

Serving Beaufort, Colleton, Hampton and Jasper Counties

Lowcountry Area Agency on Aging Request for Proposal

Purchase of Older American Act Meals FY 2018



INSTRUCTIONS TO OFFERORS

The only official distribution source for this Request for Proposals ("RFP") is through the Lowcountry Area Agency on Aging. If you have obtained this RFP from a different source, you are encouraged to contact the Lowcountry Area Agency on Aging to receive an official copy. You may not receive addenda or important information regarding this RFP if you are not registered with the Lowcountry Council of Governments (LCOG) as having obtained a copy of this RFP.

By submitting a proposal, you are asking the Lowcountry Council of Governments to accept your offer for services and/or the sale of goods. It is important that you read and understand all terms and conditions contained herein, as well as understand the laws that govern Older American Act and SC State Funded Services.

Offeror(s) awarded a contract agree to execute the contract in the same form as the template referred to in this RFP, in the timeframe noted. Any supplemental agreement(s) (e.g. licensing or maintenance agreements) requested by an Offeror must be included in the proposal and are subject to the discretionary approval of the Lowcountry Council of Governments. Failure to reach agreement on contract terms and conditions may result in rejection of a proposal, rescission of an award and/or retention of bid security by the Lowcountry Council of Governments.

The Lowcountry Council of Governments shall have no responsibility or liability for any of Offeror's costs related to preparation of proposals, attendance at the Provider Orientation, etc.; all such costs are solely at Offeror's risk and expense.

If you do not agree with the terms and conditions contained in this RFP you should not submit a proposal.

REQUEST FOR PROPOSAL (RFP)

REQUEST FOR PROPOSAL #: LCOG/AAA 2018 CATERER

ISSUE DATE: **April 18, 2018**

PROPOSAL SUBMITTAL DEADLINE : **May 21, 2018 by 12 pm EST**

NOTICE OF AWARD: **June 1, 2018**

PURPOSE: For the purchase of Older Americans Act Meal Services under Title III of the Older Americans Act of 1965, as amended and State funded Programs of the South Carolina State Unit on Aging for the Lowcountry PSA four county area: Beaufort, Colleton, Hampton and Jasper Counties of South Carolina.

MEAL SERVICES TO BE PROCURED

Regular Daily Prepared	Deli	Regular Frozen
Shelf Stable	Picnic	Therapeutic Frozen
Therapeutic Daily Prepared	Regular Breakfast	Regular Frozen Breakfast

MUST BE SIGNED TO BE VALID

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

AUTHORIZED SIGNATURE	PRINTED NAME	DATE	
COMPANY			
MAILING ADDRESS			
CITY	STATE	ZIPCODE	PHONE

SUBMISSION OF QUESTIONS

All questions or requests for information must be submitted as indicated below. Forward all questions or request for additional information to Jordan Newman, Area Agency on Aging Director, Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945. The envelope must be marked "RFP Questions". You may also email questions to jnewman@lowcountrycog.org. Questions must be submitted in writing and received by 5.p.m. on Thursday May 3, 2018. After this date, no further questions will be addressed. Responses to questions not already covered in this Request for Proposal will be posted to the Lowcountry COG website at www.lowcountrycog.org.

Return this signed form with the proposal package. Respondents must include the original page signed in [blue ink](#) by person duly authorized to legally bind the person, partnership, company or corporation submitting the Proposal and must contain a statement that the proposal is firm for a period of one hundred and twenty (120) days from the closing date for submission of proposals. Proposals must be submitted in a sealed opaque envelope/ container showing the above proposal name, opening date and opening time.

GENERAL INFORMATION

The Lowcountry Council of Governments (LCOG) seeks proposals from firms qualified to provide Older Americans Act meal services in a four county region. This region includes Beaufort, Colleton, Hampton and Jasper Counties, all in South Carolina.

Lowcountry Council of Governments is a political subdivision of the State of South Carolina which was formed to provide planning and development services for its member counties of Beaufort, Colleton, Hampton and Jasper.

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in **blue ink** by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. Respondents are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. One clearly identified original and five (5) copies of your proposal is required.
5. Proposals will be received by the Lowcountry Council of Governments (LCOG) until 12pm, Noon on Monday May 21, 2018.

Proposals are to be mailed to:

Lowcountry Council of Governments
Jordan Newman, Director, Area Agency on Aging
P. O. Box 98
Yemassee, SC 29945

Hand Deliver and/or Express mail to:

Lowcountry Council of Governments
Jordan Newman, Director, Area Agency on Aging
634 Campground Rd
Yemassee, SC 29945

The submitting respondent is required to print on the envelope or wrapping containing the proposal the RFP name, opening date, and opening time.

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

Every effort has been made to ensure that all information needed by the Respondent is included herein. If a respondent finds that it cannot complete a proposal without additional information, it may submit written questions to the Lowcountry Council of Governments' Representative. All replies to questions will be in writing. When a question received by the Lowcountry Council of Governments is found to be already sufficiently addressed in the Request for Proposal that question will be returned to the Respondent with a reference to the part of the Request for Proposal containing the answer. All questions and written replies will be distributed to all Respondents and will be regarded as a part hereof. No negotiations, decisions or actions shall be initiated by any Respondent or potential respondent as a result of any verbal discussion with any Lowcountry Council of Governments' representative or employee.

All questions in connection with the Request for Proposal must be received by **5:00 PM EST on Thursday May 3, 2018** and shall be sent to:

Lowcountry Council of Governments
 Jordan Newman, Area Agency on Aging Director
 P. O. Box 98
 Yemassee, SC 29945

Fax to (843) 726-5165 or e-mail to jnewman@lowcountrycog.org

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

This project is contingent upon the continued availability of State and Federal funding.

Pre-Proposal Conference: April 30, 2018

Location: LCOG Large Board Room
 Time: 10:00 am to 12:00pm
 Mandatory: No
 Conference Call in number: (843) 473-3952

No commitment shall exist under this RFP until such time an official written confirmation of acceptance of a proposal is made.

Proposals submitted in response to this RFP will be valid for a period of one hundred and twenty (120) days from the proposal submission deadline.

KEY EVENTS AND DATES

Request for Proposal (RFP) released	April 18, 2018	RFP Review by RAAC	May 30, 2018
Question Period Begins	April 19, 2018	Recommendation to full RAAC	June 1, 2018
Question Period Ends	May 3, 2018	Successful Bidder presented to LCOG Director	June 1, 2018
Prebid Conference	April 30, 2018	Notification mailed to all Proposers	June 1, 2018
Public Hearing	April 30, 2018	Contractor Orientation	June 11, 2018
Deadline for Receipt of Proposal 12pm	May 21, 2018	Alternate Orientation dates	June 14 or 15, 2018
Public Opening of Proposals 12:30pm	May 21, 2018	Anticipated Contract Start	July 1, 2018
Preliminary Review for Responsiveness	May 21, 2018	Service Start Date	July 2, 2018
Notification of Non-Responsiveness	May 21, 2018		
Proposals delivered to Review Committee	May 21, 2018		

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PROPOSAL CONTENT AND FORMAT

Respondents may submit a proposal for the complete package or any combination of individual meal service, **for the entire region or by county**. However, all county-wide delivery sites listed within the RFP packet must be served by the successful proposal, for each meal service being bid on; and the proposals must address all activities described in the Minimum Meal Bid Specifications included. This RFP may result in multiple providers. Please note that although LCOG/AAA will review all appropriately submitted proposals, a *Preferred Proposal* is a proposal inclusive of all meal types being procured, that offers technology to track delivery times and the support of a Nutritionist and/or Registered Dietician for participant and local provider consultation and education, as a complete package. A proposal may be requested to provide meals at the same cost to additional sites in a county as funding becomes available. In every case, where the Respondents proposal cannot fully comply with the requirements of the request for proposal the proposal must list all exceptions thereto as an addendum to the proposal package.

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

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful Respondent's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

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

- 1. Letter of Transmittal**

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

2. **Qualifications**

The Qualifications of the Firm should be included. Please be sure to include resumes of key personnel such as the Executive Director, Kitchen Manager, etc. The history of your firm, the number of years in business and its' current Ownership arrangement should also be included. This section is limited to 3 pages. Please also include a copy of the SAMS.gov printout (saved PDF), that clearly identifies your agency name, address, and current SAMS ID.

3. **References**

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

4. **Scope of Work**

Describe in detail your approach to the provisions contained within the Minimum Bid Specifications embedded in this request for proposal by submitting information for each of the specifications which must be met.

To meet the Preferred Proposal content, describe Nutrition Education services offered and include expectations and limitations.

It is the goal of the Lowcountry Council of Governments to contract with a strategic partner. As a strategic partner the Caterer should:

- Be forward thinking to identify and bring to our clientele new/ emerging technology and innovations that support the LCOG/AAA mission of providing long term care services and supports in an efficient, dependable, and cost effective manner;
- Initiate meetings no less than annually with the Lowcountry Council of Governments and/or the Nutrition Providers.

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the Lowcountry Council of Governments may evaluate your proposed subcontractors. Attachments should include a copy of the contract with the subcontractor.

All tools and resources needed at the acceptor location must be delivered prior to first date of service.

5. **Cost**

Provide your unit cost to provide the scope of work. See Attachment

6. **Litigation**

State whether or not your firm has been involved in any litigation within the past five (5) years, do to your performance. Explain fully if it has been involved in any litigation.

7. Narratives

- a) *Continual Quality Improvement Process*: A narrative, not to exceed two (2) pages, **providing an example of an actual situation** where the Bidder used its quality management system to make improvements. Describe the issue, the action steps the Bidder took to resolve the problem, and the outcome achieved by the Bidder. The example should demonstrate the following:
- The quality management system incorporates policies, processes and activities which are designed to reduce risk, identify weaknesses, and improve all aspects of service delivery.
 - Please describe your Notification process and timeline, which included LCOG/AAA.
 - The quality management system addresses problems in a timely manner.
 - The quality management system engages customers and utilizes customer feedback.
 - The quality management system engages multiple stakeholders in the quality improvement process, including employees, management, clients, providers, and other stakeholders such as COA.
 - The quality management system uses standardized data collection tools, such as customer satisfaction surveys.
- b) *Food Safety*: A narrative, not to exceed two (2) pages, describing the Bidders procedures that will follow all food safety practices.
- Describe your procedure for meals delivered to the local provider in the temperature “Danger Zone”. (Time/ Temp indicates “Danger Zone” upon delivery)
 - Describe your procedure for meals rejected by the local provider as unsafe. (Time/Temp indicates that food is unsafe to distribute, upon delivery)
- c) *Meal Choice*: A narrative*, not to exceed three (3) pages, describing the Bidder’s ability to offer meal choices to clients. The narrative should detail the following:
- Number of congregate meal options
 - Number of home delivered meal options
 - Number of therapeutic meal options
 - Frequency of menu rotations
- * Copies of menus are not deemed appropriate.
- d) *Emergency Preparedness*: A narrative, not to exceed three (3) pages, describing the Bidder’s contingency plans (i.e., emergency preparedness plans). The narrative is to include:
- A plan for dealing with the following:
 - Food and supply shortages

- Food safety concerns (e.g. contamination, failed temperature controls, food recalls)
 - Staffing shortages
 - Equipment and vehicle failures
 - Environmental emergencies (e.g. weather, power outages, domestic disturbances)
 - A detailed example of when this contingency plan was utilized and the outcome.
 - Describe your agency Continuity of Operations Plan
- e) *Experience and Commitment to Aging:* A narrative, not to exceed two (2) pages, **providing specific examples** of Bidder’s experience providing services to Older Adults and commitment to aging.
- Experience refers to years, depth and breadth of service to the older population as a business.
 - Commitment to aging is defined as organizational mission that supports philanthropic efforts on behalf of older adults, contributions to the professional field of aging, and advocacy efforts supporting services and supports for older adults.
- f) *Commencement of Services:* A narrative, not to exceed three (3) pages, describing the plan for ensuring that the meal delivery service will begin on July 2, 2018. The narrative must include, at minimum:
- A statement describing the ability to provide regular, therapeutic, and shelf stable meals
 - A statement describing capacity to provide approximately 189,589 Older American Act Meals in FY 2018-19.
 - A plan for securing and training staff and determining additional staffing needs
 - A plan for securing any additional equipment necessary to execute bid requirements
 - An explanation of the ordering, preparation, packaging, and distribution of meals to include the ability to accommodate 2-3-5-7 day packaging options and delivery to all 4 counties and plan for educating Nutrition Providers on these processes
 - A statement regarding whether a distribution site will be utilized to service the Contract and how this space will be secured/obtained
 - A delivery plan of Congregate Meals and Home Delivered Meals for first day of service under the Contract

EVALUATION PROCESS AND CRITERIA

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

1. Respondent's understanding of the project and approach to provision of the services, as reflected by the response to the proposal package. 25%
2. Respondent's experience, including references, financial stability, and description of his ability to perform the required service. 40%
3. Cost of the services as outlined in the proposal. Cost will not be the sole determining factor for award. 35%

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

8. Taste Testing

Tasting Panel: Lowcountry Council of Governments will conduct a tasting panel on **May 30, 2018**. Bidders will be required to deliver no more than (9) chilled meals for evaluation. Meals must reflect a standard meal that will be served to a client in the home delivered meal program and must be prepared and packaged according to specifications outlined in the Bid Specs. The basis of the group discussion will be the appearance, aroma, taste (flavor), and texture of the presented meal.

