-mail capability, and must acquire access to the SCDOA data base system.

## **7.2 Homemaker Services**

### **Purpose**

The purpose of the Homemaker 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 the 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 may be eligible for this service.

1. Homemaker 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)**

Homemaker Services are the most basic level of in-home services provided and deals primarily with taking care of the recipient's living environment. Activities of Homemaker services may include assistance such as preparing meals, shopping for personal and household items, using the telephone, and doing light housework.

### **Documentation**

The contractor/service provider shall maintain the following documentation and provide to the AAA and DOA 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 (1) hour of direct Homemaker Service provided in the client's residence or neighborhood.

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

### **7.3 HM Staffing**

- a. Indicated all staff necessary to provide Homemaker Services in compliance with 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.
- b. Describe how your agency will provide adequate program oversight.

### **7.4 HM Experience/Past Performance**

- a. If you are currently a provider of Homemaker Services, please provide a short narrative overview of programming including geographic locations, number of participants and measurable outcomes.

### **7.5 HM Service Delivery Plan**

- a. Please tell which 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?
- b. How will your organization obtain client feedback?
- c. 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.
- d. Describe how the service will be provided with increased flexibility and consumer direction.

### **7.6 HM Community Involvement – Expansion of Services**

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

### **7.7 HM Service Evaluation Criteria**

| <b>Tab #</b> | <b>Item</b>                    | <b>Maximum Score</b> |
|--------------|--------------------------------|----------------------|
| 7.3          | HM Staffing                    | 10 points            |
| 7.4          | HM Experience/Past Performance | 20 points            |
| 7.5          | HM Service Delivery Plan       | 30 points            |

|     |   |           |
|-----|---|-----------|
| 7.6 | HM Community Involvement/Expansion of Service | 20 points |
| 8.2 | Unit Rate Calculations                        | 20 points |
|     | Total Points                                  | 100       |

## 7.8 Personal Care Services

### Purpose

The purpose of the Personal Care 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 the 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 may be eligible for this service.

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

### Service Activities (Personal Care)

Personal Care – Personal assistance, stand by assistance, supervision or cues (such as with eating, bathing, toileting, transferring in/out of bed or chair, walking, dressing, grooming, and verbal reminders/observation of self-administration of daily medication).

### Documentation

The contractor/service provider shall maintain the following documentation and provide to the AAA and DOA 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 (1) hour of direct Personal Care provided in the client's residence or neighborhood.



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

### **7.9 Personal Care Staffing**

- a. Indicated all staff necessary to provide Home Living 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.
- b. Describe how your agency will provide adequate program oversight.
- c. Meet DHEC Licensing Regulation 61-122 Standards for Licensing In-Home Care Providers.

### **7.10 Personal Care Experience/Past Performance**

- a. If you are currently a provider of Home Living Support, please provide a short narrative overview of programming including geographic locations, number of participants and measurable outcomes.

### **7.11 Personal Care Service Delivery Plan**

- a. Please tell which 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?
- b. How will your organization obtain client feedback?
- c. 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.
- d. Describe how the service will be provided with increased flexibility and consumer direction.

### **7.12 Personal Care Community Involvement**

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

### **7.13 Personal Care (PC) Service Evaluation Criteria**

| <b>Tab #</b> | <b>Item</b>                                   | <b>Maximum Score</b> |
|--------------|---|----------------------|
| 7.9          | PC Staffing                                   | 10 points            |
| 7.10         | PC Experience/Past Performance                | 20 points            |
| 7.11         | PC Service Delivery Plan                      | 30 points            |
| 7.12         | PC Community Involvement/Expansion of Service | 20 points            |
| 8.2          | Unit Rate Calculation                         | 20 points            |
|              | <b>Total Points</b>                           | <b>100</b>           |

### **7.14 Group Dining (GD) Scope of Work**

The AAA shall ensure that nutrition services contracted with OAA and State funds etc., as well as any other meals reported as eligible for additional federal support, comply with these requirements and standards.

### **Purpose**

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

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

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

### **Eligibility and Determination of Need**

The contractor shall ensure that group dining services are provided to eligible individuals using uniform criteria specified by the AAA and is approved by the Department on Aging (SCDOA). Preference for service shall be given to those determined through the OAA to be at high nutrition risk and those in greatest economic and social need. High nutrition risk means having a score of six (6) or more on the *DETERMINE Your Nutritional Health Checklist* screening tool developed by the Nutrition Screening Initiative which is part of the assessment.

