



LOWCOUNTRY AREA AGENCY ON AGING REQUEST FOR PROPOSAL

Purchase of Older American Act Services FY 2019

Nutrition Program Meal Caterer

OFFEROR ACKNOWLEDGEMENT

The only official distribution source for this Request for Proposals ("RFP") is through the Lowcountry Area Agency on Aging (AAA). 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.

The Lowcountry Council of Governments Solicitation website offers a Vendor Registry. Vendor registration can be completed online by clicking on the link below. The registration not only records your interest in the RFP but will allow you to quickly update details such as what products and services you provide. By using this registry, this will also enable us to notify you of important updates to this RFP as well as opportunities in the future. Please visit:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/lowcountry-council-of-governments-sc-vendor-registration>

Please note that 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 interest in this Request for Proposals ("RFP"). 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

All registrants will receive notification of amendments until the deadline for the letter of intent – February 26, 2019. Offerors who have submitted a Letter of Intent, prior to the deadline, will continue to receive important information regarding this RFP.

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 Offertory's costs related to preparation of proposals, attendance at the Pre-Proposal Conference, etc.; all such costs are solely at Offeror's risk and expense.

Every effort has been made to ensure that all information needed by the Offeror is included herein. If an Offeror finds that it cannot complete a proposal without additional information, it may submit written questions to the Lowcountry Council of Governments. 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 Offeror with a reference to the part of the Request for Proposal containing the answer. All questions and written replies will be distributed to all Offerors and will be regarded as a part hereof. No negotiations, decisions or actions shall be initiated by any Offeror or potential Offeror as a result of any verbal discussion with any Lowcountry Council of Governments employee and/or contact person.

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

REQUEST FOR PROPOSAL #: AAA- CATERER-0001

ISSUE DATE: Friday, February 8, 2019

LETTER OF INTENT TO PROPOSE DEADLINE: 3:00 PM EST, Tuesday, February 26, 2019

PROPOSAL SUBMITTAL DEADLINE: 3:00 PM EST, Thursday, March 21, 2019

PURPOSE: For the purchase of Older Americans Act 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.

SERVICES TO BE PROCURED: *Nutrition Program – Meal Caterer*

LOWCOUNTRY COUNCIL OF

GOVERNMENTS CONTACT PERSON: Jordan Newman, Area Agency on Aging Director
Area Agency on Aging
Email Address: jnewman@lowcountrycog.org
P. O. Box 98
Yemassee, South Carolina 29945
Phone: (843) 473-3959

The Lowcountry Council of Governments invites the submission of Proposals in accordance with requirements contained in the following solicitation. Contracts that may result from this solicitation are funded through a combination of Federal, State and Local funding sources.

A letter of intent will be required of all offeror's who plan to submit a proposal in response to this RFP. The letter of intent is due to the Lowcountry AAA by 3:00 PM EST, Tuesday, February 26, 2019. If a letter of intent is not submitted by the required deadline, the proposal will not be accepted.

The proposal **MUST** be received by the **Lowcountry Council of Governments** by **Thursday, March 21, 2019 at 3:00 PM EST**. Any proposal received after the deadline will be deemed non-responsive.

The Proposal should be [signed in Blue Ink](#) by an official authorized to legally bind the offering person, organization, 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 and opening date.

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

All questions or requests for information must be submitted to the Lowcountry Council of Governments Contact Person by email or mail. If you are submitting by mail, the envelope must be marked "RFP Questions". Questions to be answered at the Pre-Proposal Conference must be submitted in writing and received by 3:00 PM EST on Monday, March 4, 2019. After this date, no further questions will be accepted for the Pre-Proposal Conference. See Section IV for more information on the question period.

The term of any Contract(s) resulting from this RFP is to be for the period beginning July 1, 2019 and continuing through June 30, 2020 with options for an additional four (4) one-year extensions.

Table of Contents

Section I Scope of Solicitation	4
Section II Introduction and Background	6
Section III Offeror Compliance.....	8
Section IV Letter of Intent, Question Period, and Proposal Delivery	9
Section V Proposal Requirements	11
Section VI Scope of Work	15
6.1 General Service Requirements	15
6.2 Meal Caterer Scope of Work	16
6.3 Minimum Meal Bid Specifications	20
Section VII General Information.....	46
Section VIII Evaluation Process and Notification	51
Section IX General Terms and Conditions	53
Section X Required Attachments - Forms.....	59
ATTACHMENT A: LOCATION OF VENDOR AND PRODUCTION FACILITY	60
ATTACHMENT B: MEAL COST ANALYSIS WORKSHEETS	61
ATTACHMENT C: PROPOSED ROUTE SCHEDULE.....	63
ATTACHMENT D: PROPOSED MENUS WITH NUTRITION ANALYSIS FOR EACH MEAL TYPE	64
ATTACHMENT E: REQUESTED VENDOR MENU TYPES.....	66
ATTACHMENT F: PROPOSAL PACKAGE COVER PAGE.....	67
ATTACHMENT G: REQUIRED PROPOSAL CONTENT CHECKLIST	68
ATTACHMENT H: PROPOSED SERVICES AND COST SUMMARY	70
ATTACHMENT I: UNIT COST ANALYSIS AND BUDGET NARRATIVE	71
ATTACHMENT J: GENERAL TERMS AND CONDITIONS SIGNATURE PAGE	75
ATTACHMENT K: OFFEROR CERTIFICATIONS – NON-COLLUSION	76
ATTACHMENT L: OFFEROR CERTIFICATIONS – DEBARMENT	77
ATTACHMENT M: DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS	78
APPENDIX A – RFP SERVICE DATA	79
APPENDIX B – NON-OFFERORS RESPONSE	80

Section I Scope of Solicitation

1.1. TO ACQUIRE SERVICES

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

1.2. AGREEMENT PERIOD

One-year agreement with an additional four (4) one (1) year extension options. Contract Base Period: July 1, 2019 through June 30, 2020.

1.3 SCHEDULE OF EVENTS – (DATES ARE SUBJECT TO CHANGE)

Request for Proposals (RFP) release date	February 8, 2019
Question Period Opens	February 11, 2019
Letter of Intent due date (required)	3:00 PM EST, February 26, 2019
Question Period Deadline (<i>to be addressed at Pre-Proposal Conference</i>)	3:00 PM EST, March 4, 2019
Pre-Proposal Conference	3:00 PM EST, March 6, 2019
Deadline for Receipt of Formal Offers	3:00 PM EST, March 21, 2019
Presentation of Recommendations to LCOG Board	April 25, 2019
Provider Selection Notification	May 1, 2019
Commencement of Services	July 1, 2019

1.4 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to ensure potential Offerors have a clear understanding of the requirements of the solicitation. The AAA will accept questions only prior to the deadline indicated below and will provide written answers that will be communicated to all eligible, potential Offerors.

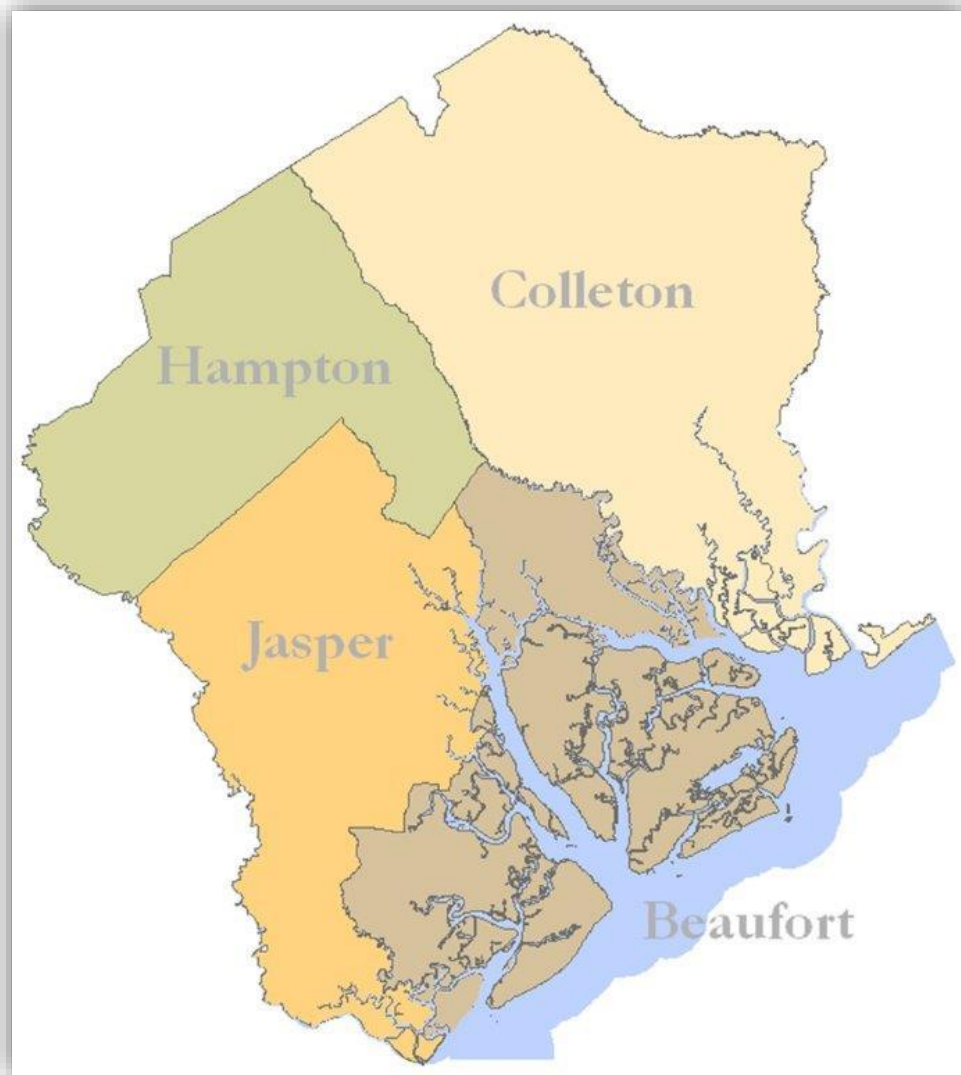
Pre-Proposal Conference	Not Mandatory, but strongly recommended
Location:	Lowcountry Council of Governments 634 Campground Rd Yemassee, SC 29945 Conference Call in number: (843) 473-3952
Date and Time	3:00 PM EST, March 6, 2019
Organizations planning to attend must RSVP to:	Jordan Newman – Jnewman@lowcountrycog.org Subject Line: Meal Caterer RFP RSVP
RSVPs must be received by:	3:00 PM EST, March 1, 2019
All questions and/or requests for additional information shall be submitted in writing to:	Jordan Newman – Jnewman@lowcountrycog.org Subject Line: Meal Caterer RFP Questions
All questions and/or requests for additional information to be addressed at the Pre-Proposal Conference must be submitted by:	3:00 PM EST, March 4, 2019
Will additional questions be accepted at the Pre-Proposal Conference?	Yes, additional questions can be submitted, however they may not be addressed on the day of the offeror's conference. (See Section IV for more information.)

