

GENERAL TERMS AND CONDITIONS

Affirmative Action

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

Americans With Disabilities Act (ADA)

The firm shall comply with the ADA, as applicable.

Assignment

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

Bankruptcy

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

Audits and Reviews

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

Choice of Law

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

Civil Rights Act of 1964, title VI and VII

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

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

Compliance with Codes, Ordinances, Industry Standards

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

Contract amendments, modification and change orders

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

Contractor's Liability Insurance

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

Worker's Compensation	\$250,000 each person
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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
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Contractor's Obligation – General. The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

Compliance With Federal Regulations

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

Disputes

All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Lowcountry Council of Governments or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in State of South Carolina. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2)

False Claims

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

Fixed Pricing Required

Any pricing provided by contractor shall include all costs for performing the work associated with that price, except as otherwise provided in this solicitation, contractor's price shall be fixed for the

duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

Force Majeure

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

Non-Indemnification

Any term or condition is void to the extent it requires the Lowcountry Council of Governments to indemnify anyone.

Notice: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on RFP Respondent Cover Page, and or Memorandum of Understanding Contact page. Notice to the Lowcountry Council of Governments shall be to the Lowcountry Council of Governments Representative's 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 not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal

actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors and must be included in all subcontracts.

Safety Precautions

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

Save Harmless

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

S. C. Law Clause

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

Service of Process

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

Termination

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

a) For Convenience

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

b) For Cause

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

a) 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 joint Proposal, one firm must be designated the lead firm to sign the contract and be the point of contact with the Lowcountry Council of Governments. Joint proposals will not be accepted with intent of joint contract.

General Information

Information pertaining to the Older Americans Act referred 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 services, please note respective Scopes of Work relates to the type of service to be offered as well as the overall supportive requirements that must be met if applicable.

The Respondent must meet the broad spectrum of the 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 Lieutenant Governor's Office on Aging, and the Lowcountry Council of Governments. The Respondent will be required to meet, but not be limited to, the criteria listed within.

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

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

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

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

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