Those eligible for participation in group dining programs include (**based on OAA 339(2)(H)**):

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

5. a person who volunteers at the group dining center during meal hours (in order to receive a free meal, all volunteer work duties and service hours must be documented and recorded by the provider/contractor).

### **Nutrition Service Operations, Activities, and Group Outings**

The primary purpose of operating a group dining center is to provide a meal and activities that promote socialization. The group dining site shall provide activities that include the following areas: recreational, informational, social, health, educational, nutritional, cultural, artistic, and musical activities each month. Group dining sites must operate at least four (4) hours per day.

If funding sources other than those allocated by the SCDOA are used, the provider/contractor should collect the client's demographical data via the assessment form in the SCDOA System, for use by the SCDOA and the AAAs/ADRCs for planning purposes. The appropriate nutrition classification shall be tracked and specified as one of the following: hot, cold, shelf, or frozen.

### **Documentation**

The Contractor shall comply with the following documentation requirements:

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

### **Unit of Service**

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

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

#### **7.15 Group Dining Services Staffing**

1. Indicate all staff necessary to provide Group Dining Services 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 oversight of program operations at any outlying facilities.

#### **7.16 Group Dining Services Experience/Past Performance**

1. If you are currently a provider of Group Dining Services, please provide a short narrative overview of programming including geographic locations, number of participants and measurable outcomes.

#### **7.17 Group Dining Services Service Delivery Plan**

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

#### **7.18 Group Dining Services 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 may need.

#### **7.19 Group Dining Services Program Requirements**

1. The Offeror is required to track client participation in the meal program by using a sign-in sheet (see example in Appendix C) or other AAA approved system.
2. The Offeror shall maintain an Individual Service Recipient File for each service recipient for the current fiscal year plus the three previous fiscal years. The Service Recipient file shall include but is not limited to the following: appropriate approval form; service recipient service plan; and any additional documentation required in the Scope of Work.
3. The Offeror is required to have internet access for email communication between the meal provider, the AAA and the CoA.7.8 Group Dining Service Criteria

| Tab # | Item  | Maximum Score |
|-------|---|---------------|
| 7.15  | Group Dining Services Staffing                                    | 10 points     |
| 7.16  | Group Dining Services Experience/Past Performance                 | 20 points     |
| 7.17  | Group Dining Services Service Delivery Plan                       | 30 points     |
| 7.18  | Group Dining Services Community Involvement-Expansion of Services | 20 points     |
| 8.2   | Unit Rate Calculation   | 20 points     |
|       | Total Points  | 100           |

## 7.20 Evidence Based Disease Prevention/Health Promotion (DP/HP) Scope of Work

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

Services purchased under this RFP shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging’s Aging Network Policies and Procedures Manual.

### Purpose

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

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

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

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

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

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

### **Eligible Participants**

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

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

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

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

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

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

- Chronic Disease Self-Management Program
- Chronic Pain Self-Management Program
- Bingocize
- Arthritis Foundation Exercise Program
- Geri-fit

### **Coordination with other Community Programs**

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

### **Documentation**

The providers/contractors shall include all Disease Prevention and Health Promotion Services activities on their monthly calendars.

### **Sustainability**

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

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

**7.21 HP Staffing**

1. Indicate all staff necessary to provide Health Promotion 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 oversight of program operations at outlying facilities at least quarterly.

**7.22 HP Experience/Past Performance**

1. If you are currently a provider of Health Promotions, please provide a short narrative overview of programming including geographic locations, number of participants and measurable outcomes

**7.23 HP Service Delivery Plan**

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

**7.24 HP 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 to any services they may need.

**7.25 Health Promotions Evaluation Criteria**

| <b>Tab #</b> | <b>Item</b>                                    | <b>Maximum Score</b> |
|--------------|--|----------------------|
| 7.21         | HP Staffing                                    | 10 points            |
| 7.22         | HP Experience/Past Performance                 | 20 points            |
| 7.23         | HP Service Delivery Plan                       | 30 points            |
| 7.24         | HP Community Involvement-Expansion of Services | 20 points            |
| 8.2          | Unit Rate Calculation                          | 20 points            |
|              | <b>Total Points</b>                            | <b>100</b>           |

**7.26 Home Delivered Meals (HDM) Scope of Work**

The AAA/ADRC shall ensure that nutrition services contracted with the OAA and State funds, as well as any other meals reported as eligible for additional federal support, comply with these requirements and standards.