1.5 SERVICES TO BE OFFERED

Offerors may submit a proposal for the complete package or any combination of **county or entire region**. This RFP may result in multiple providers. Proposals must address all activities described in the applicable Scope of Work and the required services must be provided throughout each designated geographic service area being proposed for services. Offers that fail to offer services throughout the entire service area selected, will be declared non-responsive.

Location of Service Provision

Lowcountry Area Agency on Aging serves all of Region 10 of SC. This geographical area spans 50 zip codes and 3,318 square miles. For the purpose of this RFP, 100% of each zip code will be served; Offerors must serve 100% of the geographic area of the respective zip codes bound within the counties bid upon.



Section II Introduction and Background

2.1 Goal

The goal of aging services is to keep older adults living safely and independently at home for as long as possible, and to give them the tools necessary to make good informed decisions that promote beneficial health and wellness practices. The Area Agency on Aging (AAA) and provider/contractor must be good stewards of the limited Federal and State funding allocated by the State Unit on Aging (SUA).

2.2 Purpose

This solicitation is an invitation for qualified Offerors to submit proposals to provide the services listed on page 2, and outlined in the Minimum Bid Specifications and SCOPE OF WORK attached. These services will be provided to eligible, qualified individuals within the designated geographic area.

2.3. Overview of the Older Americans Act (OAA)

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

There are a wide range of community-based services, both in-home and in group settings, that may be provided under the OAA, including transportation services, in-home supportive services and home health care, homemaker and chore services, nutrition services and education, exercise and physical fitness, residential repair, employment programs, respite care, and many others.

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

Using OAA and other funds, the South Carolina Department on Aging is responsible for statewide planning and development of programs and services targeted to older citizens, and is responsible for allocating funds to the state's regional Area Agencies on Aging.

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 Purchase of Service FY 2019, please note respective Scopes of Work related to the type of service to be offered as well as the overall supportive requirements that must be met if applicable.

2.4. Overview of Area Agencies on Aging

The OAA expects Area Agencies on Aging (AAAs) to be the leaders relative to all aging issues within designated planning and service areas. In South Carolina, the State Unit on Aging (SUA) has designated ten (10) such regions. **45 CFR 1321.53(c)**

AAAs proactively carry out and procure, under the leadership of the SUA, a wide range of functions related to advocacy, planning, coordination, inter-agency linkages, information sharing, brokering, monitoring and evaluation, designed to create a comprehensive and coordinated community-based system. This system assists older persons and ensures that they are able to live in their own homes and communities as long as possible.

In addition to planning, administration and coordination responsibilities, AAAs are also authorized by the OAA to directly provide some specified services and are required to competitively procure others.

2.5 Values and Principles of the Lowcountry Council of Governments AAA

The South Carolina Department on Aging has been designated to serve as the State Unit on Aging (SUA) to receive and administer Federal Older Americans Act (OAA) funds. As the SUA for South Carolina and in accordance with Federal Requirements in 45 CFR 1321, the SUA designates Area Agencies on Aging (AAA) to serve as planning/coordinating/administrative entities for their specified planning and service area (PSA). The SUA has designated ten (10) multi-county planning and service areas in South Carolina and has designated an Area Agency on Aging for each PSA. The Lowcountry Council of Governments (LCOG) AAA has been designated as the AAA for the Lowcountry Region to include the counties of Beaufort, Colleton, Hampton and Jasper counties. LCOG AAA contracts for a variety of aging services under Title III of the Older Americans Act that have in the past included: group dining meals, home delivered meals, home care services, disease prevention and health promotion, and transportation for persons sixty (60) years of age or older.

Title III funding provides financial resources to stimulate the development or enhancement of comprehensive and coordinated community-based systems resulting in a continuum of services to older persons with special emphasis on older individuals having the greatest economic or social need giving particular attention to low-income minority individuals. A responsive community-based system of service shall include collaboration in planning, resource allocation and delivery of a public and private resource in the community and assure the provision of a full range of efficient, well-coordinated and assessable service for older persons. Funding opportunities under the OAA are initiated by the Administration on Aging at the Federal Level, the SUA at the State Level and AAA at the Regional Level.

As part of the formal procurement process for Aging Services in South Carolina, a Needs Assessment was conducted by the LCOG Area Agency on Aging to identify the needs of older adults, to evaluate the present service delivery system available in the region and to analyze the gaps in services. The goal of the Needs Assessment was to learn about the needs of seniors from three (3) perspectives: consumers age 60+ receiving and not receiving services, professionals and family caregivers.

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

The LCOG Area Agency on Aging administers programs including, but not limited to, group dining meals, home delivered meals, home care support, transportation, legal assistance, information and referral, disease prevention and health promotion, insurance counseling, and the family caregiver support program.

2.6 Funding Structure for Provision of Services

Determining the total amount of funding that is available to the AAA for the provision and/or procurement of senior services is a highly complex process that includes numerous sources of funds, including several Federal, State and local/private resources. Many of these vary in amount from year to year and become available at varying times during each fiscal year, often making total budgeted amounts for a particular service uncertain. Additionally, voluntary contributions and cost-sharing from program participants are allowed for some services. A more detailed description of service funding in South Carolina can be found in the SC Department on Aging’s (DOA) Policies and Procedures Manual (www.aging.sc.gov). If Federal and/or State Government reduces funding during a contract period, or funding is withheld, these reductions would be passed on to successful Offerors who are awarded a contract.

Although it is expected that Offerors be familiar with the basics of OAA and AAA service funding, it is the responsibility of the SUA and the AAAs to interpret and coordinate these resources, and to provide technical support to contractors. In order to assist the Offeror with cost calculations and units of service estimations, historical data is provided where appropriate.

Section III Offeror Compliance

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

Funding for the services being procured through this Solicitation are obtained from a number of sources, to include Local, State and Federal funding. In order to be considered for an award of a contract for any of the services being procured through this Solicitation, your concurrence, agreement and signed acceptance of the GENERAL TERMS AND CONDITIONS (found in Section IX) is a requirement. In addition, the required submission of the OFFEROR'S CERTIFICATIONS indicating that the interested party understands and agrees to comply with these policies is a requirement to be considered for any contract(s) pursuant to this Solicitation. If you take exception or are unable or unwilling to comply with a particular standard, you must identify the standard and provide an explanation. The AAA will consider your comments; however, it should be noted that allowable waivers are rare.

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

The OAA, as amended to date;

Federal regulations issued pursuant to the OAA;

- 45 CFR 1321.5 cites that the following regulations apply to all activities under this part [Title III] and adds that there may be others not listed here.
- 45 CFR Part 74: Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations;
- OMB Circular A-122: Cost Principles for Non-Profit Organizations;
- 45 CFR Part 80: Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health, Education, and Welfare; Effectuation of Title VI of Civil Rights Act of 1964;
- 45 CFR Part 81: Practice and Procedure for Hearings under Part 80 of this Title;
- 45 CFR Part 84: Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation;
- 45 CFR Part 100: Intergovernmental Review of Department of Health and Human Services Programs and Activities;
- 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB);
- Program Issuances (PIs) issued by AoA or the SUA that supersede the manual. AoA issuances will become effective only after the SUA has provided notice to that effect;
- The State Unit on Aging's Policies and Procedures Manual, to include supplemental instructions, when issued; and
- Other Laws, Regulations and Policies may apply.

This is not intended to be an all-inclusive list. Such policies will be listed in the final Agreement.

Section IV Letter of Intent, Question Period, and Proposal Delivery

4.1 Letter of Intent to Propose (required)

A letter of intent to submit a proposal in response to this RFP must be submitted no later than 3:00 PM EST, Tuesday, February 26, 2019. A statement on the entity's letterhead stationery, indicating intent to submit a proposal by the stated RFP submission deadline will be sufficient.

The following verbiage is provided as an example: "The undersigned, the duly authorized signatory authority for this agency, hereby declares its intent to submit a proposal in response to the Lowcountry Council of Governments Area Agency on Aging RFP for Nutrition Services – Proposal # AAA-CATERER-001."

- a. Include the addresses, phone numbers, fax numbers and e-mail addresses for the signatory authority and contact person, and service type intending to propose on (i.e., Emergency Meals, Hot, Frozen, etc.).
- b. The letter of intent to submit a proposal must be signed by the same signatory authority who will sign the proposal to be submitted later. **Email copies are accepted.** Please email your Letter of Intent to jnewman@lowcountrycog.org with the Subject line: *Nutrition Services- Meal Caterer RFP – Letter of Intent to Propose*.
- c. Confirmation of receipt will be sent to the Offeror via email within two (2) business days. If the Offeror has submitted a Letter of Intent to Propose and has not received confirmation from the Lowcountry AAA, it is the responsibility of the Offeror to follow-up with the Lowcountry AAA prior to the deadline to ensure that their Letter of Intent to Propose was received.

(Proposals will not be accepted unless a Letter of Intent to Propose was properly submitted.)