INSTRUCTIONS TO PROPOSERS

Proposal Delivery Information

Proposals, amendments thereto or withdrawal request must be received by the time advertised for proposal opening to be timely filed. It is the Respondent's sole responsibility to insure that these documents are received by the Lowcountry Council of Governments representative at the time indicated in the solicitation document. When specifications or descriptive literature are submitted with the proposal, the respondent's name must be entered thereon. Any proposals received after the Lowcountry Council of Governments representative has declared that the time set for opening has arrived, shall be rejected.

The Lowcountry Council of Governments assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a proposal name are placed under locked security until the date and time of opening. Only include one (1) clearly identified original and five (5) copies of your proposal in the envelope. If directing any other correspondence address the envelope to the procurement official, but do not include the proposal name on this envelope since it does not include the actual proposal.

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

The Lowcountry Council of Governments picks up all mail from The US Postal Service once daily approximately 10:30a.m.(excluding weekends and holidays).

In competitive sealed proposals, prices will not be divulged at opening.

Confidential Information

For every document a Respondent submits in response to or with regard to this solicitation or request, the Respondent must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the 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 a Respondent submits in response to or with regard to this solicitation or request, the Respondent must separately mark with the words "TRADE SECRET" every page, or portion thereof, that the Respondent contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document the Respondent submits in response to or with regard to this solicitation or request, the 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, Lowcountry 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, the 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, Lowcountry Council of Governments will detrimentally rely on the Respondent's marking of documents, as required by this proposal instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, the Respondent agrees to defend, indemnify and hold harmless the Lowcountry 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".

Proposal Rejection/Cancellation

This solicitation does not commit the Lowcountry 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. Lowcountry 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 Lowcountry Council of Governments to do so.

Respondent's Qualification

By submission of a proposal, you are guaranteeing that all services meet the requirements of the proposal during the contract period. Respondents must, upon request of the Lowcountry Council of Governments, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. The Lowcountry 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.

Amendments to Solicitation

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

www.lowcountrycog.org

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

Proposal Acceptance Period

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

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.

Respondent's Responsibility

LCOG/AAA CATERER RFP 2018

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.

Debarments/Suspension

- A. (1) By submitting an Offer, the Respondent certifies, to the best of its knowledge and belief, that (i) the 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 Lowcountry 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 Lowcountry 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 Lowcountry Council of Governments, the Lowcountry

Council of Governments Representative may terminate the contract resulting from this solicitation for default.

Rejection

The Lowcountry Council of Governments reserves the right to reject any proposal that contains prices for items or services that are unreasonable when compared to the same or other proposals if such action is in the best interest of the Lowcountry Council of Governments.

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 Lowcountry 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.

Indemnification

The Lowcountry 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 Lowcountry Council of Governments or failure of the Lowcountry 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.

Protests

Any prospective respondent who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual Respondent, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Lowcountry Council of Governments Representative within the time provided. Written protests are to be sent to Jordan Newman, by email jnewman@lowcountrycog.org by mail to P. O. Box 98, Yemassee, SC 29945, or delivered to 634 Campground Rd., Yemassee, SC 29945.

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 Lowcountry 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 Lowcountry Council of Governments Representative.

The Lowcountry Council of Governments may reject a Proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items.

Non-Appropriations

Any contract entered into by the Lowcountry 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.

Ownership of Material

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

Contract Period

The contract will run from July 1, 2018 through June 30, 2019 with the option of being renewed on an annual basis, not to exceed four additional years. This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. If the respondent elects not to extend on the anniversary date, the respondent must notify the Lowcountry Council of Governments of its intention in writing 120 days prior to the anniversary date. At renewal time, the Lowcountry Council of Governments may elect to add an optional service which as stated in this contract, is subject to negotiations and a written agreement between both parties.

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 Lowcountry 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 Lowcountry Council of Governments in writing by January 1st of proposed price negotiation.

Description of Meal Type and Service

Specifications for each type of meal to be procured under this contract include:

- **Daily-Prepared Meals:** Such meals are prepared and delivered in bulk, daily to the sites by the VENDOR. Daily-prepared meals can be breakfast or main meals. They typically include a hot entrée.
- **Frozen Meals:** Pre-plated frozen meals that are prepared using blast-chill/blast-freeze technology. They are delivered by the VENDOR, usually on a weekly basis, and when needed, should be combined with fresh supplemental foods, to meet nutrient requirements.
- **Therapeutic Diet Meals:** Therapeutic diets may be variations of the regular diet that are modified in individual nutrients, caloric values, food consistency, flavor, content of specific foods, or combinations of the preceding. Therapeutic diets should follow guidance from the most current LGOA Policy and Procedure Manual, and be planned in accordance with a recognized diet manual, such as the South Carolina Dietetic Association's Diet Manual for Long Term Care Facilities. i.e. Supplemental, pureed and vegan meals.
- **Shelf-Stable Meals:** Shelf-stable meals are composed of foods that have been processed in such a manner as to be free of microorganisms (disease causing and spoilage) capable of growth in the product at non-refrigerated conditions during distribution and storage. The

packaging must be easy to open, clearly labeled, and include preparation instructions when needed. Items should be individually labeled with expiration dates. Low sodium products should be used to the maximum extent when building shelf stable meals due to the high sodium content of these types of products. When shelf stable meals are used for a regular basis for home-delivered meals, there shall be a minimum of a two week cycle. The package shall include menus to instruct the consumers how to combine the foods to meet the meal requirements.

- **Emergency Meals:** Emergency meals are a type of shelf stable meal. Meals intended for use in emergencies need to contain foods suitable for situations where one may not have access to potable water, a means to store uneaten portions of time/temperature control for safety (TCS) foods, a way to cook or heat foods, or a sanitary place for preparations. Emergency meals are exempt from the nutrient requirements for sodium, but must adhere to the federal 1/3 Dietary Reference Intakes (DRI), unless reimbursed using state Home and Community-Based Services (HCBS) funds during an emergency declared by the Governor of South Carolina. Note: Title III and State funds can continue to be used to fund emergency meals that meet federal 1/3 DRI requirements.
- **Picnic Meals:** Hot or cold meals served in a location other than the group dining meal site. The CONTRACTEE shall provide a two-week notice to the VENDOR when ordering Picnic Meals. The picnic menus are to be planned and coordinated with the CONTRACTEE's current menu and with the participants' preferences in mind. The VENDOR shall agree to deliver the picnic meals on the day of the event at the usual location or at another agreed upon location. Picnic Meals shall be furnished at the same price as Daily Prepared Meals.
- **Special Event Meals:** Hot or cold meal for a planned special event such as an ethnic or holiday meal.
- **Deli:** Cold daily meal or cold second meal. The CONTRACTEE shall provide an agreed upon notice to the VENDOR whenever ordering deli meals. Deli meals shall be delivered to the site at a temperature no greater than 41⁰F as specified by SCDHEC 61-25. Individual components of the meal shall be individually portioned and wrapped. Sample Deli Meal menus may be provided by the CONTRACTEE.

GENERAL 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.

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 Lowcountry 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 Lowcountry 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 Lowcountry Council of Governments upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

Audits and Reviews

A copy of each bidder's annual independent financial audit is required of any response and submission to this RFP. Throughout the duration of this contact, the awarded bidder will be required to submit copies of their independent financial audit annually for review. This requirement is a standard contract term for all contracted services.

Choice of Law

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

Civil Rights Act of 1964, title VI and VII

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

understood that upon receipt of evidence of such discrimination, the Lowcountry Council of Governments shall have the right to terminate said contract.

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.

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 Lowcountry Council of Governments and the contractor.

Contractor's Liability Insurance

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

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

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

Compliance With Federal Regulations

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

Disputes

All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Lowcountry Council of Governments or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in 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 Required

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.

Force Majeure

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

Non-Indemnification

Any term or condition is void to the extent it requires the Lowcountry 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 RFP Respondent Cover Page. Notice to the Lowcountry 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.

Publicity Releases

The firm shall not have the right to include Lowcountry 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 Lowcountry Council of Governments. The firm agrees not to publish or cite in any form any comments or quotes from Lowcountry 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 Lowcountry 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.

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

Lowcountry 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 Lowcountry 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 Lowcountry Council of Governments if such patent, trade mark or copyright infringement or claim is based upon the responder's use of material furnished to the respondent by the Lowcountry Council of Governments.

S. C. 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.

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.

Termination

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

a) **For Convenience**

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

b) **For Cause**

Termination by the Lowcountry 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.

c) **Assignment**

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

Type of Contract

Lowcountry Council of Governments intends to sign a contract with one firm for the complete set of products and services included in this Request for Proposal. To the extent that firms choose to make joint Proposal, one firm must be designated the lead firm to sign the contract and be the point of contact with the Lowcountry Council of Governments. Joint proposals will not be accepted with intent of joint contract.

General Information

Information pertaining to the Older Americans Act referred to in this proposal may be obtained from the Administration for Community Living at www.acl.gov/node/650 . Each program administered by Lowcountry Council of Governments, with respect to the Older Americans Act, necessitates individual Scopes of Work. When bidding on the Lowcountry Council of Governments RFP for Caterer PURCHASE OF OLDER AMERICAN ACT MEALS FY 2018, please note respective Scopes of Work relates to the type of meal to be offered as well as the overall supportive requirements that must be met if applicable.

The Respondent must meet the broad spectrum of the statues appropriate to the conduct of the Older Americans Act, Nutrition Program for the Elderly and any regulations and policies published by the U. S. Department of Health and Human Services, the Administration on Aging, the Lieutenant Governor’s Office on Aging, and the Lowcountry Council of Governments. The Respondent will be required to meet, but not be limited to, the criteria listed within.

AIM- Successful offerors may be required to enter data into the S.C. State Unit on Aging approved data base which at this time is AIM – Advanced Information Management System. Therefore all successful offerors must possess or agree to obtain the necessary technology requirements outlined in the Standard Contract Terms and Conditions. Support and Training will be provided by the AAA.

2018 Holiday Schedule The LCOG will observe the following holidays for calendar year 2018:

- New Year’s Day: Monday, January 1, 2018
- Martin Luther King, Jr. Day: Monday, January 15
- Presidents Day: Monday, February 19
- Federal Memorial Day: Monday May 28
- Independence Day: Wednesday, July 4
- Labor Day: Monday, September 3
- Veteran’s Day, Sunday November 11
- Thanksgiving: Thursday, November 22
- Day after Thanksgiving: Friday, November 23
- Christmas Holiday – Monday-Wednesday, December 24- Wednesday December 26
- The first holiday of 2019 is New Years Day, Tuesday, January 1, 2019

Sites and Number of Meals – Site locations and schedules are included in this packet. This information includes the average number of meals ordered per day with respect to the local provider and LCOG/AAA contract during FY 16-17. These meals are expected to increase in FY 18-19. Please note that meals requested may increase by site according to other funding sources, as permitted by the LCOG/AAA and local provider contract. LCOG/AAA is not responsible for any orders placed outside the allowable activities of the LCOG/AAA and local provider arrangement.