### **Purpose**

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

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

All meals served using OAA or state funding must meet the nutrient requirements and values of the federal Dietary Reference Intakes (DRI) and the Dietary Guidelines for Americans (DGAs). Additional details and requirements that must be met for meals served using OAA or state funding can be found in the South Carolina Aging Network's Policy and Procedures Manual, located on the South Carolina Department on Aging's website: <https://aging.sc.gov/about/staff-and-partners>.

### **Eligibility and Determination of Need**

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

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

- (a) Individuals age 60 or older and homebound or at risk of being homebound due to an illness; or an incapacitating disability; or otherwise isolated;
- (b) Spouses of eligible service recipients, regardless of age; and
- (c) Disabled dependents of any age residing with a homebound older recipient if serving that dependent is in the best interest of the older person.

The participant must have a high nutrition risk which means having a score of six (6) or more on the *DETERMINE Your Nutritional Health Checklist* screening tool developed by the Nutrition Screening Initiative. Written policies and procedures are followed for determining priority for this service. Criteria shall target individuals with the greatest need who are (a) at high nutritional risk, (as previously mentioned); (b) unable to prepare meals without assistance; (c) unable to shop for food without assistance; (d) unable to eat without assistance; and/or (e) lacking adequate support from relatives or other caregivers.

**NOTE:** Any individual determined to qualify for home delivered meals, if unable to self-feed, must have a person in the household to assist with feeding.

### **Service Eligibility**



Based on the individual's meal service plan, the contractor may prepare or purchase and deliver meals that are satisfying to service recipients, and which are in compliance with the minimum bid specifications and which meet nutrition and food safety requirements. When serving hot daily prepared meals, only one (1) meal per day per client may be delivered. When serving frozen or shelf stable meals on a regular basis, or in emergency situations, more than one meal may be left for a participant, provided that proper storage and cooking equipment are available in the home, and the participant is able to prepare the meal(s) independently or with available assistance.

Home delivered meals must be delivered through established and updated meal delivery routes to ensure that meals are delivered within time frames required to preserve food safety and palatability.

The contractor must provide referral to other agencies/organizations when a service recipient's nutritional needs cannot be met by the contractor.

### **Documentation**

The contractor shall comply with the following documentation requirements:

1. Certify that all drivers (paid or volunteer) have delivered their assigned meals each day. In order to accurately record and verify that data, each meal driver will sign a copy of the home-delivered meal route before leaving the site to make deliveries. The document will be certified by appropriate site staff's signature each day. These records will be maintained and made available to the AAA or SCDOA upon request.
2. If HDMs are not delivered (due to client not being present to accept the HDM), the driver must follow policies set forth by the AAA and document the meal(s) as undelivered and cite the reason. This supporting documentation must be maintained and made available to the AAA or SCDOA upon request.
3. Keep on file at the contractor's office, the monthly Nutrition Education material that is provided to home delivered meal recipients.
4. Provide the following service documentation daily:
  - (a) meals delivered to each service recipient;
  - (b) number of meals ordered, received, and served;
  - (c) hot and cold food temperatures;
  - (d) action on any shortages or temperature discrepancies; and
  - (e) comments on recipient satisfaction with the meals served.
5. Keep on file incident/accident reports and substantive complaints with follow-up, as well as termination notices, when applicable.
6. There shall be uniform recipes used for all food production facilities. And all meals delivered must have calculated nutrient content on file with the contractor showing that menus comply with nutrition requirements specified by the OAA.
7. The contractor shall maintain a prioritized waiting list for HDM services and provide to those individuals information on the availability of other meal and food resources.

### **Unit of Service**

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

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

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

**7.27 HDM Staffing**

1. Indicate all staff necessary to provide Home Delivered Meals 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 oversight of program operations, especially volunteers.

**7.28 HDM Experience/Past Performance**

1. If you are currently a provider of Home Delivered Meals, please provide a short narrative overview of programming including geographic locations, number of participants and measurable outcomes.

**7.29 HDM Service Delivery Plan**

1. Describe how your agency will manage a needs-based waiting list over a first come first serve waiting list.
2. From where will the meals be shipped?