4.2 Questions from Offerors

All questions or requests for information must be submitted to the Lowcountry Council of Governments Contact Person by email or mail. If you are submitting by mail, the envelope must be marked "RFP Questions". Communications should include the RFP title and number, as well as the service type (if applicable). Oral explanations or instructions will not be binding. Any answers or information in response to questions received by a prospective Offeror concerning the RFP will be furnished to all other prospective Offerors who submitted a letter of intent and will be posted as an FAQ on the Lowcountry Council of Governments website.

The purpose of the pre-proposal conference is to ensure potential Offerors have a clear understanding of the requirements of the solicitation. Questions to be answered at the Pre-Proposal Conference must be submitted in writing and received by 3:00 PM EST on Monday, March 4, 2019. After this date, no further questions will be received to be addressed at the Pre-Proposal Conference. The AAA will provide written answers that will be communicated to all eligible, potential Offerors.

Additional questions concerning this RFP may be submitted in writing during or following the Pre-Proposal Conference, however they may not be addressed at that time. Any additional questions received on the day of the Pre-Proposal Conference will be reviewed, answered, and added to the RFP FAQ. No further questions will be accepted after March 7, 2019.

4.3 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 Offeror's sole responsibility to ensure that these documents are received by the Lowcountry Council of Governments Contact Person prior to the time indicated in the solicitation document. When specifications or descriptive literature are submitted with the proposal, the Offeror's name must be entered thereon. Any proposals received after the Lowcountry Council of Governments Contact Person has declared that the time set for opening has arrived, shall be rejected.

Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.

Proposals will be received by the Lowcountry Council of Governments (LCOG) until 3:00 PM EST on Thursday, March 21, 2019 via postal or express mail. The Lowcountry Council of Governments picks up all mail from The US Postal Service once daily approximately 12:30 PM (excluding weekends and holidays).

<i>*Proposals are to be mailed to:</i>	<i>*Hand Deliver and/or Express mail to:</i>
Lowcountry Council of Governments Jordan Newman, Director, Area Agency on Aging P. O. Box 98 Yemassee, SC 29945	Lowcountry Council of Governments Jordan Newman, Director, Area Agency on Aging 634 Campground Rd Yemassee, SC 29945

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 six (6) 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 extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule proposal opening.

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

Section V Proposal Requirements

Unless otherwise noted, all categories and questions must be addressed. Information must be presented in the listed order, using the forms provided (when applicable), and tabbed/identified accordingly. A Table of Contents is required.

Your proposal must include **one (1) original bound version** and **six (6) additional bound copies**. Electronic or faxed copies will not be accepted.

Your proposal must be submitted in a sealed package and include the RFP title and opening date on the package.

Please respond completely, but concisely, to each question and, where indicated, keep the length of your response reasonably close to the length suggested. Unnecessarily long responses may result in low or no scores for the applicable question(s). Font size(s) must be 12.

The format for proposals must adhere to the following outline. All of the supplemental materials identified and requested must be submitted and made a part of the Proposal as outlined within the Proposal Requirements format. Supporting documentation is preferred to be included within the appropriate section of which it is requested. If the Offeror chooses to utilize attachments, it is the Offeror's responsibility to ensure all attachment are clearly and accurately sited within the appropriate sections of their response.

At a minimum, the questions asked in each area must be answered and referenced in the proposal. Be sure that Proposal content directly answers the questions asked. Please **DO NOT** answer the questions in this RFP directly on this document. Responses in regards to this RFP should be in a document format. Attachment G has a Required Proposal Content Check List that is to be used as a guide to ensure that the proposals have included all of the requested information. Additional information on each subject area is welcome. *(The Lowcountry AAA reserves to right to request clarification of Offeror's proposal(s) if necessary.)*

I. TABLE OF CONTENTS

A Table of Contents should be included in any and all proposals. The Table of Contents must follow the required format indicated below.

II. EXECUTIVE SUMMARY

Letter of Transmittal (must be signed)

This section should be at least four (4) printed pages. One page should consist of the signed and dated cover page (see Attachment F). 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 Offeror to a contract and should contain the person's name, title, address and phone number. The third page should be a completed Required Proposal Content Checklist (see Attachment G), and your final page should consist of a completed Proposed Services and Prices Summary (see Attachment H).

Experience Providing Service(s)

Describe your organization's experience in providing senior services/activities (including partnerships) in similar competitive areas. List any challenges faced in providing the same or similar services being proposed. Describe your relationships with other human services organizations.

References

References from three (3) agencies your organization 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 person, company name, address, telephone number, and email

address, where available. *(The Lowcountry AAA reserves the right to check references not included in this proposal. Offerors must be licensed to do business in the State of South Carolina.)*

III. ORGANIZATIONAL CAPACITY

Qualifications

Include resumes of key personnel such as the Executive Director, Manager, etc. The history/background of your organization, the number of years in business, its' legal structure (not for profit, county department, private, etc.) and current Ownership arrangement should also be included.

Offerors must be licensed and bonded to do business in the State of South Carolina, and are required to have the appropriate insurance coverage. A copy of the organizations South Carolina Department of Health and Environmental Control (DHEC) license, as well as documentation of its' liability insurance and workers compensation insurance is required and should be attached.

[Note: A copy of your System for Award Management certificate (DUN) that clearly identifies your agency name, address, and current SAMS DUN must be submitted by the successful offeror prior to service commencement, if applicable. This can be found at www.SAMS.gov for printout or saved as a PDF.]

Service Area

Discuss your ability to provide quality service(s) for the entire service delivery area(s) you are proposing. Include a completed Location of Vendor and Production Facility Form listing the location of all facilities/sites (see Attachment A).

Service Requirements and Standards - Scope of Work

Describe in detail your approach to the provision of services contained within this Request for Proposal by submitting information for each of the specifications that must be met listed within the associated Scope(s) of Work. *(Offerors who are submitting proposals for more than one meal type must answer this section for each individual service being proposed. Reference Attachment H, for meal type options.)*

Describe your plan for ensuring that the delivery of service will begin on July 1, 2019. Include the following information:

- Detail your service delivery plan
- Provide a statement describing your ability and capacity for provision of service(s) based on the AAA's previous year's data.
- Discuss your willingness to increase services as the AAA's target population continues to grow.
- Describe your process for securing and training staff, determining additional staffing needs, and securing any additional equipment necessary to execute service requirements.

Note: All questions within the Minimum Meal Bid Specifications **must be addressed. All Minimum Meal Bid Specifications Required Attachments **must** be completed and included. Reference Attachments A-E.*

Preferred Provider Components

In addition to addressing all minimum service requirements, describe additional service aspects offered such as technological resources, innovative resources or activities, enhanced service features, etc. and/or your organization's willingness to incorporate one or more of these aspects into your strategic plan, service development, or service delivery. If the Offeror has the current capacity and ability to provide any of these features to clients, please include expectations and limitations.

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 required for appropriate service delivery must be on site, and in working order at the provider location prior to first date of service.

IV. FINANCIAL MANAGEMENT AND STRENGTH

Cost

Provide your unit cost and budget narrative in reference to the scope of work for all services being proposed using Attachment I.

Note: Offerors who are submitting proposals for more than one service must complete a Unit Cost Analysis and Budget Narrative for each individual meal type being proposed. Proposals for multiple meal types and unit costs associated with those services are considered standalone and should not be dependent on one another unless otherwise noted within the RFP.

Viability

- Provide documentation of financial strength that supports or ensures your ability to perform the services being procured. Accepted forms of financial status would include audits or reviews conducted by an independent accounting firm for those subject to audit requirements, board approved financial statements, or comparable financial documentation.
- Within the past five years, has any entity cancelled or terminated a contract they held with your organization due to your failure to meet the requirements of the contract? If so, explain.
- Has the Offeror filed for bankruptcy or restructuring under the U.S. bankruptcy code within the last ten (10) years? If yes, when and where?

V. QUALITY MANAGEMENT/IMPROVEMENT

Continual Quality Improvement Process

Describe your quality management/improvement policies and processes which are designed to reduce risk, identify weaknesses, and improve all aspects of service delivery. Include the following, as well as your AAA notification process and timeline for each:

- Describe how your agency will provide adequate program oversight.
- How will your business or organization determine participant's satisfaction with the services?
- How will you take actions to remedy problems or concerns?

Safety

Describe the Offeror's safety practices and procedures as it pertains to service delivery.

Choice

Describe the Offerors ability to offer meal options to participants (if applicable).

Emergency Preparedness

Describe your organization's Continuity of Operations Plan, to include your designated back up location in the event that your main office is inaccessible/non-operational. Provide an explanation/description of your Emergency/Disaster Plan to ensure the continuation of services when an emergency arises, including but not limited to, staff shortages,, equipment or vehicle failures, and inclement weather. If your Contingency plan for operations include an Alternate service locations, you must list that location on Attachment A.

Include, a statement indicating a willingness to abide by the AAA Emergency Plan and protocols.
(Note: Please review AAA Emergency Policy and Procedure overview on page 50.)

VI. CERTIFICATIONS/ASSURANCES – (REQUIRED ATTACHMENTS)

The following must be completed and returned with the offer regardless of the number of services being proposed. These forms apply to your organization as a whole. These forms must be completed, signed, and attached in order for the offeror to be considered for award of contract.

1. General Terms and conditions Signature Page (Attachment J)
2. Offeror Certification – Non-Collusion (Attachment K)
3. Offeror Certification – Debarment (Attachment L)
4. Disclosure of Prior Non-Responsibility Determinations (Attachment M)

NON-OFFERORS RESPONSE:

In the event that an Offeror submits a letter of intent to propose and thereafter decides not to submit a proposal, the Lowcountry AAA requests that such organization complete the Non-Offerors Response form , Appendix B.

The Lowcountry AAA is interested in ascertaining reasons for prospective Offerors' failure to respond to Requests for Proposals in hopes of soliciting more Proposals for future contracts.