Meal Caterer food delivery schedules must work in conjunction with the local Nutrition Provider food delivery schedule for overall food safety practices. Lowcountry Council of Governments considers the food delivery schedule as beginning at the point of kitchen departure to receipt at beneficiary home. Per LGOA, “Holding times for foods should not exceed four hours from the final stage of food preparation until the meal is served to participants. (SC Aging Services Policy & Procedures, 2017.500 S5)

ATTACHMENT K : REQUIRED BID CONTENT CHECKLIST**Lieutenant Governor's Office on Aging
Minimum Meal Bid Specifications
Required Information Checklist**

Proposers shall thoroughly examine all aspects of this (Invitation to propose / Invitation to bid). All of the supplemental materials identified and requested in this section must be submitted and made a part of the Proposal.

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

The Lieutenant Governor's Office on Aging South Carolina Aging Services Policies and Procedures Manual can be found online at <http://aging.sc.gov/staff/Pages/default.aspx>

- _____ Completed Meal Bidding Schedule
- _____ Attachment A: Location of VENDOR Food Production Facilities
- _____ Attachment B: Meal Cost Analysis Worksheets for included Meal Types
- _____ Attachment C: Proposed Route Schedule
- _____ Attachment D: Proposed Menus with Nutrition Analysis for each Meal Type
- _____ Health Inspection Report (include the most recent inspection report; if the most recent report is for a follow up inspection, include the initial inspection report)
- _____ USDA/FDA Certification or written SC DHEC authorization for frozen meal production facility, as needed
- _____ Quality Assurance Procedures for all meal types included in contract
 - _____ HACCP program summary (personnel, processes, monitoring, frequency, responses to monitoring results)
 - _____ Method to ensure meal order accuracy
- _____ Description of thermal transport equipment for various meals types
- _____ Results of temperature compliance testing that verifies equipment and handling procedures maintain food temperatures at safe levels; date of testing, must be within three years and/or since equipment and/or procedural changes
- _____ Example of the daily meal delivery form
- _____ Itemized description of meal and beverage service equipment and supplies
- _____ Organizational chart with required education and experience by role and staffing levels as described, including person responsible for HACCP
- _____ Description of maximum safe meal production load and current production volumes for each production facility involved in this contract
- _____ Contingency plans
- _____ Insurance coverage
- _____ Audited financial statements

ADDITIONAL CHECKLIST ITEMS ON FOLLOWING PAGE

CONTINUED RFP REQUIRED BID CONTENT

Proposers shall thoroughly examine all aspects of this (Invitation to propose / Invitation to bid). All of the supplemental materials identified and requested in this section must be submitted and made a part of the Proposal.

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

- _____ Attachment E: Disclosure Of Prior Non Responsibility Determinations
- _____ Attachment F: Offeror Certifications – Non-Collusion
- _____ Attachment G: Contract Terms And Conditions Signature Page
- _____ Attachment K: Required Meal Bid Information Checklist – mark all included documents
- _____ Attachment H: RFP Respondent Cover Page
- _____ Attachment I: Non-Offeror’s Response
- _____ Attachment J: Budget



MEAL BIDDING SCHEDULE

Region: _____ **Date:** _____

MEALS	Quantity Per Year	Cost Per Meal	Cost Per Meal with optional Beverage
REGULAR DAILY PREPARED <i>Also, Picnic & Deli Meals & Non-perishable Meals used as Emergency Meals</i>	189589		
REGULAR BREAKFAST			
THERAPEUTIC DAILY PREPARED <i>Specify diet(s), Picnic & Deli Meals & Non-perishable Meals used as Emergency Meals</i>			
SHELF STABLE - Non-perishable Meals used on an on-going basis for Home-Delivered Meals	*		
DELI - Those used as a second meal for Home-Delivered Meals			
REGULAR &/or Therapeutic FROZEN * <i>(Without fresh supplemental foods)</i>			
REGULAR &/or Therapeutic FROZEN * <i>(With fresh supplemental foods)</i>			
REGULAR FROZEN BREAKFAST * <i>Specify fresh supplemental foods Y or N</i>			

CONTRACTEE must specify when desiring to order by case lot.

* The quantity of 189589 meals ordered is inclusive of local and Emergency shelf stable meals. The amount of shelf stable meals ordered during FY16, due to increment weather was 5990. Shelf stable meals are ordered for emergency preparedness.

NOTE: Using Attachment A, The **VENDOR** shall provide a breakdown of the cost of group dining meals and home-delivered meals (daily prepared, frozen, and/or shelf-stable) using the forms provided. The breakdown shall provide the percentage of the total cost of the meal for raw food, disposables, labor, transportation/delivery, and administration.



SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE- BEAUFORT

REGION: X -Lowcountry Date: FY 2016-17

PROVIDER: Beaufort Council on Aging

Average Number of Meals Per Day							
Site & Location	Regular	Therapeutic	Deli*/ Picnic	Frozen^	Frozen w/fresh sup^	Shelf Stable	Delivery Time
Burton Wells Senior Center 5 Middleton Recreation Drive Beaufort, SC 29906	21						9:am
Saint Helena Senior Center 6315 Jonathon Francis Road St. Helena Island, SC, 29920	18						10:15am
Bluffton Nutrition Site 61 A Ulmer Road Bluffton, SC 29910	6						10:00am

List Type of Therapeutic Meals Required

* Deli meals used regularly as a second meal for home delivery. Specify if with fresh supplemental foods.



SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE-COLLETON

REGION: X -Lowcountry Date: FY 2016-17

PROVIDER: Colleton Council on Aging

Average Number of Meals Per Day							
Site & Location	Regular	Therapeutic	Deli*/Picnic	Frozen^	Frozen w/fresh sup^	Shelf Stable	Delivery Time
Walterboro Nutrition Site 78 Highland Circle Walterboro, SC, 29488	15						8:15am
Greenpond Nutrition Site 29 Playground Lane Greenpond, SC 29446	12						8:15am

List Type of Therapeutic Meals Required _____

* Deli meals used regularly as a second meal for home delivery. Specify if with fresh supplemental foods.



SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE-HAMPTON

REGION: X -Lowcountry Date: FY 2016-17

PROVIDER: Hampton Council on Aging

Average Number of Meals Per Day							
Site & Location	Regular	Therapeutic	Deli*/ Picnic	Frozen^	Frozen w/fresh sup^	Shelf Stable	Delivery Time
Hampton Council on Aging Administrative office 108 West Pine Street Hampton, SC 29924-2344	20						8:00am
Estill Nutrition 591 5th Street Estill, SC 29918	20						8:00am
Yemassee Senior Center 19 Railroad Street Yemassee, SC 29945	16						8:00am

List Type of Therapeutic Meals Required _____

* Deli meals used regularly as a second meal for home delivery. Specify if with fresh supplemental foods.



SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE-JASPER

REGION: X -Lowcountry Date: FY 2016-17

PROVIDER: Jasper Council on Aging

Average Number of Meals Per Day							
Site & Location	Regular	Therapeutic	Deli*/ Picnic	Frozen^	Frozen w/fresh sup^	Shelf Stable	Delivery Time
Jasper Council on Aging Administrative Office/ Ridgeland Senior Center 444 Wise Street Ridgeland, SC 29936	22						8:30am
Hardeeville Senior Center 205 Main Street Hardeeville, SC 29927	18						9:00am
Robertville Nutrition Site 9731 Cottonhill Road Garnett, SC 29922	22						8:15am

List Type of Therapeutic Meals Required _____

* Deli meals used regularly as a second meal for home delivery. Specify if with fresh supplemental foods.



SITE LOCATION AND HOME-DELIVERED MEAL TYPE SCHEDULE-BEAUFORT

REGION: X- Lowcountry

Date: FY 2016-17

PROVIDER: Beaufort Council on Aging

Average Number of Meals Per Day							
Site & Location	Regular	Therapeutic	Frozen^	Frozen Total Meal Package	Deli*	Shelf Stable	Delivery Time
Beaufort Council on Aging Administrative Office 408 Paris Avenue Port Royal, SC 29935-2123	40			118 participants			9:45am
Burton Wells Senior Center 5 Middleton Recreation Drive Beaufort, SC 29906	2					3	9:00am
Saint Helena Senior Center 6315 Jonathon Francis Road St. Helena Island, SC, 29920	62					<1	10:15am
Bluffton Nutrition Site 61 A Ulmer Road Bluffton, SC 29910	0						10:00am

List Type of Therapeutic Meals Required:

* Deli meals used regularly as a second meal for home delivery. Specify if with fresh supplemental foods.



SITE LOCATION AND HOME-DELIVERED MEAL TYPE SCHEDULE-COLLETON

REGION: X- Lowcountry

Date: FY 2016-17

PROVIDER: Colleton Council on Aging

Average Number of Meals Per Day							
Site & Location	Regular	Therapeutic	Frozen ^	Frozen Total Meal Package	Deli*	Shelf Stable	Delivery Time
Walterboro Nutrition Site 78 Highland Circle Walterboro, SC, 29488	51			172 participants		11	8:15am
Greenpond Nutrition Site 29 Playground Lane Greenpond, SC 29446	13			24 participants		<1	8:15am

List Type of Therapeutic Meals Required:

* Deli meals used regularly as a second meal for home delivery. Specify if with fresh supplemental foods.

SITE LOCATION AND HOME-DELIVERED MEAL TYPE SCHEDULE-HAMPTON

REGION: X- Lowcountry

Date: FY 2016-17

PROVIDER: Hampton Council on Aging

Average Number of Meals Per Day							
Site & Location	Regular	Therapeutic	Frozen^	Frozen Total Meal Package	Deli*	Shelf Stable	Delivery Time
Hampton Council on Aging Administrative office 108 West Pine Street Hampton, SC 29924-2344	67					4	8:00am
Estill Nutrition 591 5th Street Estill, SC 29918	29					<1	8:00am
Yemassee Senior Center 19 Railroad Street Yemassee, SC 29945	10					<1	8:00am

List Type of Therapeutic Meals Required:

* Deli meals used regularly as a second meal for home delivery. Specify if with fresh supplemental foods.



SITE LOCATION AND HOME-DELIVERED MEAL TYPE SCHEDULE-JASPER

REGION: X- Lowcountry

Date: FY 2016-17

PROVIDER: Jasper Council on Aging

Average Number of Meals Per Day							
Site & Location	Regular	Therapeutic	Frozen^	Frozen Total Meal Package	Deli*	Shelf Stable	Delivery Time
Jasper Council on Aging Administrative Office/ Ridgeland Senior Center 444 Wise Street Ridgeland, SC 29936	69					<1	8:30am
Hardeeville Senior Center 205 Main Street Hardeeville, SC 29927	25					<1	9:00am
Robertville Nutrition Site 9731 Cottonhill Road Garnett, SC 29922	14					<1	8:15am

List Type of Therapeutic Meals Required:

* Deli meals used regularly as a second meal for home delivery. Specify if with fresh supplemental foods.



MINIMUM MEAL BID SPECIFICATIONS SOUTH CAROLINA NUTRITION PROGRAM FOR THE ELDERLY

OVERVIEW

The primary purpose of this program is to fulfill the requirements of the Older Americans Act, as Amended in 2016, by providing nutritionally balanced meals to strategically located centers that provide meals and socialization to eligible individuals.

The goal of this bid specification is to identify an appropriate organization to furnish and deliver meals complying with specifications and conditions listed herein to the CONTRACTEE. (The "CONTRACTEE" refers to the agency which holds the contract with the VENDOR.) It is estimated that there shall be approximately 250 serving days during each contract period. The period covered by this bid is July 1, 2018 through June 30, 2019.

The food shall be delivered to sites designated within the specifications of the contract. Food shall be packaged and maintained at prescribed temperatures according to specified state and federal regulations and guidelines (South Carolina Department of Health and Environmental Control (SCDHEC) and the U.S. Department of Agriculture (USDA). The VENDOR shall provide (as required in the contract) all vehicles, food-handling and transportation equipment, service ware, serving and eating utensils, cutlery, napkins, hot and cold cups, and other accessories required to serve a complete meal.

All nutrition procurement contracts must include each provision of the LGOA Minimum Meal Bid Specifications, unless the AAA has obtained prior waiver authorization from the LGOA.

I. REQUIRED BID CONTENT BETWEEN CONTRACTEE AND VENDOR

The following information must be contained in the bid. Bidders shall submit the information in the order listed and comply with the instructions contained in this package.