**7.30 HDM 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 may need.

**7.31 HDM Service Evaluation Criteria**

| <b>Tab #</b> | <b>Item</b>                                    | <b>Maximum Score</b> |
|--------------|--|----------------------|
| 7.27         | HDM Staffing                                   | 10 points            |
| 7.28         | HDM Experience/Past Performance                | 20 points            |
| 7.29         | HDM Service Delivery Plan                      | 30 points            |
| 7.30         | HDM Community Involvement/Expansion of Service | 20 points            |
| 8.2          | Unit Rate Calculation                          | 20 points            |
|              | <b>Total Points</b>                            | <b>100</b>           |

**7.32 Group Dining Transportation Scope of Work**

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

### **Purpose**

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

1. Participate in social service programs in the community;
2. Reduce social isolation;
3. Maintain health and independence; and
4. Prevent premature institutionalization.

### **Eligibility**

1. Individuals 60 years of age or above
2. Private pay riders of any age;
3. Passengers referred from coordinating transportation services; and
4. Others that may be included in the RFP for transportation.

The contractor assures that transportation services are provided to eligible participants who are unable to drive, do not have access to a vehicle, or have no access to affordable public transportation and must be transported to destinations and services necessary for independent living and quality of life.

### **Eligible Types of Transportation**

1. To and from a group dining site
2. Group transportation (more than 3 riders going to one destination from a single point of origin to a single drop off point)
3. Social Group Trips – limited to 2 in-state annually.

### **Documentation**

The contractor shall comply with the following documentation requirements:

1. Provide the following service documentation: (a) daily rider logs for each vehicle; (b) miles ridden by each passenger; trip starting point and destination; and (c) names of companion riders.

### **Unit of Service**

A unit of service is a passenger mile (One mile ridden by one passenger). It is also the unit of service for riders providing assisted transportation.

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.

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

1. Fixed route;
2. Demand response;
3. Passenger assistance services;
4. Door-to-Door;

5. Curb-to-curb;
6. Door through door; and
7. Assisted transportation.

**7.33 TRN Staffing**

1. Indicated all staff necessary to provide Transportation 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 oversight of program operations

**7.34 TRN Experience/Past Performance**

1. If you are currently a provider of Transportation, please provide a short narrative overview of programming including geographic regions, number of participants and measurable outcomes

**7.35 TRN Service Delivery Plan**

1. Please specify which county(s) will be eligible for service.
2. If your agency does not offer weekend and/or night services, how will you provide them if the service recipient request weekend and/or night services?
3. Describe the type(s) of transportation your organization will provide to meet the huge need for transportation in the Central Midlands Region. Include any enhancements, expansions, or additional resources to be offered to the program.

**7.36 TRN 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 of service to ensure that service recipients are linked to all services they may need.

**7.37 TRN Service Evaluation Criteria**

| Tab # | Item  | Maximum Score |
|-------|---|---------------|
| 7.33  | TRN Staffing                                    | 10 points     |
| 7.34  | TRN Experience/Past Performance                 | 20 points     |
| 7.35  | TRN Service Delivery Plan                       | 30 points     |
| 7.36  | TRN Community Involvement/Expansion of Services | 20 points     |
| 8.2   | Unit Rate Calculation                           | 20 points     |
|       | Total Points                                    | 100           |

**7.38 Transportation (TRN) Essential (Medical, Asst. Medical, Essential) Scope of Work**

Transportation Services purchased under this RFP shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging. Essential Transportation includes Medical Transportation and, if budgeting allows, Essential Shopping Trips may be offered.

**Purpose**

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

1. Obtain proper medical care;
2. Maintain health and independence; and
3. Provide a means to obtain personal necessity items if funding is available for Essential Shopping

**Eligibility**

1. Individuals 60 years of age or above
2. Private pay riders of any age;
3. Passengers referred from coordinating transportation services; and
4. Others that may be included in the RFP for transportation.

The contractor assures that transportation services are provided to eligible participants who are unable to drive, do not have access to a vehicle, or have no access to affordable public transportation and must be transported to destinations and services necessary for independent living and quality of life.

**Eligible Types of Transportation**

1. To and from a medical facility
2. To and from shopping venue
3. Group transportation (more than 3 riders going to one destination from a single point of origin to a single drop off point)

**Documentation**

The contractor shall comply with the following documentation requirements:

1. Provide the following service documentation: (a) daily rider logs for each vehicle; (b) miles ridden by each passenger; trip starting point and destination; and (c) names of companion riders.