Section VI Scope of Work

Section VI contains the services that are eligible through this Request for Proposal. Services will not be bundled. The AAA will be funding each of these services in the Lowcountry four (4) county region. The Offeror shall comply with the Proposal requirements, information to submit and proposal instructions per respective program. The service for which the AAA is soliciting for bid proposal is a Meal Caterer for the AAA local providers:

- Hot, deli, picnic
- Frozen Meal
- Shelf Stable Meals
- Pureed
- Therapeutic
- Emergency

6.1 General Service Requirements

1. The contractor shall accurately input required client data into the AIM system, or any other required SC Department on Aging client data collection/sharing systems, in a timely manner and as mandated by the terms, conditions, policies, procedures and specifications of the indicated aging program. The AAA will not reimburse for any units deemed not earned.
2. The AAA requires all contractors to input client data into the AIM data collection system for the site that is providing the individual client with the service (if applicable). Service units earned must be reported by the entity providing the service.
3. The contractor shall use the State approved database system, even if there is an equipment or user fee to use such approved system. The contractor is responsible for any fees associated with such databases.
4. The contractor shall maintain and make available to those monitoring service delivery any information that documents compliance with the South Carolina's Aging Network's Policies and Procedures Manual and AAA contracts.
5. The Offeror shall maintain all support documentation necessary to support requests for reimbursement made by the successful offeror for the service awarded. The Offeror will be monitored for Program Compliance by the AAA and/or SUA.
6. The contractor shall maintain and provide documentation of services delivered daily. All participants of service must be assessed annually by the AAA.
7. Preference for service shall be given to those seniors determined through the Older Americans Act to be at high nutrition risk, low-income, low-income minority, with limited English proficiency, and those living in rural areas. The AAA determines eligibility and notifies the contractor of client selection by referral in order of priority.
8. The contractor must maintain a system for the collection and protection of contributions donated by participants each day. Voluntary contribution amounts collected each day must be tracked, deposited, and reported in AIM. Supporting documentation must be maintained and made available when requested by the AAA or SUA. These contributions must be recorded and reported for expansion of service(s).
9. The contractor shall meet all reporting requirements of the AAA by the deadlines outlined for services.
10. The contractor shall maintain written procedures for termination of services as approved by the AAA.
11. The contractor shall maintain and make available Incident Reports, complaints, and follow-up for such instances.
12. The successful Offeror must be able to provide assurances of data collection computer capacity prior to any Contract Award. Offeror certifies that, at a minimum, offeror possesses or will obtain the following technology: Internet service provider (ISP), preferably high speed with 10Mb transfer capability; Microsoft Internet explorer version 10.0 or greater; On-site or available technical support; Ability to communicate with the AAA via email; Microsoft Word® for word processing tasks, current and/ or compatible with AAA; Microsoft Excel® for spreadsheet tasks, current and/ or compatible with AAA; Backup system with tape drive, CD-writer, Zip drive, etc., performed at least once per month; Uninterruptible power supply (UPS) on database server; Fax capability; PDF Reader; SCAN capabilities; Document Sharing capabilities.

(Note: Some requirements may not apply depending on the service. This list is not all inclusive and is meant to be general in nature. Standard Contract Terms and Conditions specifying individual contracted service requirements will be attached to all contracts upon award.)

6.2 Meal Caterer Scope of Work

Meal Caterer Services purchased under this Proposal shall comply with these requirements and all applicable Lowcountry Area Agency on Aging Policies and Procedures and state and federal regulations.

Purpose:

The purpose of the Older Americans Act (OAA) Nutrition Program is to:

- Reduce hunger and food insecurity among older individuals;
- Promote socialization of older individuals;
- Promote the health and well-being of older individuals; and
- Delay adverse health conditions for older individuals.

The purpose is fulfilled by providing access to healthy meals, and by promoting good health behaviors through nutrition education and nutrition counseling.

Service Requirements:

The Contractor shall have the capacity to:

1. Deliver prepared and/or purchased meals that are satisfying to service recipients that meet nutrition and food safety requirements.
2. Provide service management records, including daily documentation of services delivered;
3. Maintain established and regularly updated meal delivery routes to ensure that meals are delivered within time frames required to preserve food safety and palatability.
4. Provide Menu review of approved Menus made and signed by a Registered Dietician and/or a Nutritionist.
5. Provide annual Portion Control training to AAA Nutrition Program Providers.
6. Provide Nutrition Education resources to Local Providers if requested by AAA and/or Local Nutrition Program Providers.
7. Work with the AAA to implement a more advanced and an effective participant satisfaction monitoring practice. However, the Contractor shall not authorize any participant satisfaction measuring methods using the staff and/or participants without prior written approval of the LCOG AAA. This documentation must be kept on file and provided to the AAA upon request.
8. Utilize the necessary technology requirements outlined in the Standard Contract Terms and Conditions, or as requested by LCOG AAA. Support and training will be provided by the LCOG AAA. This data shall be made available to the Lowcountry Council of Governments upon request.
9. Provide throughout the duration of this contract, all appropriate warming equipment products, for the Congregate meals and packaging equipment for Home Delivered meals that promote food safety in re-thermalizing, re-heating and conversion of bulk to individual.

Contract Standards:

The contractor shall maintain information that documents compliance with all standards for the Meal Catering Services.

Service Documentation:

The contractor shall comply with the following documentation requirements:

1. Kitchen facilities and appropriate staff shall maintain regulatory credentials
 - DHEC
 - USDA
 - ServSafe
2. Record the following service documentation daily:
 - (a) number of meals ordered
 - (b) number of meals delivered to each Service Provider site;
 - (c) hot and cold food temperatures, recorded according to regulatory standards;
 - (d) action on any shortages or temperature discrepancies; and
 - (e) comments on recipient satisfaction with the meal.
3. Keep on file incident/accident reports and substantive complaints with follow-up.
4. Keep on file, documentation of the nutrition education and/or counseling information distributed at the request of the Local Service Provider.
5. Keep on file, documentation of the AAA Service Provider staff annual training materials.

Unit of Service

A unit of service is one meal. All necessary and allowable costs associated with delivery of the service contracted are to be included in the unit cost.

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

Key Terms Used:

Contractor: agency from whom the AAA purchases meals for delivery to local Service Providers.

Meal service: The type of meals to be served (hot, frozen, shelf stable, deli, picnic, emergency), number of meals and delivery schedule, and the available support system.

Nutrition Education: Resources that have been reviewed and approved by a Nutritionist or a Registered Dietician.

Nutrition Program Manager: Local Service Provider staff responsible for managing the Nutrition Program.

HUMAN RESOURCES STANDARDS

- STANDARD 1.1:** The contractor assures that all meals shall be Managed/Supervised and delivered by personnel with the appropriate qualifications.
- STANDARD 1.2:** The contractor shall provide a designated supervisor in-office and/or for on-call consultation during any hours that personnel are engaged in service delivery activities. Each kitchen facility has designated AAA point of contact present during all hours of program operation.
- STANDARD 1.3:** The contractor assures that all personnel involved in the provision of meal services shall receive initial and ongoing training that includes administrative procedures, portion control, safe food handling, and driver's safety as appropriate.

FACILITY STANDARDS

- STANDARD 2.1:** The contractor assures that all food service operations follow applicable regulatory procedures and requirements.
- STANDARD 2.2:** The contractor assures that the facilities and vehicles used for the meal service program are in compliance with applicable regulatory requirements, and local occupancy and fire safety requirements.
- STANDARD 2.3:** For any facility not owned by the contractor there are written facility agreements/contracts governing the use and specifying the responsibilities of each party, on record at the AAA.
- STANDARD 2.4:** The contractor ensures that meal services are available for five or more days per week or as specified by the AAA in the RFP.

SERVICE RECIPIENT STANDARDS

- STANDARD 3.1:** Service Provider requests for change in service shall be addressed within two weeks of the request.

SERVICE DELIVERY STANDARDS

Services include the preparation and delivery of meals and the provision of Nutrition Education materials and/or resources.

- STANDARD 4.1** The Meal Caterer shall provide 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.
- STANDARD 4.2** The Contractor ensures that meals comply with the Dietary Reference Intakes and Dietary Guidelines of the Older Americans Act Nutrition Program with guidance from the Dietary Guidelines for Americans (DGA) 2015 (Issue Panel Report) to provide a minimum of one-third of the current *Recommended Dietary Allowances* (RDAs) and *Adequate Intakes* (AIs) as part of the *Dietary Reference Intakes* (DRIs) established by the Institute of Medicine. If a program serves an individual more than one meal per day, together the two meals will provide a minimum of 66 % of the RDA/AI and together three meals will provide 100 percent of the RDA/AI.
- STANDARD 4.3:** The contractor assures that all applicable safety procedures for serving meals are consistently followed including:
- a) Use proper hand washing procedures and put on gloves immediately before handling food items.
 - b) Record the temperature of hot and cold food items.
 - c) Clean and sanitize all carriers and assure they maintain a tight seal.
 - d) Ensure holding practices follow ServSafe practice and procedures and must be well documented. After removal from electric or gas-powered temperature control, foods shall be held at proper temperatures for no more than four hours before serving.
 - e) Develop delivery routes that require no more than four hours from the time the meals leave the Meal kitchen until the last meal is delivered.

- STANDARD 4.4** When a supply of frozen or shelf stable meals are delivered, a printed menu is provided to assist the service recipient in choosing the appropriate items and/or supplements to meet nutrition requirements.
- STANDARD 4.5** Frozen or shelf stable meals are only delivered to the service recipient if storage, cooling and heating equipment are available.
- STANDARD 4.6** The contractor has appropriate and adequate procedures to handle emergency service situations in which regular services cannot be offered due to circumstances.
- STANDARD 4.7** The Caterer must have an adequate and AAA approved plan of service for all meal types during declared emergencies, issued by the National Weather Service, the Governor, or any emergency announced on the Emergency Broadcast Network.

ADMINISTRATIVE STANDARDS

- STANDARD 5.1** The contractor maintains an information management system in the event the AAA requests information.
- STANDARD 5.4:** The contractor is responsible for ensuring any and all staff and/or volunteers are properly trained and follow applicable regulatory procedures and requirements. Position requirements and descriptions and certifications shall be kept on record and shall be provided to the AAA if requested.
- STANDARD 5.5:** The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.