1. The CONTRACTEE has provided the projected number and type of meals to be bid in the Meal Bidding Schedule. The VENDOR must complete this Schedule by inserting the appropriate price per requested meal. In addition, the VENDOR shall provide an approximate breakdown of the cost of group dining meals and home-delivered meals (daily, frozen, deli, and/or shelf-stable). The breakdown shall provide the percentage of the total cost of the meal for raw food, disposables, labor, delivery, equipment, and administration (excluding nutrition education costs, if applicable).

Note: The Site Location and Meal Type Schedule (completed by the CONTRACTEE) provide information on the location(s) and approximate daily quantities of the types of meals to be served.

- Daily Prepared Meals, Non-Perishable Meals used as Emergency Meals, Deli Meals used for the main meal, and Picnic Meals shall all be bid at the same price.
- When the CONTRACTEE designates both Regular meals and Therapeutic diet (i.e. modified), they shall be bid at the same price. The CONTRACTEE will provide the type of therapeutic diet meals required.

- Non-perishable (shelf-stable) meals for routine home delivery shall be bid at a separate price.
 - For frozen meals with fresh supplemental foods, the CONTRACTEE shall request prices for the following categories as indicated on the bidding schedule:
 - Regular only;
 - Regular and Therapeutic at the same price;
 - With equipment or without equipment included by VENDOR (if the VENDOR is providing equipment, then installation, leasing, and maintenance of equipment shall be included); and
 - Bid on the basis of ordering the frozen component by complete case lots.
2. The VENDOR shall complete ATTACHMENT A: Location(s) of VENDOR Food Production Facility(s), and delivery vehicle information. A copy of the most recent health department sanitation inspection (initial and follow-up reports) and/or USDA/FDA certification, if applicable shall be provided.
 3. The VENDOR shall include the process flow chart for quality assurance procedures and/or the Hazard Analysis Critical Control Point (HACCP) summary for production and handling of all meals types included in the contract. Include the required qualifications of the individuals who have overall responsibility of the food service quality control program.
 4. VENDORS shall deliver foods in equipment that is designed to maintain safe food temperatures for allowed holding periods. The VENDOR shall provide a description of the types and sizes of equipment, including brand name and quantity, used to transport daily-prepared, deli, and frozen meals. Recent (within three years or since equipment purchases) documentation of validation that the equipment and handling procedures are adequate to maintain food temperatures in accordance with SCDHEC requirements until portioning and serving time(s) by CONTRACTEE shall be included. See Section I; Temperature Maintenance of Potentially Hazardous Foods.
 5. The VENDOR shall provide a packing and delivery schedule that includes the following information by route: total number of stops, length in miles, estimated travel time and delivery times by site, based on the Site Location and Meal Type Schedule. The CONTRACTEE is responsible for ensuring that the delivery schedule is compatible with requirements for food safety and minimizes the amount of time food spends in transit.
 6. The VENDOR shall provide completed menu plans, for each meal type requested, written on ATTACHMENT B and/or C: Project Menu Plan. The type of menus required for the bid shall be provided on ATTACHMENT D: REQUESTED VENDOR MENU TYPES. They may be based on sample menus provided by the CONTRACTEE (also ATTACHMENT D: CONTRACTEE Menu Plans). A nutrient analysis for each of the menus shall be submitted with the bid.
 7. The VENDOR shall provide an itemized description of beverage and/or serving equipment and utensils, dishware, flatware, beverage cups, napkins, straws and other accessories, and other supplies to be used for packaging home-delivered meals.
 8. The VENDOR shall provide a description of the current food management staff and any other staff who will be employed for this contract period. This shall include an organizational chart, job titles, educational and/or experience requirements, and staffing levels for managers, cooks, drivers, dietitian, etc.
 9. The VENDOR shall provide information on the current total meal production load and the safe, maximum meal production load for each kitchen facility used to serve the contract. Also, a brief statement that demonstrates the capability, based on past experience, to

provide choice to CONTRACTEE service recipients, and implement the nutritional and logistical aspects applicable to the performance of the contract shall be included. Exceeding the maximum safe meal production load for a kitchen facility is justification for the CONTRACTEE to terminate the contract.

10. The VENDOR shall provide a written plan for contingencies including, but not limited to, substitute driver availability, delivery of food in the event of vehicle breakdown, delivery of food in the event of emergency at a production site, and method of reimbursement if VENDOR must purchase replacement food. A contact name and phone number, in case of after-hour emergencies, shall be provided. See Section P, Emergency Procedures in this document for more details.
11. The VENDOR shall provide documentation of insurance coverage as required herein.
12. The VENDOR shall provide an independently audited financial statement for the last completed fiscal year.

II. GENERAL INFORMATION FOR BIDDERS

The SITE LOCATION AND MEAL TYPE SCHEDULE will determine the service area for the bid. Bids shall be submitted on the delivered price per type of meal, with disposables and beverages as applicable, and if requested, with equipment. The bid shall conform to all the descriptions herein, the current LGOA Policy and Procedure Manual and any cited regulations. Meals provided under this bid are not subject to South Carolina State sales tax.

The successful bidder may be requested to provide the same meals and services at the same price to additional sites. The CONTRACTEE shall provide the entire geographic region served to all bidders with an indication of any plans to relocate, or add sites during the contract period.

Changes and additions to site locations shall be negotiated between the CONTRACTEE and the VENDOR; however, the final decision as to relocation of existing sites shall rest solely with the CONTRACTEE. The VENDOR, upon notice from the CONTRACTEE, shall then provide meals at the contracted cost to the relocated sites as requested by the CONTRACTEE. The LGOA and AAA shall be kept apprised of all location changes of existing sites.

Other than in emergencies, the VENDOR shall be given a 30 day notice of closure or relocation of any existing site or of the addition of any new sites.

Holiday closings – Meal sites served under this contract shall be closed for approximately eleven holidays during the contract year. The CONTRACTEE, prior to the beginning of the contract period, shall furnish a list of these holidays to the successful VENDOR. The CONTRACTEE and VENDOR shall be familiar with and have an understanding of Chapter 400, Section 409, and Chapter 200, Section 206R of this Manual, which outlines holidays, scheduled, emergency, and unscheduled closings.

Description of Meal Type and Service

Specifications for each type of meal to be procured under this contract include:

- Daily-Prepared Meals: Such meals are prepared and delivered in bulk, daily to the sites by the VENDOR. Daily-prepared meals can be breakfast or main meals. They typically include a hot entrée.
- Frozen Meals: Pre-plated frozen meals that are prepared using blast-chill/blast-freeze technology. They are delivered by the VENDOR, usually on a weekly basis, and when needed, should be combined with fresh supplemental foods, to meet nutrient requirements.
- Therapeutic Diet Meals: Therapeutic diets may be variations of the regular diet that are modified in individual nutrients, caloric values, food consistency, flavor, content of specific

foods, or combinations of the preceding. Therapeutic diets should follow guidance from the most current LGOA Policy and Procedure Manual, and be planned in accordance with a recognized diet manual, such as the South Carolina Dietetic Association's Diet Manual for Long Term Care Facilities.

- **Shelf-Stable Meals:** Shelf-stable meals are composed of foods that have been processed in such a manner as to be free of microorganisms (disease causing and spoilage) capable of growth in the product at non-refrigerated conditions during distribution and storage. The packaging must be easy to open, clearly labeled, and include preparation instructions when needed. Items should be individually labeled with expiration dates. Low sodium products should be used to the maximum extent when building shelf stable meals due to the high sodium content of these types of products. When shelf stable meals are used for a regular basis for home-delivered meals, there shall be a minimum of a two week cycle. The package shall include menus to instruct the consumers how to combine the foods to meet the meal requirements.
- **Emergency Meals:** Emergency meals are a type of shelf stable meal. Meals intended for use in emergencies need to contain foods suitable for situations where one may not have access to potable water, a means to store uneaten portions of time/temperature control for safety (TCS) foods, a way to cook or heat foods, or a sanitary place for preparations. Emergency meals are exempt from the nutrient requirements for sodium, but must adhere to the federal 1/3 Dietary Reference Intakes (DRI), unless reimbursed using state Home and Community-Based Services (HCBS) funds during an emergency declared by the Governor of South Carolina. Note: Title III and State funds can continue to be used to fund emergency meals that meet federal 1/3 DRI requirements.
- **Picnic Meals:** Hot or cold meals served in a location other than the group dining meal site. The CONTRACTEE shall provide a two-week notice to the VENDOR when ordering Picnic Meals. The picnic menus are to be planned and coordinated with the CONTRACTEE's current menu and with the participants' preferences in mind. The VENDOR shall agree to deliver the picnic meals on the day of the event at the usual location or at another agreed upon location. Picnic Meals shall be furnished at the same price as Daily Prepared Meals.
- **Special Event Meals:** Hot or cold meal for a planned special event such as an ethnic or holiday meal.
- **Deli:** Cold daily meal or cold second meal. The CONTRACTEE shall provide an agreed upon notice to the VENDOR whenever ordering deli meals. Deli meals shall be delivered to the site at a temperature no greater than 41⁰F as specified by SCDHEC 61-25. Individual components of the meal shall be individually portioned and wrapped. Sample Deli Meal menus may be provided by the CONTRACTEE.
- All meals paid for by Federal or State funds shall be subject to OAA requirements for meals. Exceptions to this are Picnic and Special meals for which the CONTRACTEE secures alternative funding for and specifies this exception, with the date of the event to the VENDOR in writing, at the time the order is placed, or Emergency Meals funded by state HCBS funds during an emergency declared by the Governor of South Carolina.
Note: While Emergency Meals funded by state HCBS funds during declared emergencies are exempt from the 1/3 DRI requirement, the LGOA expects every effort be made to follow and to meet the DRI requirements as closely as possible. Emergency meals that meet the federal 1/3 RDI requirement can continue to be funded through Title III or state funding sources.

Optional Beverage Service with Meals

A CONTRACTEE may ask for a bid with daily beverage included for group dining sites only. If this option is exercised, the VENDOR shall provide urns, sugar, sugar substitute, creamer, six or eight ounce cups for hot liquids, and stirrers. The VENDOR shall provide a dispenser, ice, unsweetened tea, sugar, sugar substitute, stirrers, and nine or ten ounce cups for iced tea. The CONTRACTEE may request only one optional beverage. However, the CONTRACTEE can switch the option according to seasonal preference. The size of the urns and dispensers provided to each site shall be large enough to accommodate the number of group dining meals ordered for the site.

Financial Statement from the Bidder

The bidder shall submit the most recent independently audited annual financial statements, giving evidence of financial status and references for verification.

Location of VENDOR and Production Facilities

The bidder shall submit information on food preparation and production facilities using ATTACHMENT A. Information on the number, type and age of delivery vehicles shall be included in this description.

Quality Assurance for Food and Food Preparation and Production**Food Preparation and Safety**

All food served shall be wholesome and of good quality. The CONTRACTEE reserves the right to inspect foods and/or purchasing records to determine compliance with the specifications and to reject any food not meeting such specifications.

- Foods shall be prepared in production facilities and use processes and procedures that meet, and/or exceed, the requirements of the SC Department of Health and Environmental Control (SCDHEC) (published in Food Service Establishments, Regulations-61-25), local occupancy, and fire safety requirements, and have adequate security.
- VENDORS shall provide, on the daily meal delivery form, the times and temperatures of all time/temperature control for safety (TCS) foods. The time shall represent when the food was removed from temperature control (i.e. when foods were removed from a heating or cooling source).
- The daily meal delivery form shall have a place for the meal sites to document the time and temperature of TCS foods for up to four monitoring points (arrival, plating of home-delivered, prior to group dining service and an optional point.)
- VENDORS shall have a written protocol to ensure the correct food items and amounts of food items are delivered to sites. The CONTRACTEE shall establish a threshold of errors upon which to measure contract performance.
- CONTRACTEES and the LGOA reserve the right to inspect kitchen facilities at any time. Inspections may include such items as review of quality control and/or HACCP processes and documentation, purchasing records, inventory systems, maintenance schedules of preparation and delivery equipment, staffing levels, training records and/or credentials of staff, and inspection reports.
- In the event that any person eating meals prepared under this contract becomes ill as a result of food poisoning and it is determined by SCDHEC to result from negligence of the VENDOR, the CONTRACTEE shall have justification for immediate cancellation of the contract.
- Violations of providing food at inappropriate temperatures, excessive substitutions,

unapproved menu changes, missing food items, and/or insufficient quantities shall be justification for non-payment of the meal component(s) in violation, plus penalties, and/or cancellation of the contract. In the event VENDOR errors, of the types listed above, exceed the tolerances set by the CONTRACTEE, the VENDOR may be required to pay a penalty equal to 10% of the purchase price of the meal component(s) in violation.