**Unit of Service**

A unit of service is a passenger mile (One mile ridden by one passenger). It is also the unit of service for riders providing assisted transportation.

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.

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

1. Fixed route;
2. Demand response;
3. Passenger assistance services;
4. Door-to-Door;
5. Curb-to-curb;
6. Door through door; and

7. Assisted transportation.

**7.39 TRN Essential Staffing**

1. Indicated all staff necessary to provide Transportation 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 oversight of program operations.

**7.40 TRN Essential Experience/Past Performance**

1. If you are currently a provider of Transportation, please provide a short narrative overview of programming including geographic regions, number of participants and measurable outcomes.

**7.41 TRN Essential Service Delivery Plan**

1. Please specify which county(s) will be eligible for service.
2. If your agency does not offer weekend and/or night services, how will you provide them if the service recipient request weekend and/or night services?
3. Describe the type(s) of transportation your organization will provide to meet the huge need for transportation in the Central Midlands Region. Include any enhancements, expansions, or additional resources to be offered to the program.

**7.42 TRN Essential 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 of service to ensure that service recipients are linked to all services they may need.

**7.43 TRN Essential Service Evaluation Criteria**

| Tab # | Item  | Maximum Score |
|-------|---|---------------|
| 7.39  | TRN Essential Staffing                                    | 10 points     |
| 7.40  | TRN Essential Experience/Past Performance                 | 20 points     |
| 7.41  | TRN Essential Service Delivery Plan                       | 30 points     |
| 7.42  | TRN Essential Community Involvement/Expansion of Services | 20 points     |
| 8.2   | Unit Rate Calculation                                     | 20 points     |
|       | Total Points  | 100           |

## SECTION VIII: BUDGET INFORMATION

### 8.1 Budget and Unit Cost Calculations/Price Proposal (Spreadsheet)

1. The budget spreadsheet is available in an excel format on the Central Midlands Council of Governments website ([www.centralmidlands.org](http://www.centralmidlands.org)).
2. Please be sure to follow the directions for the budget spreadsheets.
- 8 All applicable expenses should be entered for each service and the calculated Unit Cost must justify your offered price(s).
- 9 Each spreadsheet captures all cost information for one county, regardless of the number of services being proposed.
- 10 If you are proposing services in **more than one county**, you must complete a spreadsheet for each county.

### 8.2 Instructions for Unit Rate Calculations

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**. 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, (Third Party In-Kind Match), please list total amount of other resources used to provide for those services in the applicable column. Provide details in the In-Kind Match “Detail” tab.
8. For Group Dining Services, please use the “DETAIL” tab and list, **by site** the information requested.

### 8.3 Cost Share

For each service proposed, you must submit your organization’s written policies/procedures for cost sharing of that service.

### 8.4 Raw Food Cost

All Offerors responding to this RFP are permitted to identify their own sources for raw food to be obtained to support group dining and home delivered meals. The successful contractor may negotiate prices with those sources and these associated costs will be conveyed to the contractor for incorporation into approved unit rates for meals. The successful contractor will make payment to these sources from the proceeds of their contract. All purchased food must meet SCDOA standards.

### 8.5 Match

Funding under this RFP has the potential to require a 10% match as mandated by Administration for Community Living. The possibility of requiring such a match will be reviewed on an annual basis.



# APPENDIX A

## TERMS AND CONDITIONS

### 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 of this contract. The Respondent shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served, and the regulations issued pursuant there to (45 CFR, Part 80). The Respondent shall comply with Title VII of the Civil Rights Act of 1964 \*42 USC 2000e) 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.

**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, 2024 through June 30, 2025.

**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<br>\$250,000 property damage each occurrence                           |
| Automotive Liability               | \$250,000 each person<br>\$1,000,000 each occurrence<br>\$250,000 property damage; each occurrence |

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

**Debarments/Suspension**

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

indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Respondent has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, State, or local) entity.

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Respondent knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the 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.

**Force Majeure** The contractor shall not be liable for any excess costs if the failure to fulfil the contract arises out of causes beyond 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 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. Requested increases should be adjusted in accordance with changes in the Series for Food Away From Home, of the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the Department of Labor, based on the 12-month period ending on July 1 of the preceding year. In the event of a major change in the quantity of meals, the Central Midlands Council of Governments reserves the right to negotiate the price based on market conditions. The contract will automatically renew at the existing price unless the respondent notifies the 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.