6.3 Minimum Meal Bid Specifications



Minimum Meal Bid Specifications SOUTH CAROLINA NUTRITION PROGRAM FOR THE ELDERLY

CONTRACTEE and VENDOR

For the purpose of these appendices, CONTRACTEE is the entity that contracts with the Area Agency on Aging (AAA) to provide services. In addition, CONTRACTEE may also refer to the agency that holds the contract with the VENDOR.

DISCLAIMER

The information contained in this Minimum Meal Bid Specification does not constitute legal advice. The CONTRACTEE should retain legal counsel to draft and review contracts with vendors for compliance with the South Carolina's Aging Network Policies and Procedures and to protect the interests of the CONTRACTEE.

**Department 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 Department on Aging's 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



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>			
REGULAR BREAKFAST			
THERAPEUTIC DAILY PREPARED <i>Specify diet(s), Picnic & Deli Meals & Non- perishable Meals used as Emergency Meals</i>			
SHELF-STABLE <i>Non-perishable Meals used on an on-going basis for Home-Delivered Meals</i>			
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.

NOTE: Using Attachment B, 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

REGION: Lowcountry

Date: _____

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
Bluffton Nutrition Site 61 Ulmer Road Bluffton, SC 29910	12						
Burton Wells Senior Center 1 Middleton Recreation Drive Burton, SC 29906	21						
St. Helena Senior Center 6315 Jonathan Francis Sr. Road St. Helena Island, SC 29920	17						

List Type of Therapeutic Meals Required _____

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

**** Disclaimer:** This information is subject to change per award of local provider contract and will be discussed at Caterer Contract negotiations.
The information offered is actual local provider DATA for FY 17.

SITE LOCATION AND HOME-DELIVERED MEAL TYPE SCHEDULE

REGION: Lowcountry

Date: _____

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 COA Administrative Office Port Royal	28		73				
Burton Wells Recreation Center 1 Middleton Recreation Drive Burton, SC 29906	6		12				
St. Helena Senior Center 6315 Jonathan Francis Sr. Road St. Helena Island, SC 29920	9						

List Type of Therapeutic Meals Required _____

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

**** Disclaimer: This information is subject to change per award of local provider contract and will be discussed at Caterer Contract negotiations. The information offered is actual local provider DATA for FY 17-18.**

SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE

REGION: Lowcountry

Date: _____

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	12						
Green Pond Nutrition Site 29 Playground Lane Green Pond, SC 29446	15						

List Type of Therapeutic Meals Required _____

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

**** Disclaimer:** This information is subject to change per award of local provider contract and will be discussed at Caterer Contract negotiations.
The information offered is actual local provider DATA for FY 17-18.

SITE LOCATION AND HOME-DELIVERED MEAL TYPE SCHEDULE

REGION: Lowcountry

Date: _____

PROVIDER: Colleton COA

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	79		61				
Green Pond Nutrition Site 29 Playground Lane Green Pond, SC 29446	14		10				

List Type of Therapeutic Meals Required:

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

**** Disclaimer: This information is subject to change per award of local provider contract and will be discussed at Caterer Contract negotiations. The information offered is actual local provider DATA for FY 17-18.**

SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE

REGION: Lowcountry

Date: _____

PROVIDER: Hampton COA

Average Number of Meals Per Day							
Site & Location	Regular	Therapeutic	Deli*/ Picnic	Frozen^	Frozen w/fresh sup^	Shelf-Stable	Delivery Time
Hampton COA Administrative and Nutrition Site 108 Pine St Hampton, SC 29924	20						
Yemassee Senior Center 4 Orrell St. Yemassee, SC 29945	17						
Estill Nutrition Site 1120 East 5 th St Estill, SC 29918	20						

List Type of Therapeutic Meals Required _____

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

**** Disclaimer: This information is subject to change per award of local provider contract and will be discussed at Caterer Contract negotiations.
The information offered is actual local provider DATA for FY 17-18.**

SITE LOCATION AND HOME-DELIVERED MEAL TYPE SCHEDULE

REGION: Lowcountry

Date: _____

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 COA Administrative and Nutrition Site 108 Pine St Hampton, SC 29924	69				18		
Yemassee Senior Center 4 Orrell St. Yemassee, SC 29945	11				3		
Estill Nutrition Site 1120 East 5 th St Estill, SC 29918	16				4		

List Type of Therapeutic Meals Required:

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

**** Disclaimer: This information is subject to change per award of local provider contract and will be discussed at Caterer Contract negotiations. The information offered is actual local provider DATA for FY 17-18.**

SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE

REGION: Lowcountry

Date: _____

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
Hardeeville Senior Center 317 East Main St. Hardeeville, SC 29927	18						
Ridgeland Senior Center 444 Wise St. Ridgeland, SC 29936	22						
Robertsville Nutrition Site 9731 Cotton Hill Rd Robertsville, SC 29922	19						

List Type of Therapeutic Meals Required _____

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

**** Disclaimer: This information is subject to change per award of local provider contract and will be discussed at Caterer Contract negotiations. The information offered is actual local provider DATA for FY 17-18.**

SITE LOCATION AND HOME-DELIVERED MEAL TYPE SCHEDULE

REGION: Lowcountry

Date: _____

PROVIDER: Jasper COA

Average Number of Meals Per Day							
Site & Location	Regular	Therapeutic	Frozen^	Frozen Total Meal Package	Deli*	Shelf-Stable	Delivery Time
Hardeeville Senior Center 317 East Main St. Hardeeville, SC 29927	21						
Ridgeland Senior Center 444 Wise St. Ridgeland, SC 29936	52						
Robertsville Nutrition Site 9731 Cotton Hill Rd Robertsville, SC 29922	8						

List Type of Therapeutic Meals Required: _____

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

**** Disclaimer: This information is subject to change per award of local provider contract and will be discussed at Caterer Contract negotiations. The information offered is actual local provider DATA for FY 17.**



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 169,173 meals complying with specifications and conditions listed herein to the CONTRACTEE. (The "CONTRACTEE" refers to the agency that holds the contract with the VENDOR.) It is estimated that there shall be approximately 249 serving days during each contract period. The period covered by this bid is July 1, 2019 through June 30, 2020.

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 Department on Aging Minimum Meal Bid Specifications, unless the AAA has obtained prior waiver authorization from the Department on Aging.

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 meal 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 D: Project Menu Plan. The type of menus required for the bid shall be provided on ATTACHMENT E: 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. In addition, 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 Department on Aging 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 Department on Aging 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 Department on Aging 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 **not** exempt from the nutrient requirements for sodium, and must adhere to the federal 33 1/3 percent 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. Exceptions to this requirement may be made on a case-by-case basis. Requests must be in writing with justification for the need for the exception. Approval is at the discretion of the Department on Aging nutritionist and/or the Department on Aging's director. Note: The effective date for the sodium requirement for emergency meals is July 1, 2019, but the AAAs are encouraging to begin it earlier if feasible.

- 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 41°F 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 federal 33 1/3 percent DRI requirement, the Department on Aging expects every effort be made to follow and to meet the DRI requirements as closely as possible.

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 Department on Aging 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 because 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 the required 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, the staff's 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 Department on Aging 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 Department on Aging 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 a 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 Department on Aging 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 33 1/3 percent DRI requirements. Shelf stable meals for use in emergencies are **not** exempt from the sodium requirements. Additional requirements for modified and therapeutic diet menus are specified in Chapter 503, Section 503L of the Department on Aging Policy and Procedures Manual. Note: The effective date for the sodium requirement for emergency meals is July 1, 2019, but the AAAs are encouraged to begin it earlier if feasible.

- The sodium requirement for shelf stable and emergency meals is based on the 2015 – 2020 Dietary Guidelines for Americans (DGA), specifically Older Americans, the Dietary Reference Intakes (DRI) and the Older Americans Act Nutrition Program.
- To adhere to the federal 33 1/3 percent DRI for sodium, the sodium value must not exceed 2300 milligrams on any given day. However, the current federal 33 1/3 percent DRI Target and Compliance Values allows for an average weekly sodium value of ≤ 1200 mg of sodium per day.
- The average weekly sodium requirement of ≤ 1200 mg of sodium per day for shelf stable meals will be phased in over the next year and must be implemented by July 1, 2019.

Nutrient Requirements and Values for Analysis

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 (>)15% of total calories	>15% of total calories
Fat (% of meal calories)	Less than (<) 35%	20% – 35%
Fiber (gm)*	> 8 gm*	9 gm
Vitamin A (µg microgram)*	300 µg*	300 µg
Vitamin C (mg)	30 mg	30 mg
Vitamin B6 (mg)*	0.6 mg*	.57 mg
Vitamin B12 (µg)*	0.79 µg*	0.79 µg
Calcium (mg)*	400 mg*	400 mg
Magnesium (mg)*	140 mg*	140 mg
Zinc (mg)*	3.7 mg*	3.7 mg
Sodium (mg)*	< 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 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.

(Emergency meals are required to meet 1/3 DRI, excluding the sodium requirement and any exclusions noted for HCBS funds during declared emergencies.)

When adhering to DRI requirements, some target values may vary from the daily target value listed as long as the weekly Compliance Value Average is met. Please note that some nutrients such as calories, protein, and vitamin C should meet Target Values daily. No individual meal should be less than 600 calories.

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 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, two 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 an 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 that 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 Department on Aging 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 Department on Aging 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, and 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 Department on Aging, 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 Department on Aging 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 Department on Aging. 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 Department on Aging upon request.

The VENDOR shall allow representatives of the Administration for Community Living (ACL), United States Department of Agriculture (USDA), Department on Aging 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 Department on Aging 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 minimum of 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.