Frozen Meal Requirements when Prepared by the VENDOR

Frozen meals must be produced using blast-chill/blast-freeze technology and equipment and follow a quality assurance or HACCP plan. The processes used shall meet local, state, and federal requirements for the production of frozen meals containing meat and poultry products. Frozen meals produced by a non-USDA regulated facility must have written authorization from SCDHEC and the SC Meat-Poultry Inspection Department indicating that the process and facility meet with their guidelines for safety and quality.

Requests for written authorization to produce frozen meals shall include descriptions (and/or diagrams) for the following: (1) number of meals to be frozen daily; (2) marketing intentions; (3) equipment to be used ; (4) the facility to be used (5) the production process to be used; and (6) the number of personnel, their duties, required education and experience.

These requests should be sent to:

Director

Food Protection Division

Mailing address: 2600 Bull St, Columbia, SC 29201

Physical address: 8500 Farrow Rd.

Columbia, SC 29203

Phone: 803-896-0640, and/or

Director

SC Meat-Poultry Inspection Department, Sandhills Experimental Station

Mailing address: P.O. Box 102406, Columbia, SC 29224-2406

Physical address: 500 Clemson Road, Columbia, SC 29229

Phone: 803-788-2260

To ensure quality of frozen meals during storage and transportation, the VENDOR shall take any measures necessary to ensure that all meals remain in a solid-frozen state during storage, packing and transport in accordance with USDA and SCDHEC guidelines. The CONTRACTEE, or its authorized designee, is responsible for maintaining the frozen state during transport of home-delivered meals.

CONTRACTEE Food Specifications

All food used in the preparation or service of meals for the CONTRACTEE shall be of high quality and meet any required standards and guidelines of the SCDHEC and the USDA. Food shall be from sources approved or considered satisfactory by the SCDHEC and USDA; shall be properly labeled; shall be free from spoilage, adulteration, and other contamination; and shall be safe for human consumption. No home-prepared or home-canned food is allowed.

The following minimum food standards must be met:

1. Canned Fruits and Vegetables – USDA Grade A
2. Fresh Fruits and Vegetables – #1 Quality
3. Poultry – USDA Grade A or better
4. Beef – USDA Choice or better; lean cuts should be selected and cooking methods that promote tenderness used

5. Pork – USDA #1 or better; lean cuts should be selected and cooking methods that promote tenderness used
6. Ground Meats (beef, pork and poultry) shall not exceed 20 percent fat by weight
7. Fish – all fish and seafood products shall be of comparable quality to USDA guidelines for beef and poultry
8. Eggs (or pasteurized eggs) – USDA Grade A or better
9. Milk and milk products (fluid or dry) – pasteurized and USDA Grade A
10. Salt – Iodized

The CONTRACTEE reserves the right to modify the above requirements to a more stringent level, in accordance with the LGOA Policy and Procedure Manual, should items meeting the specifications not be acceptable to participants of the program. The CONTRACTEE may not lessen the food quality specified above.

Tested quantity recipes, adjusted to yield the number of servings needed, must be used to achieve consistent and desirable quality and quantity. Only actual recipe ingredients, that have been accurately identified, should be used in the nutritional analysis. The VENDOR shall maintain a recipe file at each production site and provide the CONTRACTEE with a copy of these recipes when requested.

Foods must be selected, stored, and prepared to assure maximum nutritional content. Specific attention should be given to batch cooking and short cooking times, minimizing the use of water in the preparation of vegetables and minimal holding times for foods. When delivered, the food shall be appetizing, attractive in color and texture, lightly seasoned and not greasy. Whenever possible, herbs and spices appropriate to the dish, should be utilized to reduce the amount of sodium added in food preparation. Minimize use of fat and salt (sodium) in food preparation. Fats should be primarily from vegetable sources and in a liquid or soft (spreadable) form (polyunsaturated and monounsaturated fats) that are lower in partially hydrogenated fat (trans fatty acids), saturated fat and cholesterol.

III. MENUS FOR NUTRITION SERVICES

Cycle Menus

Daily prepared and frozen meals shall have a four-week cycle of menus planned at least quarterly. One or more representatives of the VENDOR (including a Registered Dietitian) and the CONTRACTEE (including a Registered Dietitian) must meet in a mutually agreeable location to review draft menus. At least two weeks prior to the quarterly review meeting, the VENDOR shall submit the draft menus with nutritional analysis to the CONTRACTEE. The menus and nutritional information shall follow the format of Attachment B. The nutrient analysis must conform to the Nutrient Requirements and Values for Analysis chart. Final approval of all menus rests solely with the CONTRACTEE.

Shelf Stable meals used on a regular basis for home-delivered meals shall have a minimum of a two-week menu cycle to insure variety for the client.

In accordance with LGOA Policies and Procedures, Deli meals may be used for selected participants as the second meal of the day, as weekend meals, or in special circumstances. The menu cycle for these meals may be two weeks in length. Meals may not repeat on any consecutive days or on the same day of the week. When used as a second meal of the day, documentation that 2/3 of the daily DRI has been met must be provided per OAA Section 339(2)(i-ii). Meals provided as weekend meals or in special circumstances must either meet nutrient requirements individually or be included in the weekly nutrition analysis.

Special meals and picnic meals shall be planned to meet client preferences. Nutrient analysis for special and picnic meals may be conducted as part of the weekly menu or as stand-alone meals.

The VENDOR shall furnish one copy of the final approved menus, nutrient analysis and the serving utensil guide to the CONTRACTEE 20 days prior to the serving of said menu. The VENDOR shall furnish necessary copies of quarterly menus, the serving utensil guide and post menus at each site two weeks prior to the serving of said menu. The weekly posting menus shall be in large print (no smaller than 14 point).

Changes to the approved menu may be made only with prior approval of the CONTRACTEE. VENDORS should notify the CONTRACTEE as soon as possible when it is identified that a menu item needs to be changed. Foods of similar nutritive value shall be used when making changes. All changes must be reviewed and approved by a registered dietitian (RD), prior to serving. The CONTRACTEE reserves the right to have their RD approve menu changes. After approval from the CONTRACTEE, it shall be the responsibility of the VENDOR to notify serving sites and provide updated, approved menus in advance of serving the menu.

Note: If the VENDOR provides meals from more than one production site, all production sites must use the same products and follow the same standardized recipes.

Meal Requirements for Nutrition Services

In accordance with the OAA and LGOA requirements, each meal and all menus must be planned in consultation with a registered dietitian, utilize guidance from the most recent DGA and reflect participants' preferences. Religious, ethnic, cultural or regional dietary requirements or preferences of a major portion of the group of participants at a group dining site shall be reflected in the planned menus. Holiday and/or special event meals shall be planned at the menu review meeting preceding the holiday or special event.

Food items within the meat, vegetable, fruit, and dessert groups shall be varied within the week and not repeated on the same days of consecutive weeks. A variety of food attributes and combinations shall be considered in menu planning.

All regular diet menus, both daily prepared and frozen meals, are to meet the requirements in these bid specifications. Meals that are not funded by Federal or State funds do not have to meet the requirements. Shelf stable meals for use in emergencies are exempt from the sodium requirements. Additional requirements for modified and therapeutic diet menus are specified in Chapter 503, Section 503L of the LGOA Policy and Procedures Manual.

Nutrient Requirements and Values for Analysis

All meals funded by OAA and state funds shall comply with the current DGAs and 1/3 DRI requirements. Note: Only meals funded with state funds during an emergency declared by the Governor of South Carolina are exempt from the requirements.

Nutrient requirements supersede the Meal Pattern. If the nutrient requirements are met, that is sufficient. The Meal Pattern is meant as a planning guide to ensure nutrient requirements are met. The values represent one-third of the Dietary Reference Intake, where established, for individuals greater than 70 years. Where there is a difference by sex, the higher value was used. These nutrient values should be used to evaluate and prove menu compliance via nutrient analysis.

The guidelines for acceptable nutrient levels apply to all meals paid for by Federal and State funds unless explicitly exempt in this document.

Nutrient Requirements and Values for Analysis

Nutrient	Target Values (represent 1/3 of daily DRI)	Compliance Values Averaged over 1 week
Calories (Kcal)	more than (>) 600	625 - 800
Protein (% of meal calories)	more than or equal to (\geq)15% of total calories	>15% of total calories
Fat (% of meal calories)	Less than (<) 35%	20% – 35%
Fiber (gm)*	\geq 8 gm*	9 gm
Vitamin A (μg microgram)*	300 μ g*	300 μ g
Vitamin C (mg)	30 mg	30 mg
Vitamin B6 (mg)*	0.6 mg*	.57 mg
Vitamin B12 (μg)*	0.79 μ g*	0.79 μ g
Calcium (mg)*	400 mg*	400 mg
Magnesium (mg)*	140 mg*	140 mg
Zinc (mg)*	3.7 mg*	3.7 mg
Sodium (mg)*	\leq 1200 mg*	1100 mg
Potassium	1565 mg*	1565 mg

Target Values with an asterisk* may vary from the daily target value listed as long as the weekly Compliance Value Average is met. Nutrients without an asterisk (calories, protein, and vitamin C) should meet Target Values daily. No individual meal should be less than 600 calories.

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). It is the responsibility of the AAA, its contracted provider and caterer to ensure that current nutrient target values are met.

Important Nutritional Guidelines Links

<https://www.acl.gov/programs/health-wellness/nutrition-services>

<https://health.gov/dietaryguidelines/2015/guidelines/>

<https://www.nal.usda.gov/fnic/dietary-reference-intakes>

Note: The services of a registered dietitian shall be utilized to ensure compliance with the DRI. To comply with the specific nutrient requirements outlined in the menu bid, menu planners shall use computer assisted nutrient analysis to generate their menus. (Emergency meals are required to meet 1/3 DRI, excluding the sodium requirement and any exclusions noted for HCBS funds during declared emergencies.)

To increase menu variety, slight increases in the one-third (1/3) DRI minimums for fat and sodium may occur twice per menu cycle. The daily values for sodium must not exceed 2300 milligrams and fat shall not exceed 35%.

The CONTRACTEE shall inform the bidders of the nutrient analysis needs in accordance with OAA Section 339(2)(A)(ii) for nutrient analysis of more than one meal per day. Meals provided as weekend meals must either be included in the weekly analysis or meet standards on an individual basis.

Note 1: Fortified foods may be used to meet certain vitamin requirements. The major portion of Vitamin A should be from vegetable (carotenoid) sources.

Note 2: Frozen meals that do not comply with the nutrient requirements must be supplemented with additional foods and have a nutrient analysis that includes the additional foods. Additional food selection should follow the current DGA recommendations to compliment the meal.

Food Groups and Meal Pattern for Nutrition Services

The meal pattern below provides approximately 685 calories per meal and is provided as a menu planning tool. The number of servings for each food group is based on the Dietary Reference Intakes and Dietary Guidelines in Older Americans Act Nutrition Program: An Issue Panel Report, with guidance from the Dietary Guidelines for Americans (DGA) 2015. The serving pattern illustrates the food groups and number of servings generally required to meet the OAA nutrient requirements.

Food Group	Servings per Meal	Recommendations and Notes
Fruit	1 serving (1/2 cup or equivalent measure)	Serve whole or cut fruit more often than juice to increase fiber.
Vegetable 1 fruit may be substituted for 1 veg	2 servings (1/2 cup cooked, 1 cup raw or equivalent measures)	At least 1 dark green leafy, 1 dark orange and 1 serving beans and peas* every week.
Grains	2 servings 1 ounce [oz.] bread or roll, 1/2 cup pasta, rice	Whole grains are recommended for at least half of the grain servings.
Protein - Meat, Fish, Cheese, Eggs and Beans* Alternative proteins may be used in combination	1 serving of 3 oz. meat or meat equivalent. 1 oz. meat equivalent = 1 egg, 1 oz. cheese, 1/2 cup beans, 1 Tbsp. peanut butter, 1/3 cup cottage cheese.	Lean protein sources should be emphasized. *Beans and peas may be used as a protein source but may not count as both a protein and a vegetable in the same meal.
Milk	1 serving (8 oz. fluid milk, 8 oz. yogurt)	Pudding and other foods made with milk should be considered for the proportionate amount of milk used in their preparation.
Dessert (optional)		Should come from existing food groups such as fruit, grain, and milk groups.
Accompaniments**	1-2 servings	See accompaniments under Section E below.
Beverages		Water, Tea, Coffee in addition to those listed in other food groups

* Green beans and green peas are counted as a vegetable only.