**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.

**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, trademark 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.

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

# APPENDIX B

## CHECK LIST FOR PROCUREMENT PROPOSAL SUBMISSION

### 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.

#### 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 Organizational Summary
- 6.7 Organizational Capacity
  - Organizational Chart
  - List of Board of Directors, identify officers
  - Resumes of key personnel
  - Written procedures for Grant Related Income/Cost Share funds
  - 3-6 business references
  - 3 letter of support
- 6.8 Financial Management and Strength
  - Award letter(s) for additional funding sources
  - Most recent audit/financial statement
- 6.9 Quality Management
- 6.10 Evaluation

#### II. Information to Submit Service Specific Requirements

**(This section should be completed only for the services for which you are submitting a proposal)**

##### Homemaker Services

- 7.3 Homemaker Staffing
- 7.4 Homemaker Experience/Past Performance
- 7.5 Homemaker Service Delivery Plan
- 7.6 Homemaker Community Involvement/Expansion of Services

**Personal Care Services**

- 7.9 Personal Care Staffing
- 7.10 Personal Care Experience/Past Performance
- 7.11 Personal Care Service Delivery Plan
- 7.12 Personal Care Community Involvement/Expansion of Services

**Group Dining Services (GDS)**

- 7.15 GDS Staffing
- 7.16 GDS Experience/Past Performance
- 7.17 GDS Service Delivery Plan
- 7.18 GDS Community Involvement/Expansion of Services

**Evidence Based Health Promotion (HP)**

- 7.21 HP Staffing
- 7.22 HP Experience/Past Performance
- 7.23 HP Service Delivery Plan
- 7.24 HP Community Involvement Expansion of Services

**Home Delivered Meals (HDM)**

- 7.27 HDM Staffing
- 7.28 HDM Experience/Past Performance
- 7.29 HDM Service Delivery Plan
- 7.30 HDM Community Involvement Expansion of Services

**Transportation (TRN)**

- 7.33 TRN Staffing
- 7.34 TRN Experience/Past Performance
- 7.35 TRN Service Delivery Plan
- 7.36 TRN Community Involvement Expansion of Services

**Essential Transportation (Medical, Asst. Medical, Essential)**

- 7.39 TRN Essential Staffing
- 7.40 TRN Essential
- 7.41 TRN Essential Service Delivery Plan
- 7.42 TRN Essential Community Involvement Expansion of Services

**III. Budget Information**

- 8.1 Budget and Unit Cost Calculation Spreadsheet
- 8.2 Instructions for Unit Rate Calculations
- 8.3 Cost Share

|                                |  |  |
|--------------------------------|--|--|
| Name of Agency                 |  |  |
| Authorized Signatory Authority |  |  |
| Date                           |  |  |

# APPENDIX C

## CENTRAL MIDLANDS HOLIDAY SCHEDULE 2024-2025

### CENTRAL MIDLANDS HOLIDAY SCHEDULE 2024-2025

**SUBJECT: Site Holiday Schedule July 1, 2024 - June 30, 2025**

The following is the congregate/home-delivered meals holiday schedule for FY 24-25. On these days, no meals will be delivered.

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| <b>Thursday, July 4th, 2024</b>     | <b>Independence Day</b>           |
| <b>Monday, September 2, 2024</b>    | <b>Labor Day</b>                  |
| <b>Monday, November 11, 2024</b>    | <b>Veteran's Day</b>              |
| <b>Thursday, November 28, 2024</b>  | <b>Thanksgiving Day</b>           |
| <b>Friday, November 29, 2024</b>    | <b>Day after Thanksgiving</b>     |
| <b>Tuesday, December 24, 2024</b>   | <b>Christmas Eve</b>              |
| <b>Wednesday, December 25, 2024</b> | <b>Christmas</b>                  |
| <b>Thursday, December 26, 2024</b>  | <b>Day after Christmas</b>        |
| <b>Wednesday, January 1, 2025</b>   | <b>New Year's Day</b>             |
| <b>Monday, January 20, 2025</b>     | <b>Martin Luther King Jr. Day</b> |
| <b>Monday, February 27, 2025</b>    | <b>Presidents' Day</b>            |
| <b>Friday, April 18, 2025</b>       | <b>Good Friday</b>                |
| <b>Monday, April 21, 2025</b>       | <b>Easter Monday (OPTIONAL)*</b>  |
| <b>Monday, May 26, 2025</b>         | <b>Memorial Day</b>               |
| <b>Thursday, June 19, 2025</b>      | <b>Juneteenth</b>                 |