Section VII General Information

Offerors may submit a proposal for the complete package of individual service(s), **by county or the entire region**. Services are not bundled, therefore proposals for multiple services and the proposed unit costs associated with those services are considered standalone unless otherwise noted within the RFP. 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 minimum requirements as well as the submission of documentation detailing the Offeror's ability to provide enhanced services to AAA clients. Preferred proposals should include a description of current technological resources to aid in service delivery, and a summarized outlook that provides confidence to the RFP evaluation subcommittee of the Offeror's capacity for growth and/or expansion as it pertains to client population service areas. An Offeror may be requested to provide services at the same cost to additional sites in a county as funding becomes available. In every case, where the Offeror's proposal cannot fully comply with the requirements of the request for proposal the proposal must list all exceptions on the required general terms and conditions signature page (see Attachment J).

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 Offeror'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 Offeror'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 an Offeror'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 Offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern. Standard Contract Terms and Conditions specifying individual contracted service requirements will be attached to all contracts upon award.

7.1 General Information

Information pertaining to the Older Americans Act may be obtained from the Administration for Community Living at <https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act>. Each program administered by the Lowcountry Council of Governments, with respect to the Older Americans Act, necessitates individual Scopes of Work. When bidding for the Lowcountry Council of Governments services, please note respective Scopes of Work relate to the type of service to be offered as well as the overall supportive requirements that must be met if applicable.

The Proposal must meet the broad spectrum of the statutes appropriate to the conduct of the Older Americans Act, Programs for the Elderly and any regulations and policies published by the U. S. Department of Health and Human Services, the Administration on Aging, the SC Department on Aging, and the Lowcountry Council of Governments, including but not limited to conduct prescribed by the South Carolina Ethics Commission, and the Code of Federal Register's. The Offeror will be required to meet, but not be limited to, the criteria listed within this RFP.

7.2 Confidential Information

For every document an Offeror submits in response to or with regard to this solicitation or request, the Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410.

For every document an Offeror submits in response to or with regard to this solicitation or request, the Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that the Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document the Offeror submits in response to or with regard to this solicitation or request, the Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

Do not mark your entire response (proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, 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 Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these proposals instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, Lowcountry Council of Governments will detrimentally rely on the Offeror's marking of documents, as required by this proposal instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, the Offeror agrees to defend, indemnify and hold harmless 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 Offeror marked as "confidential" or "trade secret" or "PROTECTED".

7.3 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.

7.4 Offeror's Qualification

By submission of a proposal, you are guaranteeing that all services proposed meet the requirements of the RFP during the contract period. Offerors 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 Offeror's ability to provide the products or services requested herein.

7.5 Amendments to Solicitation

The Solicitation may be amended at any time prior to the deadline for receipt of formal offers. All actual and prospective Offerors should monitor the following website for the issuance of Amendments:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=4349e3d2-685e-4b15-9530-e9ae2ea4cb04>.

All amendments to and interpretations of the solicitation shall be in writing from the Lowcountry Council of Governments Contact Person. The representative shall not be legally bound by any amendment or interpretation that is not documented. All registered Offerors will receive notice of issuance of amendments posted to the LCOG website.

7.6 Proposal Withdrawal

In order to withdraw your offer within the minimum 120-day period specified on the Cover Page, you must notify the Lowcountry Council of Governments Contact Person, Jordan Newman, in writing.

7.7 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.

7.8 Offeror's Responsibility

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

7.9 Debarments/Suspension

- A. (1) By submitting an Offer, the Offeror certifies, to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity. (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- B. Offeror shall provide immediate written notice to the Lowcountry Council of Governments Representative if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Lowcountry Council of Governments Representative may render the Offeror non-responsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the Lowcountry Council of Governments, the Lowcountry Council of Governments Representative may terminate the contract resulting from this solicitation for default.

7.10 Competition

This solicitation is intended to promote competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Offeror to notify 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.

7.11 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.

7.12 Protests

- A. *Right to protest:* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Administrative Officer. The protest shall be submitted in writing within fourteen (14) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto. The Protest must be delivered to the Chief Administrative Officer at sgraham@lowcountrycog.org or Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945.
- B. *Authority to resolve protests:* The Chief Administrative Officer shall have authority, prior to commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

Detailed information may be found within the Lowcountry Council of Governments Procurement Policy, Section III

7.13 Responsiveness/Improper Offers

Offerors may submit more than one proposal, provided that each proposal has significant differences other than price. Each separate proposal must satisfy all Solicitation requirements. If this solicitation is a Request for Proposals, multiple proposals may be submitted as one document, provided that you clearly differentiate between each proposal and you submit a separate cost proposal for each offer, if applicable. Any Proposal which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Proposals which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, a Proposal will be rejected if the total possible cost to the Lowcountry Council of Governments cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Lowcountry Council of Governments Representative.

7.14 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.

7.15 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.

7.16 Contract Period

The contract will run from July 1, 2019 through June 30, 2020 with the option of being extended on an annual basis, not to exceed four additional years. Extension of contracts is optional, and is determined on an annual basis. If either party elects not to extend on the anniversary date, they must notify the other party of its intention in writing 120 days prior to the anniversary date. If/when a contract is extended, the Lowcountry Council of Governments may elect to add an optional service which as stated in this RFP, is subject to negotiations and a written agreement between both parties.

7.17 Unit Cost

Following the execution of an RFP, price changes may be negotiated annually upon the AAA's receipt of grant awards and will be retroactive to the renewal date, if extended. Negotiation request must be supported by justification of the need to modify the unit cost to include supporting documentation.

7.18 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 Board 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.

7.19 Description of Type and Service

Please see attached Scopes of Work for specifications for each type of service to be procured under this contract.

7.20 Emergency Policy and Procedure

The Older Americans Act (OAA) assigns a very proactive emergency management coordination role for the Department on Aging and AAAs. AAA contracted providers are expected to work in tangent with the AAA to meet all emergency preparedness and continuity of services requirements, including but not limited to wellness checks, reporting requirements, etc.

There are two types of emergencies:

- 1) *Participant emergencies* are situations in which the participant may have suffered a personal concern, i.e. Health event, injury, etc.
- 2) *Programming Emergencies* are situations in which regular services cannot be offered due to circumstances. The most common circumstances that cause impediment of services to all participants are weather and program site/structure safety related events

Client Safety is the number one priority during an emergency situation. Lowcountry Council of Governments follows local county Emergency Management Divisions advisement for closure, delay and cancellations of school and businesses attendance and activity, due to weather. Thereby all contracted services shall abide by the same recommendations.

7.21 RFP Service Data

Historical data collected by the AAA for each respective service is included within each RFP as appropriate/available. Additional information may be available upon request.

7.22 Matching Requirements

The AAA and its providers shall meet all of the matching and percentage allocation requirements of the federal regulations as applied to the Area Plan. As of July 1, 2018, the Department on Aging will allow the AAA to use State HCBS funds toward the local match requirement for OAA funds. This pilot program will continue through Fiscal Year 19/20 allowing the AAA to waive match requirements for contractors. If the State HCBS budget is reduced and/or any other factors occur that cause state funds to be unable to meet the match requirements, the AAA may be required to resume responsibility for meeting local matching practices and those requirements will be passed to contractors. The match requirement will be addressed annually by the Department on Aging. Changes to match requirements will be addressed during contract extension as an addendum, if necessary.

Section VIII Evaluation Process and Notification

Award(s) will be made to responsive and responsible Offeror(s) whose proposal(s) provide the best value and are determined to be most advantageous to the AAA. Each responsive proposal will be evaluated to ensure it meets the requirements and criteria specified in the Solicitation.

The Lowcountry Aging Advisory Committee hosts an RFP evaluation subcommittee. This evaluation subcommittee is comprised of individuals with applicable experience and knowledge of the requirements of the Solicitation to conduct a fair and unbiased evaluation of all proposals submitted by qualified Offerors in response to this Solicitation. The evaluation subcommittee reserves the right to reject any and all proposals. The evaluation subcommittee will select proposals for consideration and recommendation. The awarding of contract(s) can be made only after final approval is obtained from the AAA's decision-making authority.

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

1. The proposal(s) must be completed, in the required format, and be in compliance with all the requirements of this RFP.
2. Offeror's understanding of the project and approach to provision of the services, as reflected by the response to the proposal package.
3. Offeror's experience, including references, financial stability, and description of his ability to perform the required service.

Requirement/Evaluation Factor	Percentage of Score	Primary Reference(s)/Comments
Completed, Signed Cover Page	0	Required; Form Provided
Completed, Proposal Package Required Content Checklist	0	Required; Form Provided
Proposed Services and Cost Summary	0	Required; Form Provided
Location of Facilities/Sites	0	Required; Form Provided
Certification of Agreement to General Terms and Conditions	0	Required; Form Provided
Unit Cost Analysis and Budget Narrative	0	Required; Form Provided
Minimum Bid Specifications Checklist and Bidding Schedule	0	Required; Form Provided
Minimum Bid Specifications Attachments A-E	0	Required; Forms Provided
Offeror Certification – Non-Collusion	0	Required; Form Provided
Offeror Certification – Debarment	0	Required; Form Provided
Disclosure of Prior Non-Responsibility Determinations	0	Required; Form Provided
Copy of Business License	0	Required; Form Provided
Documentation of Insurance – Liability	0	Required; Offer Provided
Documentation of Insurance – Workers Compensation	0	Required; Offer Provided
Executive Summary	25	Offeror's Response
Organizational Capacity	35	Offeror's Response
Financial Management and Strength	25	Offeror's Response
Quality Management/Improvement	15	Offeror's Response
Total Percentage	100	

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

Taste Testing

Tasting Panel: Lowcountry Council of Governments will conduct a tasting panel on **April 15, 2019**. Bidders will be required to deliver no more than (9) meals for evaluation. The meals must reflect a standard meal that will be served to a client according to the Meal Type bid offered 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.

Notification Procedure and Process

Each respective Offeror will be notified of the acceptance or denial of the proposal submitted. The Award notification will be sent by email and postal mail. Offerors who have not been selected will be notified by email.

The term of any Contract(s) resulting from this RFP shall be for the period beginning July 1, 2019, and continuing through June 30, 2020 with four (4) options to extend.