**Accompaniments include margarine, mayonnaise, condiments, sauces, and spreads to compliment the meal.

Food Group Components and Serving Sizes

The number of servings in the chart above reflect an appropriate distribution of foods for the day, particularly for lunch and dinner meals. Servings from a food group may be combined as one large serving. For example, 2 servings from the bread or bread alternate group may be provided as two slices of bread for a sandwich or one cup of pasta or rice. They could also be provided as 1/2 cup pasta and one slice of bread.

The VENDOR shall adhere to the most recently published USDA DGA for general direction on food group components, including foods that should be emphasized and foods that should be limited. The VENDORS shall also adhere to all USDA regulations and food classifications.

When CONTRACTEE selects weekly delivery of shelf-stable or blast-frozen meals, quart and pint size containers of milk may be used.

Accompaniments

- If accompaniments and/or condiments are served, nutrient analysis should show that the distribution of fat, calories and carbohydrates remains within an acceptable range for the meal.
- Each serving may be approximately one teaspoon of fortified margarine or butter, mayonnaise, salad dressing or vegetable oil. However, every effort should be made to eliminate or limit foods containing trans-fatty acids from partially hydrogenated oils.
- Include traditional meal accompaniments as appropriate, including condiments, spreads, and garnishes. Examples include: mustard and/or mayonnaise with a meat sandwich, cranberry sauce to accompany turkey items, tartar sauce with fish, salad dressing with tossed salad and margarine with bread or rolls. Limit use of high sodium and high fat items.

Beverages

- Dehydration is a common problem in older adults. Therefore, at a minimum, drinking water should be available with all meals. Beverages, in accordance with the Optional Beverage Service with Meals clause, may be provided.
- Milk is not a required beverage as long as calcium requirements are met.
- Other beverages, such as 100% fruit juices, may be served occasionally, as long as nutrient targets are met. Low nutritive value beverages that provide excess calories, such as fruit flavored beverages and sweetened drink mixes, should be avoided.
- Non-nutritive beverages (i.e. sugar-free drinks) do not help meet nutrition requirements but can help with hydration.

Resources to Identify Foods High In Specific Nutrients

Foods considered good sources of specific nutrients should be utilized in selecting menu items and menu substitutions to meet nutrient requirements. The VENDOR shall have the capability to identify and include food sources that meet the needs of the population served. Any menu changes and last minute food substitutions must be foods of similar nutritive value and follow the approval process of making such menu changes and substitutions as outlined by the CONTRACTEE in this meal bid document.

Minimal resources include:

The DGA: <https://health.gov/dietaryguidelines/2015/guidelines/>

The USDA general resource on vitamins and minerals:
<http://fnic.nal.usda.gov/food-composition/vitamins-and-minerals>

The USDA's National Nutrient Database, Nutrient List:
<http://ndb.nal.usda.gov/ndb/nutrients/index>

Additional resources from the National Policy and Resource Center on Nutrition and Aging are available online at <http://nutritionandaging.org/>

CONTRACTEE Menu Changes, Substitutions, Shortages and Replacements

All changes to the menu (after it has been approved) and any menu substitutions should meet food specifications, be of equivalent nutritional value and must be made in consultation with a registered dietitian. Menu changes must be pre-approved by the CONTRACTEE in accordance with these meal bid specifications. The CONTRACTEE may provide the VENDOR with a list of approved food substitutions.

Menu substitutions, due to last minute supplier shortages or production issues by the VENDOR, shall be limited to six per year. The VENDOR shall notify the CONTRACTEE and all meal sites as soon as possible, related to any substitutions. The VENDOR shall maintain documentation of all menu substitutions with the reason the substitution was necessary, the replacement food and date served.

Changes to the menu, during the cycle period, may be made by the VENDOR with the prior approval of the AAA. Notice of the change, with the reason, the food being removed, and food being added, must be given in advance to the CONTRACTEE for approval. The changes must be of similar nutritional value and approved by a registered dietitian before serving. After approval, a revised master menu and the menus for posting (in 14 point font) shall be submitted to the CONTRACTEE and meal sites, respectively. The CONTRACTEE shall state the process for VENDORS to submit menu changes for approval.

In the event the VENDOR makes additional food substitutions, unapproved menu changes and/or other violations as listed on page 5, the CONTRACTEE shall not be responsible for payment for the menu items and penalties may be assessed in accordance with page 5 of this document. Both parties shall retain records of food outages, substitutions and other delivery errors. Information will be used in the performance evaluation at review meetings.

Likewise, any omitted (i.e. not delivered) or insufficient quantity menu items, shall not be honored by the CONTRACTEE; the cost of said items shall be deducted from the bill as a portion of the total menu cost.

The VENDOR shall provide reimbursement to the CONTRACTEE or CONTRACTEE'S representative, within one week, for any out of pocket expenses incurred for replacement food items. If the VENDOR, to replace an ordered meal that was not delivered, must purchase a full meal, the VENDOR may bill the CONTRACTEE for each replacement meal up to the amount of the contracted cost. Whenever the VENDOR provides reimbursement for replacement meals, the CONTRACTEE shall report the replacement meals as ordered and delivered. In the event VENDOR errors of the types listed above, exceed the tolerances set by the CONTRACTEE, the VENDOR may be required to pay a penalty equal to 10% of the purchase price of the meal component in violation.

The CONTRACTEE is responsible for ensuring any foods purchased by their authorized representative to replace omitted or insufficient quantity foods, are those of similar nutritive value and that the portion size is sufficient.

IV. VENDOR'S General Requirements

All equipment and vehicles used in the preparation, transportation, service and delivery of food must have records of appropriate maintenance, meet the current requirements of the South Carolina Department of Health and Environmental Control (SCDHEC) and be approved by the appropriate county health department. Before entering into a contract, the VENDOR must have an operating license for the facility and appropriate equipment must be NSF (formerly known as the National Sanitation Foundation) approved. The VENDOR shall retain maintenance records on all equipment owned by the VENDOR to ensure the equipment is in good working order.

Temperature Maintenance of Potentially Hazardous Foods

*The term Time/Temperature Control for Safety (TCS) food has replaced Potentially Hazardous Foods in the DHEC 61-25 foodservice operation regulations.

TCS foods are those foods that require time and/or temperature control to limit pathogenic microorganism growth or toxin formation. TCS foods include: poultry, meat, meat products, fish, shellfish, eggs, milk and milk products, high protein foods, low acid foods, puddings, gravies and sauces, custards, tofu, cooked plant foods (potatoes, beans, rice, vegetables, fruits, oatmeal, pasta, etc.), salads (such as tuna, chicken, potato, and macaroni) cantaloupe, cut tomatoes, cut leafy greens (tossed salad) and raw seeds sprouts. Due to the fact that a population highly susceptible to food borne illness is served in the execution of this contract, time alone may not be used as a control factor.

TCS food requiring refrigeration after preparation shall be cooled to and maintained at, an internal temperature of 41⁰ Fahrenheit (F) or less, using processes that meet current state regulations set by SCDHEC and any guidance issued by the U.S. Department of Agriculture (USDA).

TCS food shall be packaged and transported in closed thermal containers and enclosed vehicles in a manner that will maintain required temperatures according to regulations set by the SCDHEC. The current required minimum holding temperature for heated food is 135⁰ F and 41⁰ F for cold foods. After removal from electric or gas powered temperature control, foods shall be held at proper temperatures for no more than four hours before serving.

The VENDOR shall keep daily records on the time and temperature of all potentially hazardous foods at required times and provide these records upon request. The time and temperature when the food was removed from temperature control (i.e. when foods were removed from a heating or cooling source) shall be reported to each meal site via the meal voucher on a daily basis. These records shall be kept for a period of three years. The CONTRACTEE is responsible for ensuring the entire length of time food is held above does not exceed four hours.

The CONTRACTEE shall work with the VENDOR to develop preparation and delivery systems and schedules which adhere to all applicable local, state and federal guidelines, regulations and policies. If necessary, vehicles must be equipped with adequate facilities, automatic in operation and thermostatically controlled, for maintaining food at safe temperatures that meet SCDHEC temperature requirements.

In addition to the above requirements for transporting the food, the VENDOR shall provide support and equipment, as requested and negotiated, necessary for maintaining safe temperatures during the entire holding time for foods (until served or packed for delivery to the client).

Equipment for Daily-Prepared and Picnic Meals

The VENDOR shall be responsible for providing service equipment as specified by the CONTRACTEE. The VENDOR shall provide, with the daily food delivery, clean and sanitized serving utensils that are appropriate to provide the correct amounts of foods in accordance with the nutrient analysis. These utensils will be listed on the Menu Portioning Guide that accompanies the menu.

The VENDOR shall provide at least one, properly calibrated dial or digital style thermometer to each site. CONTRACTEES should be given written instructions on re-calibrating the thermometers to ensure the accuracy of each. The VENDOR shall ensure that meal sites have working thermometers for all meals for which food is provided and that the thermometers are labeled for easy identification.

When the beverage option is selected, a stainless steel coffee maker or thermoplastic tea urn shall be provided to each site, dependent upon the beverage choice of the CONTRACTEE. The number of meals served at the site shall determine the size of the beverage containers. The

VENDOR shall provide written instructions for proper operation and cleaning of beverage equipment. Staff at the meal site will be responsible for proper operation and cleaning of coffee makers and tea urns.

Supplies such as disposables, gloves and other equipment outlined under Required Bid Content Between Contractee and Vendor on Page 2, as appropriate to the needs of each meal site may also be included.

VENDOR's Equipment for Frozen Meals

Frozen meals must be stored at zero degrees Fahrenheit. During transportation and delivery, the meals must remain frozen solid to the touch. The VENDOR shall take any measure necessary to provide equipment and vehicles to ensure they remain in this state. The CONTRACTEE may ask for a meal replacement if the frozen meal is not frozen to touch upon delivery.

The fresh, canned, or frozen food items, which are used to supplement a frozen entrée, must be handled appropriately.

Equipment needed at dining sites to properly handle and prepare these meals shall include chest freezers, convection ovens, milk containers and refrigerated units. Maintenance of this equipment, when provided by the VENDOR, shall be the responsibility of the VENDOR, but daily cleaning of the equipment shall be the responsibility of the meal site personnel.

VENDOR'S Equipment for Non-Perishable Meals

Non-perishable and Emergency Meal components shall be stored in a dry, temperature-controlled location, as are other dry goods, and where contents will remain intact without denting, crushing, etc. The VENDOR shall adhere to all current food storage and preparation requirements and regulations set by the South Carolina Department of Health and Environmental Control (SCDHEC).

VENDOR Delivery of Meals

Daily-prepared food shall be delivered to nutrition sites in bulk. It shall be packaged so that there will be a minimum of spills in the carrier. Foods for group dining and home-delivered meals shall be packed together when the combined amount is less than 30 meals per day and when it benefits compliance with food safety temperature requirements. The VENDOR shall take any necessary measures including, but not limited to, reducing fill level and covering pans with stretch plastic film, aluminum foil and/or metal lids to prevent spillage. Carriers shall be provided in a size and/or quantity to contain all food delivered to the sites. Special care shall be taken in packaging cold food to prevent melting ice from contacting food.

The VENDOR shall be flexible regarding the number of daily meals. A combined average volume (group dining and home-delivered meals) of 25 meals per meal site is the minimum volume for maintaining safe temperatures. For daily-prepared meals, the CONTRACTEE and its authorized designees shall notify the VENDOR, each serving day, using a mutually agreed upon time and method, to order the number of meals required for the next serving day. This shall constitute a purchase order, which shall cover the maximum billing for that order. Only those persons authorized by the CONTRACTEE have the authority to make a change in the number of daily meals. CONTRACTEE shall provide a list of authorized persons at the time the contract is executed.

The VENDOR shall follow an established delivery schedule for each of the meal sites to ensure that meals are served at the given time and within the allowed time limits for serving safe food.