The following is a list of the number of serving days for each month for fiscal year. July 1, 2024 - June 30, 2025. The total number of serving days is 245

|           |    |          |    |
|-----------|----|----------|----|
| July      | 22 | January  | 21 |
| August    | 22 | February | 19 |
| September | 20 | March    | 21 |
| October   | 23 | April    | 20 |
| November  | 18 | May      | 21 |
| December  | 18 | June     | 20 |

Please post this holiday schedule at each congregate meal site and senior center.

\*Please check with your site manager to see if your site will be serving on this day.



SAMPLE

**SIGN IN FORM**

**Provider:** \_\_\_\_\_  
**Site:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Program:** \_\_\_\_\_  
**Sheet No:** \_\_\_\_\_

Please put a mark in the checkbox if participant will be attending tomorrow.

**Printed Name:**

**Signature:**

|       |       |                          |
|-------|-------|--------------------------|
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> |

Under the Penalties for perjury under State Law, I certify that this report is accurate and complete to the best of my knowledge and belief.

**Recorder:** \_\_\_\_\_  
**Total**  
**Meals:** \_\_\_\_\_

**Site Manager:** \_\_\_\_\_



|    |                               |             |             |             |             |             |  |             |             |             |             |
|----|-------------------------------|-------------|-------------|-------------|-------------|-------------|--|-------------|-------------|-------------|-------------|
| 24 |                               |             |             |             |             |             |  |             |             |             |             |
| 25 |                               |             |             |             |             |             |  |             |             |             |             |
| 26 |                               |             |             |             |             |             |  |             |             |             |             |
| 27 |                               |             |             |             |             |             |  |             |             |             |             |
| 28 |                               |             |             |             |             |             |  |             |             |             |             |
| 29 |                               |             |             |             |             |             |  |             |             |             |             |
| 30 |                               |             | 0.00        | 0.00        | 0.00        | 0.00        |  | 0.00        | 0.00        | 0.00        | 0.00        |
| 31 | Other Contractual             | 0.00        |             |             |             |             |  |             |             |             |             |
| 32 | Profit                        | 0.00        |             |             |             |             |  |             |             |             |             |
| 33 | <b>TOTAL OPERATING BUDGET</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |  | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |

|    |  |                                     |         |         |         |         |  |         |         |         |  |
|----|--|-------------------------------------|---------|---------|---------|---------|--|---------|---------|---------|--|
| 34 |  | <b>Fringe Rate as % Of Salaries</b> | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |  | #DIV/0! | #DIV/0! | #DIV/0! |  |
| 35 |  | <b>Projected Total # of Units</b>   |         |         |         |         |  |         |         |         |  |
| 36 |  | <b>Actual Unit Cost</b>             | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |  | #DIV/0! | #DIV/0! | #DIV/0! |  |

**Matching Requirements**

|    |  |             |             |             |             |             |  |             |             |             |             |
|----|--|-------------|-------------|-------------|-------------|-------------|--|-------------|-------------|-------------|-------------|
| 37 | <b>Minimum Required Match (10 %) is:</b>       | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |  | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |
| 38 | Total Cash Match (provide detail)              | 0.00        |             |             |             |             |  |             |             |             |             |
| 39 | Total In-Kind Cash Equivalent (provide detail) | 0.00        |             |             |             |             |  |             |             |             |             |
| 40 | Subtotal - Available Match                     | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |  | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |
| 41 | <b>Minimum Match Requirement Met?</b>          | <b>NO</b>   | <b>NO</b>   | <b>NO</b>   | <b>NO</b>   | <b>NO</b>   |  | <b>NO</b>   | <b>NO</b>   | <b>NO</b>   | <b>NO</b>   |

**Net Unit Cost (Actual - Applied Match)**

|         |         |         |         |  |         |         |         |         |         |
|---------|---------|---------|---------|--|---------|---------|---------|---------|---------|
| #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |  | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
|---------|---------|---------|---------|--|---------|---------|---------|---------|---------|