Section IX General Terms and Conditions

The successful Offeror 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 Section 504 (Americans with Disabilities Act) Titles II, and III of the Americans with Disabilities Act of 1990 prohibits discrimination on the basis of disability in any program, service, or activity that receives federal financial assistance.

Assignment

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

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/Reviews and Financial Viability

To insure the financial viability and fiscal integrity of each organization, all offerors are required to submit financial statements for the organization. Accepted forms of financial status would include audits or reviews conducted by an independent accounting firm for those subject to audit requirements, board approved financial statements, or comparable financial documentation. The successful bidder will also be required to submit such documentation annually throughout the duration of the contract. 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 of this contract. The Offeror shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served, and the regulations issued pursuant there to (45 CFR, Part 80). The Offeror shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment, and any regulations issued pursuant thereto.

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

Code of Conduct

Lowcountry AAA will follow the guidance of the South Carolina Department on Aging and adhere to the established Code of Conduct as prescribed by the South Carolina Ethics Commission.

Code of Conduct

The Department on Aging has an established code of conduct prescribed by the South Carolina Ethics Commission that governs the performance of its employees or agents in contracting with or expending federal or state grant funds. The Code of Conduct is available from the State Ethics Commission. As a part of this Code of Conduct, no Department on Aging employee or agent shall solicit or accept gratuities, favors, or anything of monetary value from providers or potential providers. The Code provides, to the extent possible under state law, rules and regulations for penalties, sanctions, or other disciplinary actions to be applied for violations of standards by employees or agents of the Department on Aging, current providers, or potential providers.- SC Aging Services Policies and Procedures Manual 2018, June 13, Final. Pg. 53, Section 305: G. ([South Carolina Department on Aging Policies and Procedures Manual](#))

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

Offerors must be licensed and bonded to do business in the State of South Carolina, and are required to have the appropriate insurance coverage. Minimum insurance coverage carried by the Offeror shall not be less than the following:

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

Contractor's 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 the 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.

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.

Limited English Proficiency Limited English Proficiency (Executive Order 13166) requires federal agencies to provide LEP persons with meaningful access to federally conducted activities. This executive order also requires agencies to ensure that federally funded activities—which recipients of federal financial assistance carry out—comply with the nondiscrimination prohibitions of Title VI of the Civil Rights Act of 1964 and its implementing regulations.

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 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 Offeror Cover Page, and/or Memorandum of Understanding Contact page. Notice to the Lowcountry Council of Governments shall be to the Lowcountry Council of Governments Contact Person at PO Box 98,

Yemassee, SC 29945, 634 Campground Rd, Yemassee, SC 29945. 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 must be expended under the regulations of CFR 220, § 1321.61 Advocacy Responsibilities of the Area Agency. In summary, 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.

No requirement in this section shall be deemed to supersede a prohibition contained in the Federal appropriation on the use of Federal funds to lobby the Congress; or the lobbying provision applicable to private nonprofit agencies and organizations.

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 Offeror 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. Offeror 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 Offeror 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 a signed Proposal, the Offeror agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

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 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 a 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.

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 and/or Memorandum of Understanding with a firm for the complete set of products and services described. To the extent that firms choose to make a 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.

Data Entry

Successful offerors may be required to enter data into the SC Department on Aging approved data base which at this time is AIM – Advanced Information Management System, as well as adhere to any additional software requirements set forth by the AAA. Therefore, all successful offerors must possess or agree to obtain and utilize the necessary technology requirements outlined in the Standard Contract Terms and Conditions. Support and Training will be provided by the AAA.

Monitoring

Lowcountry AAA is responsible for exercising general oversight over the programs funded with federal and state monies, laws, regulations, and policies, including when fraud or abuse is suspected. The AAA has established standards to oversee quality, access, and timeliness of service for participants. AAA oversight also focuses on administration and management, appeal and grievance systems, marketing, participant satisfactions, provider networks, and quality improvement.

Program integrity activities are meant to ensure that program dollars are spent appropriately on delivering quality and necessary services, while preventing fraud and abuse from taking place. When services are implemented well, program integrity helps to ensure that prospective and enrolled participants meet program requirements and that services provided to participants are appropriate and satisfactory.

Depending on their specific mission and scope, programming standards, activities and DATA requirements may vary. The AAA may use number of tools to identify and address compliance and participant satisfaction with the programs that are funded by the AAA. Specific methods may include:

- Request of program documentation;
- Unannounced visits to monitor program activity;
- Participant satisfaction surveys

Section X Required Attachments - Forms

All forms contained in Section X must be completed and returned with the offer regardless of the number of services being proposed. These forms apply to your organization as a whole. Note, some forms may be required to be completed for each service being proposed. Information on submitting these forms within your proposal can be found within Section V Proposal Requirements. As noted below Attachment G is a checklist of required proposal content.

*Note: All questions within the Minimum Meal Bid Specifications **must** be addressed to include completion of the minimum meal bid specifications checklist and meal bidding schedule. All Minimum Meal Bid Specifications Required Attachments **must** be completed and included. Reference Attachments A-E.*

Below is an outline of all forms provided within this section.

- ATTACHMENT A – Location of Vendor Food Production Facilities
- ATTACHMENT B – Meal Cost Analysis Worksheets
- ATTACHMENT C – Proposed Route Schedule
- ATTACHMENT D – Proposed Menus with Nutrition Analysis for each Meal Type
- ATTACHMENT E – Requested Vendor Menu Types
- ATTACHMENT F- Proposal Package Cover Page
- ATTACHMENT G – Required Proposal Content Checklist
- ATTACHMENT- H- Proposed Services and Cost Summary
- ATTACHMENT I- Unit Cost Analysis and Budget Summary
- ATTACHMENT J- General Terms and Conditions Signature Page
- ATTACHMENT K - Offeror Certification - Non-Collusion
- ATTACHMENT L- Offeror Certification - Debarment
- ATTACHMENT M- Disclosure of Prior Non-Responsibility Determinations



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%)	_____

VENDOR PROPOSED ROUTE SCHEDULE

Number of Non-contract Stops: _____

Do not complete travel time and delivery window for non-contract stops.

Window for Delivery Time

* Estimated travel time includes period from start time and all stops prior to the delivery of any particular meal site.

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_____ Carbs_____	Vit C_____ Carbs_____	Vit C_____ Carbs_____	Vit C_____ Carbs_____	Vit C_____ Carbs_____	Vit C_____ Carbs_____
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_____	Kcal_____ Pro_____	Kcal_____ Pro_____	Kcal_____ Pro_____	Kcal_____ Pro_____	Kcal_____ Pro_____
Fat_____ Fiber_____	Fat_____ Fiber_____	Fat_____ Fiber_____	Fat_____ Fiber_____	Fat_____ Fiber_____	Fat_____ Fiber_____
Vit C_____ Carbs_____	Vit C_____ Carbs_____	Vit C_____ Carbs_____	Vit C_____ Carbs_____	Vit C_____ Carbs_____	Vit C_____ Carbs_____
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 E

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-perishables, 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 Department on Aging 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 F: PROPOSAL PACKAGE COVER PAGE

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

CERTIFICATION: I certify that the information contained in this proposal fairly represents this entity and its operating plans and budget necessary to conduct the proposed provision of In-Home and/or Community Based Services for the Elderly under Title III of the Older Americans Act, as amended, and South Carolina State-Funded Programs of the State Unit on Aging described herein. I acknowledge that I have read and understand the requirements of the Solicitation and that this entity is prepared to implement the proposed services as described herein. I further certify that I am authorized to sign this proposal and any contractual agreement emanating there on behalf of the entity submitting the proposal. This PROPOSAL is firm for a period of at least one-hundred and twenty (120) calendar days from the closing date. Closing date for this solicitation is **3:00 PM EST March 21, 2019.**

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

Typed Name of Signatory Official

Typed Job Title of Signatory Official

Date

RFP Title

**Proposal Specifications
Required Information Checklist**

Proposers shall thoroughly examine all aspects of this Invitation to Propose. All of the supplemental materials identified and requested must be submitted and made a part of the Proposal. Additional supporting documentation that is requested within Section V Proposal Requirements is the responsibility of the Offeror to include as appropriate.

This form should be turned in with your proposal package. The form should be located behind your proposal package letter.

- ☐ I. Table of Contents
- ☐ II. Executive Summary
 - ☐ Proposal Package Cover Letter (Attachment E)
 - ☐ Letter of Transmittal (signed)
 - ☐ Required Proposal Content Checklist (Attachment G)
 - ☐ Proposed Services and Cost Summary (Attachment H)
 - ☐ References (3)
- ☐ III. Organization Capacity
 - ☐ Resumes of Key Personnel
 - ☐ Minimum Bid Specifications Required Information
 - Dept. on Aging Minimum Bid Specifications Required Information Checklist-p. 23
 - Meal Bidding Schedule
 - Minimum Bid Specifications Required Attachments A-E
- ☐ IV. Financial Management
 - ☐ Unit Cost Analysis and Budget Narrative (Attachment I)
 - ☐ Documentation of Financial Strength – Audit/Financial Statement
 - ☐ Written procedures for Grant Related Income (donations)
- ☐ V. Quality Management
- ☐ VI. Certifications and Assurances – Required Attachments
 - ☐ General Terms and Conditions Signature Page (Attachment J)
 - ☐ Offeror Certification – Non-Collusion (Attachment K)
 - ☐ Offeror Certification – Debarment (Attachment L)
 - ☐ Disclosure of Prior Non-Responsibility Determinations (Attachment M)

ATTACHMENT H: PROPOSED SERVICES AND COST SUMMARY

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

Service	Beaufort County	Colleton County	Hampton County	Jasper County
REGULAR DAILY PREPARED				
REGULAR BREAKFAST				
THERAPEUTIC DAILY PREPARED				
SHELF-STABLE				
DELI				
REGULAR &/or Therapeutic FROZEN <i>*Specify fresh supplemental foods Y or N</i>				
REGULAR &/or Therapeutic FROZEN <i>* Specify fresh supplemental foods Y or N</i>				
REGULAR FROZEN BREAKFAST <i>*Specify fresh supplemental foods Y or N</i>				
EMERGENCY				

ATTACHMENT I: UNIT COST ANALYSIS AND BUDGET NARRATIVE

Geographic Service Area:

Offeror: _____

Service Type: _____

Offerors who are submitting proposals for more than one meal type must complete a Unit Cost Analysis and Budget Narrative for each individual service being proposed. Proposals for multiple services and unit costs associated with those services are considered standalone and should not be dependent on one another unless otherwise noted within the RFP.