The VENDOR shall not deliver meals before arrival of staff at a meal site without a written agreement from the CONTRACTEE and/or an authorized designee.

Upon delivery of meals to each meal site, an authorized representative of the CONTRACTEE shall sign a receipt/voucher in multiple copies to verify receipt of the correct food order, with copies to be retained by the VENDOR and the CONTRACTEE. Such receipts/vouchers shall list the number and types of meals ordered and received. It is at this point that the site personnel should be verifying and documenting the temperature of food delivered. Meal site staff is responsible for submitting receipts for each delivery, entering the number of meals delivered, noting any discrepancies and rating general food quality. Copies of these receipts shall be kept by the CONTRACTEE for a period of three years in the event the AAA or LGOA requests to review them.

VENDOR and CONTRACTEE Supply Responsibilities

The VENDOR is responsible for supplying daily prepared foods in thermal delivery containers that minimize the change in food temperatures. With the daily delivery appropriately-sized, clean and sanitized serving utensils should be provided. The VENDOR should have a method to ensure a working food thermometer is available for all days of service.

The CONTRACTEE's authorized designees are responsible for: rinsing/removing food debris from equipment (utensils and serving pans); wiping any spills from thermal delivery containers; placing the rinsed and dry equipment into the delivery units and having it ready for pick up at the next delivery. The CONTRACTEE's authorized designees are responsible for taking inventory and requisitioning supplies from the VENDOR in a timely manner that ensures a perpetual inventory. The CONTRACTEE's authorized designees are responsible for monitoring the operation of the supplied food thermometer and making timely requests for replacement when required.

Both the VENDOR and CONTRACTEE shall rotate inventory of any edible supplies to ensure freshness.

VENDOR Management and Supportive Personnel

The VENDOR shall have a working knowledge of the Older Americans Act (OAA) Nutrition Program and all policies and procedures of the Lieutenant Governor's Office on Aging (LGOA) and the Area Agency on Aging. The VENDOR shall be available to participate, upon invitation, in Nutrition Program activities that are held throughout the contract area. Supportive personnel including, but not limited to, a Registered Dietitian that plans menus, standardizes recipes and ensures the integrity of the menus and nutrient analysis shall be available to the CONTRACTEE and all sites served under the contract for technical assistance related to the implementation of the contract. The name of the person at each food production center whose primary responsibility is the management of the food service for the VENDOR must be provided to the CONTRACTEE. The VENDOR shall designate an individual to serve as the primary liaison to the CONTRACTEE.

VENDOR management personnel shall be available to the CONTRACTEE at least annually to provide training in portion control, food safety, proper care and cleaning of equipment and other related issues to meal site managers and staff. Lines of communication shall be open between the VENDOR and the CONTRACTEE. The VENDOR shall agree to employ older workers, if possible.

A written report of all visits and training sessions conducted by the VENDOR shall be provided to the CONTRACTEE within two weeks of completion of all visits and trainings conducted. The CONTRACTEE shall keep these reports on file to provide upon request.

VENDOR and CONTRACTEE Emergency Procedures

The VENDOR shall provide a copy of its emergency procedures for delivering food in the case of truck or equipment breakdown.

A one day supply of non-perishable meals must be kept in inventory at each production site in case of equipment breakdown or other unavoidable emergency.

As a general rule, in the event of hazardous weather or an emergency situation, if the public schools are closed or open late, the site shall also be closed or open late. (All VENDORS and CONTRACTEES shall abide by the emergency closing protocols found in Chapter 400, Section 409 and Chapter 200, Section 206(R) of the South Carolina Aging Services Policies and Procedures Manual).

The manager for the CONTRACTEE and production center manager(s) are responsible for notifying each other prior to 7:00 a.m. if hazardous weather conditions exist in either the contract area or the production center area.

If the production center manager is notified prior to 7:00 a.m. of a site closing due to hazardous weather, the food already prepared shall be promptly frozen or refrigerated, as appropriate, and that day's menu shall be substituted for the following day's menu if applicable.

If a delivery truck has departed from the production site(s) prior to a 7:00 a.m. cancellation of meals by the CONTRACTEE, the CONTRACTEE is not liable for payment for those cancelled meals.

The CONTRACTEE and production center managers are responsible for providing each other with current telephone numbers for emergency use only. In the case of a late opening, a change in serving time may be agreed upon between the VENDOR and the CONTRACTEE if weather conditions are expected to improve in time for delivery before 1:00 p.m.

VENDOR Minimum Insurance Coverage

The SUBGRANTEES of the Lieutenant Governor's Office on Aging (LGOA), known as the Area Agency on Aging (AAA), will not reimburse the CONTRACTEES if the VENDORS do not carry at least the minimum insurance coverage for Worker's Compensation, Comprehensive (including products) and Automotive Liability. It shall be the responsibility of the AAAs to ensure that CONTRACTEES only obtain services from VENDORS that have at least the minimum insurance coverage as determined by the AAAs and VENDORS, based on current recommended minimum levels from the South Carolina Department of Insurance and insurance industry standards for each planning and service area.

The awarded VENDOR shall furnish to the CONTRACTEE, within 10 days after written acceptance of bid, a copy of the Liability Insurance Certificate. The award shall not become effective until receipt of the required Liability Insurance Certificate.

VENDOR and CONTRACTEE Meal Service Reporting and Billing

The VENDOR shall supply all reports requested by the CONTRACTEE and the CONTRACTEE shall make these reports available to the AAA upon request. Working through the AAA, the Lieutenant Governor's Office on Aging (LGOA) reserves the right to review these documents as well. The VENDOR shall bill the CONTRACTEE on the last day of each month. The CONTRACTEE shall pay such billings within an agreed upon time of invoice receipt. Both the

CONTRACTEE and VENDOR are responsible for mutual agreement and documentation on numbers of meals ordered and delivered on a monthly basis for reporting/billing purposes.

V. VENDOR Program Assurances

The VENDOR shall guarantee that the meals conform to the requirements of the contract, the Older Americans Act (OAA), SC DHEC Regulation 61-25, the most recent DGA-DRI and the nutrition policies of the Lieutenant Governor's Office on Aging (LGOA). Each menu shall be reviewed, approved and signed by a registered dietitian. Copies of the signed and approved menus, with a record of menu changes and substitutions, must be retained by the VENDOR and made available to the CONTRACTEE, AAA, and/or LGOA upon request.

The VENDOR shall allow representatives of the Administration for Community Living (ACL), United States Department of Agriculture (USDA), Lieutenant Governor's Office on Aging (LGOA) and CONTRACTEE to conduct on-site review of the VENDOR's Production Center(s) without prior notice.

The VENDOR must meet, as appropriate, with the CONTRACTEE'S manager, site managers and site committees to make adjustments in the meal service to meet religious, ethnic, cultural, or regional dietary requirements or preferences. On a quarterly, or other mutually agreed upon basis, the CONTRACTEE and VENDOR shall meet to discuss contract performance for the past period with the purpose of discussing and identifying solutions to any issue related to the implementation of this contract.

The VENDOR shall keep full and accurate sales and procurement records related to purchases and sales covered by the contract. All such accounting and menu records shall be kept on file for a minimum of three years after the end of the federal fiscal year to which the records pertain or any other time period which the CONTRACTEE may designate from time to time. The VENDOR shall agree that authorized auditors and officials, upon request, shall have access to all such records for audits and reviews at a reasonable time and place. The authorized officials shall have the right to conduct on-site reviews of the food handling service, transportation and operations.

No equipment, except NSF (formerly known as the National Sanitation Foundation) approved insulated containers for home-delivered meals, shall be furnished or maintained by the CONTRACTEE. The VENDOR shall supply and maintain approved automotive vehicles, insulated containers and other equipment (including utensils, cutlery, service ware, cups, straws, napkins, accessories and condiments) appropriate for the storage, preparation, delivery, and serving of hot and cold foods and frozen meals and abide by all safety measures and sanitary practices in handling operations.

In the event that the VENDOR fails to deliver any meal(s) or other food to the designated sites as agreed upon, the CONTRACTEE may procure a meal(s) or other food elsewhere and charge the VENDOR the cost of such replacement or any other expense incurred in procuring such replacement.

A VENDOR contract shall be deemed as non-compliant and shall be justified for immediate cancellation of the contract if, without prior notice and communication, the VENDOR fails to deliver scheduled meals for a three day consecutive period, or if any person eating meals prepared under this contract becomes ill as a result of a food-borne illness attributed to the negligence of the VENDOR, as determined by the South Carolina Department of Health and Environmental Control (SCDHEC).

The VENDOR shall not subcontract any portion of the contract to another food service company without prior written approval by the CONTRACTEE. The CONTRACTEE must notify the AAA and LGOA of any subcontracts.

The VENDOR shall be responsible for all fees, taxes and licenses required for operating under this contract.

The VENDOR shall be flexible regarding the number of meals to be provided at each site from day to day.

Both the CONTRACTEE and VENDOR shall maintain financial and menu documents pertaining to this contract for three years.

VI. General Conditions and Compliances for VENDORS Civil Rights Act of 1964, title VI and VII

The VENDOR shall abide by all federal and state employment laws, regulations, and requirements, including but not limited to, the Civil Rights Act of 1964, Title VI and VII, the Americans with Disabilities Act, and the United States Department of Labor (USDOL) Employment Standards Administration.

VENDOR and CONTRACTEE Indemnification

The VENDOR shall act as an independent contractor and not as an employee or agent of the CONTRACTEE in operating the aforementioned services. The VENDOR shall be liable and agree to be liable for, and shall indemnify, defend and hold the CONTRACTEE harmless, for all liability incurred claims, suits, judgments or damages arising from the operation of the aforementioned services during the course of the Agreement.

Termination of VENDOR

Subject to the provisions below, the CONTRACTEE may terminate the contract for any reason, provided a 30 day written notice is given to the VENDOR in advance.

- Termination for Convenience: In the event that this contract is terminated or cancelled for the convenience of the CONTRACTEE without the required 30 days advance written notice, then the CONTRACTEE may need to negotiate termination costs with the VENDOR, if appropriate.
- Termination for Cause: Termination by the CONTRACTEE for cause, default or negligence on the part of the VENDOR shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The 30 days written notice in advance requirement is waived and the default provision shall apply.
- In Case of Default: In case of default by the VENDOR, the CONTRACTEE reserves the right to purchase any or all items in default in the open market, charging the VENDOR with any additional costs. The defaulting VENDOR shall not be considered a responsible bidder until the assessed charge has been satisfied.

The VENDOR may terminate the contract giving the CONTRACTEE no less than a 120 days prior written notice of intention to terminate as of the date specified.

The CONTRACTEE shall notify the AAA immediately upon termination of contract.

VII. Contract Period between VENDOR and CONTRACTEE

The contract shall run from July 1, 2018 through June 30, 2019, with the option of being renewed on an annual basis, not to exceed four additional years. This contract shall automatically extend on each anniversary date unless either party elects otherwise as allowed in

the contract. If the VENDOR elects not to extend on the anniversary date, the VENDOR must notify the CONTRACTEE of its intention in writing 120 days prior to the anniversary date. At renewal time, the CONTRACTEE may elect to add an optional service, which is stated in this contract, subject to negotiations and a written agreement between both parties.

Price changes may be negotiated to be effective on renewal date if extended. If the contract is extended beyond the initial contract year, price adjustments shall equal the change in the United States Consumer Price index for all urban consumers (CPI-U) for food away from home for the previous twelve month contract period. In the event of a major change in the quantity of meals, the CONTRACTEE reserves the right to negotiate the price based on market conditions.



ATTACHMENT A: LOCATION OF VENDOR AND PRODUCTION FACILITY

NAME OF VENDOR:	
OFFICE ADDRESS:	
PHONE:	
CONTACT:	

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

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

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



ATTACHMENT B :MEAL COST ANALYSIS WORKSHEET FOR HOT, DELI AND PICNIC MEALS

On the worksheet below, provide the **percentage** breakdown of the meal components listed.

FROZEN MEALS

Meal Cost Component	Percent of Total
1. Raw Food Cost	_____
2. Disposable Meal supplies (serve-ware, cutlery, napkins, glassware)	_____
3. Beverage Service	_____
4. Labor	_____
5. Equipment (thermal transport)	_____
6. Transportation/Delivery - Labor	_____
7. Transportation/Delivery – Equipment	_____
8. Administrative Expense	_____
9. Nutrition Education (if included in contract)	_____
TOTAL (should equal 100%)	_____



ATTACHMENT B :MEAL COST ANALYSIS WORKSHEET FOR FROZEN & SHELF STABLE MEALS

On the worksheet below, provide the **percentage** breakdown of the meal components listed.