Item #	SERVICE Delivery Costs:	Budget
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	Food/M 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	\$ -
Management (Indirect/Overhead) Costs		
18	Personnel Salaries	0.00
19	Fringe Benefits	0.00
20	Other: (specify)	0.00
21	Other: (specify)	0.00
22	Other: (specify)	0.00
23	Subtotal - Mgmt. (Indirect/Overhead) Costs	0.00
33	TOTAL OPERATING BUDGET	0.00
34		
35	Projected Total # of Units	0
36	Actual Unit Cost	#DIV/0!
Other Funding Sources		
37	Source: (specify)	0.00
38	Source: (specify)	0.00
39	Subtotal	0.00
Net Unit Cost (Offer)		#DIV/0!

BUDGET NARRATIVE

In the budget narrative, you will provide a justification for all budget line items included in your proposed budget. The budget narrative provides supporting information for proposed unit costs and will be reviewed to ensure such unit cost is reasonable, necessary, prudent and includes only allowable costs as it relates to these funds. A budget and narrative justification should be completed for each service you are submitting a proposal for.

[Note: line items not specific to this service should be inputted based on a percentage of the total expenses for your organization and not all inclusive. This contract is not meant to be a sole funding source.]

I. SERVICE DELIVERY COSTS

A. Personnel

- List all staff positions by title and briefly describe their scope of responsibility for the service.
- Give annual salary, percentage of time assigned to the project, and total cost for the budget period.

[Note: This category includes only direct costs for the salaries of those individuals who will perform work directly for the project.]

B. Fringe Benefits

Identify the types of benefits included in fringe.

[Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to payroll taxes, employee insurance, workers compensation, and pension.]

C. Travel (for service delivery)

- List all travel anticipated necessary for employees to perform the service during the budget/contract period. Be specific about who will travel, where, and why.
- Travel may be integral to the purpose of the proposed project or related to the proposed project activities (e.g., attendance at meetings).

*[**Do not** include costs for travel for consultants, contractors or other partner organizations – these costs should be placed in the “contractual” line item.]*

D. Training (include training related staff travel)

- Identify all trainings and the purpose of the training that will be conducted for the proposed project (e.g., staff trainings, community member training, etc.) and list each individual training, if known.
- Specify the fees associated with each training (e.g., conference or registration fees).

*[**Do not** include trainer or consultant/contractor fees. These costs should be placed in the “contractual” line item.]*

E. Facility/Building Costs

Describe the facility costs (rent/leave, maintenance, etc.) as associated with delivery of service.

[Note, this line item is specific to facilities/buildings of which the service is being operated out of and does not include administrative buildings. If you receive more than one funding source for the same type of service operating within this building, this expense should be only a percentage of your total expense.]

F. Utilities

Describe the utility costs as associated with delivery of service.

[Note, if you receive more than one funding source for the same type of service, this expense should be only a percentage of your total expense.]

G. Equipment

- Identify all equipment items to be purchased for the proposed service delivery and place in an itemized list.
- Also include accessories necessary to make the equipment operational.

*[**Do not** include equipment service or maintenance costs or contracts. These costs should be placed in the “other direct costs” line item.]*

H. Insurance

- Describe all expenses included in this line item that are related to insurance costs required to operate the program (i.e. liability, accident insurance for both facilities and vehicles, if applicable).
- List types of insurance and estimated costs for the program term.

I. Supplies

- All tangible personal property other than “equipment”.
- The budget detail should identify categories of supplies to be procured dependent on the service type (i.e., office supplies, gas, oil, etc.).

[NOTE: Non-tangible goods and services associated with supplies, such as printing services, photocopy services, and rental costs should not be placed in the “supplies” line item – place the non-tangible goods and services costs in the “other direct costs” line item.]

J. Food/Nutrition Costs (caterer services only)

Include a description of raw food costs as associated with the service, if known.

K. Other

- This category should include only those types of direct costs that do not fit in any other budget categories.
- Examples of costs that may be in this category are: insurance, rental/lease of equipment or supplies, equipment service or maintenance contracts, printing or photocopying, vehicle maintenance or repair, or other direct contracts.

II. MANAGEMENT COSTS (INDIRECT/OVERHEAD)

[Indirect costs are those incurred by the grantee for a common or joint purpose that benefit more than one cost objective or project, and are not readily assignable to specific cost objectives or projects as a direct cost. Examples of IDC are: administrative personnel, services, facility costs (e.g. rent, utilities, telephone), equipment and activities associated with agency administration]

A. Personnel

- List all staff positions by title.
- Give annual salary, percentage of time assigned to the project, and total cost for the budget period.

[This category includes only indirect costs for the salaries of those individuals who will perform work directly for the project.]

B. Fringe Benefits

Identify the types of benefits included in fringe for indirect staff.

[Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to payroll taxes, employee insurance, workers compensation, and pension.]

C. Other

This category should include only those types of indirect costs that do not fit in any other budget categories.

III. OTHER FUNDING SOURCES

A. Source

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

[Note: This section may not apply to you and/or your organization.]

ATTACHMENT J: GENERAL TERMS AND CONDITIONS SIGNATURE PAGE

In order to be considered for an award of a contract for any of the services being procured through this Solicitation, your concurrence, agreement and signed acceptance of the GENERAL TERMS AND CONDITIONS (found in Section IX) is a general requirement. These requirements will become part of any contract(s) resulting from this Solicitation. The AAA is aware that, in rare circumstances, an exception may apply. If you take exception or are unable to comply with a particular standard, you must identify the standard and provide an explanation. The AAA will consider your comments; however, it should be noted that allowable waivers are rare.

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 Services FY 2019 and must meet the minimum qualifications for services as defined in the specific service standards found in the applicable Scope of Work. Unless stated otherwise, all terms and conditions are applicable to an “offeror” and/or a “contractor.” The term “offeror” is used when the term or condition is not reasonably applicable until after an offeror receives an award of a contract.

Please check (✓) one:

☐

No Exceptions Noted

☐

Exceptions Noted Below

COMPANY:			
MAILING ADDRESS:			
CITY:	STATE:	ZIPCODE:	PHONE:

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

Date

Typed Name of Signatory Official

Typed Job Title of Signatory Official

Organization/Company Name

RFP TITLE

Exceptions (include clause reference, title and explanation):

ATTACHMENT K: 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 Title

ATTACHMENT L: OFFEROR CERTIFICATIONS – DEBARMENT

In order to be considered for award of a contract for any service being procured through this Solicitation, you must not be presently DEBARRED or EXCLUDED from provision of these services by any Federal Agency.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

Note: Any contractor receiving an award made pursuant to this solicitation is considered a "lower tier participant."

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone 202/245-0729).
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
-
- (1) The prospective contractor (lower tier participant) certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective contractor (lower tier participant) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Date

Organization/Company Name

RFP Title

ATTACHMENT M: 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: _____

Official 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 the intentional provision of false or incomplete information to a Government entity? (Please circle) No Yes

Basis of finding of non- responsibility _____

3. Was the basis for the finding of non-responsibility due to a violation of a state finance law?
If Yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____ Date of Termination/Withholding of Contract: _____

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) No Yes

6. If Yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____ Date of Termination/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 correct.

Signature of Signatory Official (in blue ink)

Date

Typed Name of Signatory Official

RFP Title

APPENDIX A – RFP SERVICE DATA

COMPARISON OF UNITS OF SERVICE BY COUNTY

Beaufort County	FY 17/18 Units		FY 16/17 Units		FY 15/16 Units
Congregate Meals	11,448		11,558		11,720
Home Delivered Meals Hot	13,387		12,299		12,123
Home Delivered Meals Frozen	19,845		21,552		18,810
Home Delivered Meals Cold	0		0		0
Total	44,680		45,409		42,653
Colleton County	FY 17/18 Units		FY 16/17 Units		FY 15/16 Units
Congregate Meals	7,198		6,483		7,647
Home Delivered Meals Hot	24,820		23,127		20,027
Home Delivered Meals Frozen	18,380		15,980		0
Home Delivered Meals Cold	0		0		0
Total	50,398		45,590		27,674
Hampton County	FY 17/18 Units		FY 16/17 Units		FY 15/16 Units
Congregate Meals	14,265		14,027		20,165
Home Delivered Meals Hot	29,553		26,608		25,778
Home Delivered Meals Frozen	0		0		0
Home Delivered Meals Cold	6,348		6013		5,002
Total	50,166		46,648		50,945
Jasper County	FY 17/18 Units		FY 16/17 Units		FY 15/16 Units
Congregate Meals	16,316		16,478		18,601
Home Delivered Meals Hot	24,744		27,263		26,549
Home Delivered Meals Frozen	0		0		0
Home Delivered Meals Cold	0		0		0
Total	41,060		43,741		45,150

**Total number of meals ordered is inclusive of all funding sources, including AAA funded meals and local meals. Meal type is dependent on the need of the client.*

NOTE: In current FY 18/19, there have been a total of 10,175 emergency shelf-stable meals ordered. The amount of emergency shelf-stable meals ordered each year is dependent upon emergency preparedness measures as well as the number of weather-related emergencies/disasters to affect our region within that time span.

APPENDIX B – NON-OFFERORS 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 returning to the Lowcountry Area Agency on Aging, Attention Jordan Newman at jnewman@lowcountrycog.org.

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 (in **blue** ink)

Date

Typed Name of Signatory Official

Title of Signatory Official

RFP Title