FROZEN MEALS

Meal Cost Component	Percent of Total
1. Raw Food Cost (frozen)	_____
2. Raw Food Cost (fresh supplemental foods as applicable)	_____
3. Labor	_____
4. Equipment (thermal transport)	_____
5. Transportation/Delivery - Labor	_____
6. Transportation/Delivery – Equipment	_____
7. Administrative expense	_____
8. Nutrition education (if included in contract)	_____
TOTAL (should equal 100%)	_____

SHELF STABLE MEALS

Meal Cost Component	Percent of Total
1. Raw Food Cost (shelf stable)	_____
2. Raw Food Cost (fresh supplemental foods as applicable)	_____
3. Labor	_____
4. Equipment	_____
5. Transportation/Delivery – Labor	_____
6. Transportation/Delivery – Equipment	_____
7. Administrative expense	_____
8. Nutrition education (if included in contract)	_____
TOTAL (should equal 100%)	_____



ATTACHMENT D :PROJECT MENU PLAN FOR LUNCH/DINNER WEEK #: _____

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

Prepared by: _____ **VENDOR:** _____ **Effective Date:** _____ to _____

I certify that these menus meet the nutrition requirements as specified in the Meal Bid Specifications provided by the CONTRACTEE and the corresponding computer nutrient analysis indicates compliance with the *DGA-DRI*.

VENDOR Dietitian/Nutritionist

AND Registration Number / SC License Number



ATTACHMENT D: PROJECT MENU PLAN FOR BREAKFAST WEEK #: _____

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Month, Date					
Meat or alternate					
Vegetables					
Fruits					
Bread or alternates					
Milk or alternate					
Accompaniments					
Beverage (optional)					
Analysis Weekly Avg.	Nutrient Analysis Daily Values				
Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit B12 _____ Vit A _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____	Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit B12 _____ Vit A _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____	Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit B12 _____ Vit A _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____	Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit B12 _____ Vit A _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____	Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit B12 _____ Vit A _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____	Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit B12 _____ Vit A _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____

Prepared by: _____ **VENDOR:** _____ **Effective date:** _____ to _____

I certify that these menus meet the nutrition requirements as specified in the Meal Bid Specifications provided by the CONTRACTEE and the corresponding computer nutrient analysis indicates compliance with the *DGA-DRI*.

VENDOR Dietitian/Nutritionist

AND Registration Number / SC License Number



ATTACHMENT D: REQUESTED VENDOR MENU TYPES

Note to VENDOR: Menu plans must be developed for the following menu types as checked:

- Regular main meal menus for July, August, and September (four week cycle, 20 menus)
- Modified main meal menus for July, August, and September (four week cycle, 20 menus)
- Frozen regular and modified main meal menus for July, August, and September, if a CONTRACTEE requests a bid for these frozen meals (four week cycle, 20 menus)
- Frozen regular and modified main meal menus with fresh supplemental foods for July, August, and September, if a CONTRACTEE requests a bid for these frozen meals (four week cycle, 20 menus)
- A two-week set of non-perishable, shelf-stable meal menus (10 menus)
- Non-perishable, Emergency Meals (three menus)
- Picnic Meals, Special Meals and Holiday Meals (two menus for each type)
- Deli Meals for July, August, and September to include two meals for week-end days (18 menus total)
- Breakfast menus (two weeks or 10 menus)

NOTE: Picnic, Deli and Special meals must meet the Older Americans Act nutrient requirements as outlined in the LGOA Policies and Procedures Manual and the nutrient guidelines specified in this document.

SAMPLE CONTRACTEE MENUS

Note to VENDOR: Sample menus (for those menu types checked) are provided for reference.

- Regular main meal
- Modified main meal
- Frozen regular and modified main meal
- Non-perishable shelf-stable meal
- Non-perishable emergency
- Picnic meal, special meal, and holiday meal
- Deli
- Breakfast

ATTACHMENT E: DISCLOSURE OF PRIOR NON RESPONSIBILITY DETERMINATIONS

Please disclose finding of non- responsibility made in the history of your Firm. This document must accompany each Bid Form, Letter of Interest or Proposal submitted by all Offerors.

Name of Individual/ Entity seeking to enter into the Procurement Contract:_____

Address: _____

Name and Title of Person submitted this form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract? (Please circle) No Yes
If yes, please answer the following questions:
2. Was the basis for the finding of non-responsibility due to a violation of a state finance law? (Please circle) No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government entity? (Please circle) No Yes
4. If you answered **Yes** to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental entity: _____

Date of finding of non- responsibility : _____

Basis of finding of non- responsibility: _____

5. Has any governmental entity or other Governmental agency terminated or withheld a Procurement contract with the above named individual or entity due to the intentional provision of false or incomplete information? (Please circle) N Y
6. If **Yes**, please provide details below and attach additional pages as necessary.

Governmental Entity : _____

Date of Termination or Withholding of Contract : _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Lowcountry Area Agency on Aging is complete, true and accurate.

Signature of Signatory Official

Date

Typed Name of Signatory Official

Title of Signature of Signatory Official

ATTACHMENT F: OFFEROR CERTIFICATIONS – NON-COLLUSION

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

As an authorized representative of _____,
{fill in offeror organization's name}
hereafter referred to as “we” or “our,” my signature below certifies:

1. That we have submitted the enclosed offer and that we are fully informed regarding the preparation and contents of the offer and of the requirements for providing the services being procured through this RFP;
2. That none of our officers, partners, owners, agents, representatives, employees or parties in interest, including the undersigned, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, firm or person to submit a collusive or sham offer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage in connection with any contract that may be awarded to any offeror responding to this solicitation;
3. That none of our officers, partners, owners, agents, representatives, employees or parties in interest, including the undersigned, has sought through any collusion, conspiracy, connivance or unlawful agreement to have any other party refrain from making an offer of their choosing or to limit any such offer to specific geographic locations or scope of services;
4. That the offer submitted herewith is not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of any of our officers, partners, owners, agents, representatives, employees or parties in interest, including the undersigned.

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

Date

Typed Name of Signatory Official

Typed Job Title of Signatory Official

Organization/Company Name

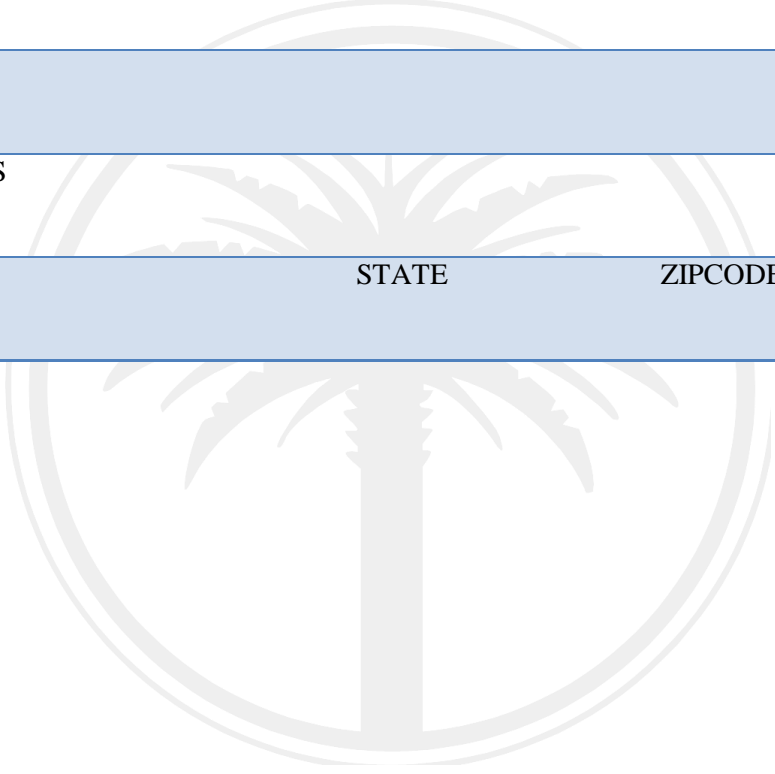
RFP #

ATTACHMENT G: CONTRACT TERMS AND CONDITIONS SIGNATURE PAGE

MUST BE SIGNED TO BE CONSIDERED FOR AWARD OF CONTRACT

By signing this Statement Offeror attests to the fact that offeror will meet all of the assurances described in this RFP Purchase of Older Americans Act Meals FY 2018 and must meet the minimum qualifications for services as defined in the specific service standards found in the applicable attachment. Unless stated otherwise, all terms and conditions are applicable to an “offeror” and/or a “contractor.” The term “contractor” is used when the term or condition is not reasonably applicable until after an offeror receives an award of a contract.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE	
COMPANY			
MAILING ADDRESS			
CITY	STATE	ZIPCODE	PHONE



ATTACHMENT H: REQUEST FOR PROPOSAL RESPONDENT COVER PAGE

HOME OFFICE ADDRESS:	NOTICE ADDRESS:
Company :	Company :
Contact	Contact
Mailing Address	Mailing Address
Phone	Phone
Email address	Email address

PAYMENT ADDRESS:	OFFERERS TYPE OF ENTITY:
Company :	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate Entity (not tax exempt) <input type="checkbox"/> Partnership
Contact	<input type="checkbox"/> Corporation (tax exempt) <input type="checkbox"/> Govt Entity (Fed., State, Local) <input type="checkbox"/> 501 (c) 3
Mailing Address	
Email address	

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

Date

Typed Name of Signatory Official

Typed Job Title of Signatory Official

ATTACHMENT I: NON-OFFEROR'S RESPONSE

BUSINESS NAME: _____

For the purpose of facilitating your firm's response to our Request for Proposals, the Lowcountry Area Agency on Aging is interested in ascertaining reasons for prospective Offerors' failure to respond to Requests for Proposals.

If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and faxing it to the Lowcountry Area Agency on Aging, Attention Jordan Newman at (843) 726-5165.

We are **not** responding to this RFP for the following reason(s):

- We do not offer this product or service.
- We are unable to meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- Insufficient time allowed for preparation of proposal.
- Incorrect address used or our branch/division does not handle this type of proposal.

Correct name and mailing address is:

- Other reason(s): _____

Signature of Signatory Official

Date

Typed Name of Signatory Official

Title of Signatory Official

ATTACHMENT J: BUDGET

Offeror:

Geographic Service Area :

Item #	SERVICE Delivery Costs: (Enter data in Green Cells Only)	100% Budget (All Svcs)	Meals
1	Personnel Salaries	0.00	
2	Fringe Benefits	0.00	
3	Travel (for service delivery)	0.00	
4	Training (include training related staff travel)	0.00	
5	Facility/Building cost	0.00	
6	Utilities	0.00	
7	Equipment	0.00	
8	Insurance	0.00	
9	Supplies	0.00	
10	Raw Food/Meal Cost (Nutrition Svcs only)	0.00	
11	Other: (specify)	0.00	
12	Other: (specify)	0.00	
13	Other: (specify)	0.00	
14	Other: (specify)	0.00	
15	Other: (specify)	0.00	
16	Other: (specify)	0.00	
17	Subtotal - Service Provision Costs	0.00	0.00
Management (Indirect/Overhead) Costs			
18	Personnel Salaries	0.00	
19	Fringe Benefits	0.00	
20	Other Overhead/Indirect Costs (Include all)	0.00	
21	Other: (specify)	0.00	
22	Other: (specify)	0.00	
23	Subtotal - Mgmt (Indirect/Overhead) Costs	0.00	0.00
Case Management/Assessment Costs			
24	Personnel Salaries	0.00	
25	Fringe Benefits	0.00	
26	Contractual (Case Mgmt/Assessment only)	0.00	
27	Other: (specify)	0.00	
28	Other: (specify)	0.00	
29	Other: (specify)	0.00	
30	Subtotal - Case MGMT/Assessment Costs	0.00	0.00
31	Other Contractual	0.00	
32	Profit	0.00	
33	TOTAL OPERATING BUDGET	0.00	0.00

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

Net Unit Cost (Actual - Applied Match)

#DIV/0!