



January 2019

Lowcountry Area Agency on Aging Request for Proposal

Purchase of Older American Act Services FY 2019



CONSUMER CHOICE HOME CARE SERVICES



Serving Beaufort, Colleton,
Hampton and Jasper Counties

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.

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

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

The Lowcountry Council of Governments shall have no responsibility or liability for any of Offeror's costs related to preparation of proposals, attendance at the 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 Homecare-0001

ISSUE DATE: Thursday, February 7, 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: *Consumer Choice Home Care Services (Personal Care and Homemaker)*

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. The Lowcountry Area Agency on Aging (AAA) is seeking home care providers that are licensed by the South Carolina Department of Health and Environmental Control (SCDHEC) having the capacity to accept referrals and provide direct home care services as specified in the Scope of Work. The Lowcountry AAA is not interested in agencies that function as staffing or registry agencies and do not provide training and supervision of aides. Home Care aides must be employees of the Provider.

The Offeror agrees to provide Home Care Services (personal care and homemaker) at the rate of \$18.00 per hour to eligible individuals approved by Lowcountry Area Agency on Aging (AAA).

A letter of intent will be required of all offeror's who plan on submitting 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.

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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 7, 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	10:00 AM EST, March 7, 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 to be addressed at the pre-proposal conference 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:	10:00 AM EST, March 7, 2019
Organizations planning to attend must RSVP to:	Jordan Newman – Jnewman@lowcountrycog.org Subject Line: Consumer Choice Home Care Program 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: Consumer Choice Home Care Program RFP Program 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 VI for more information.)

1.5 SERVICES TO BE OFFERED

Offerors may submit a proposal for the complete package of individual service **by county or the 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.

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 one or more of the services listed on page 2, and outlined in the 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, Consumer Choice services and, 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 relates 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 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, 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, 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 Consumer Choice Services – Proposal #AAA **Consumer Choice-0001**."

- a. Include the addresses, phone numbers, fax numbers and e-mail addresses for the signatory authority and contact person, and service type intending to propose on (i.e., Home Delivered Meals, Group Dining, Group Dining Transportation).
- b. The letter of intent to submit a proposal must be signed by the same signatory authority who will sign the proposal to be submitted later. **Email copies are accepted.** Please email your Letter of Intent to Jnewman@lowcountrycog.org with the Subject line: *Consumer Choice Services 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. 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 B 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 A). 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 B), and your final page should consist of a completed Proposed Services and Prices Summary (see Attachment C).

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.)*

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 SC 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. 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 Services Form listing the location of all facilities/sites (see Attachment D).

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.

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

- Demonstrate your ability and capacity to provide quality home care service for the entire service delivery area(s) you are proposing.
- Describe your policies and procedures for documenting client service delivery.
- Provide the home care service hours of operation. How will you accommodate seniors' needs for home care services beyond the business' normal hours?
- 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.
- Describe marketing efforts that have been used or will be used to raise community awareness of the organization's programs and services supported in whole or in part through the Lowcountry AAA.
(Note: See "Publicity Releases" in Section IX General Terms and Conditions.)

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.

All tools and resources, including adequate staff, that are required for appropriate service delivery must be on site, in place, and in working order at the provider location prior to first date of service.

IV. FINANCIAL MANAGEMENT AND STRENGTH

- 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 clients and service delivery. Include a description of ingress/egress and overall safety features for all facilities and vehicles (i.e., ADA accessible, hand rails, ramps, etc. (if applicable)). Include any major construction or repairs currently being undergone (if applicable).

Choice

Describe the Offerors ability to offer program and socialization 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, financial hardship, equipment or vehicle failures, and inclement weather.

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 23.)

VI. CERTIFICATIONS/ASSURANCES – (REQUIRED ATTACHMENTS)

The following must be completed and returned with the offer. These forms apply to your or 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.

- General Terms and Conditions Signature Page (Attachment F)
- Offeror Certification – Non-Collusion (Attachment G)
- Offeror Certification – Debarment (Attachment H)
- Disclosure of Prior Non-Responsibility Determinations (Attachment I)

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 a Non-Offerors Response form as seen in 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(s) of Work

Section VI contains the services that are eligible through this Request for Proposal. 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 services for which the AAA is soliciting for proposals is Home Care Services, to include Personal Care and Homemaker.

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 Home Care Scope of Work

Home care services address a progressive level of need that a program beneficiary usually experiences when dealing with a condition that requires assistance with incidental or routine activities of daily living.

PURPOSE:

Home care services provide assistance to older individuals, families, and/or caregivers to overcome specific barriers to maintain, strengthen, and safeguard independent functioning in the home. These services are designed to prevent or delay institutionalization and improve the individual's or caregiver's quality of life and include personal care and homemaker assistance.

ELIGIBLE POPULATION:

Individuals 60 years of age or older may be eligible for home care services if they are homebound, have a chronic illness, have limitations in their activities of daily living, or have an acute episode of a chronic illness that affects their ability to provide self-care and maintain a safe and sanitary home environment without assistance. Home care service beneficiaries are expected to be home-bound or to have a medical condition that prevents them from safely performing the activities involved in the services received.

Lowcountry Area Agency on Aging Home Care Program will not supplant services offered by appropriate primary resources. Therefore, older adults utilizing Community Long Term Care, Hospice and/or Veterans Aid and Attendance services may not be eligible for Lowcountry Consumer Home Care program services.

HOME CARE SERVICE DEFINITIONS

1. Home care

- a. Personal Care – Personal assistance, stand by assistance, and supervision or cues (such as with eating, bathing, toileting, transferring in/out of bed or chair, walking, dressing, grooming, assistance with medicine, etc.).
- b. Homemaker – Assistance such as preparing meals, shopping for personal and household items, using the telephone, and/or doing light housework, in order to the maintain home environment to help the participant remain in their home.

UNIT OF SERVICE

One unit of service is one (1) hour of direct home care provided in/at the client's residence. Administrative activity, record keeping, staff travel time and staff "down time" are not counted as units of service but are elements of the total unit cost. Units of service costs are uniform – see unit cost.

When more than one elderly person, eligible for home care services, lives in a household, services not specific to the individual are considered one unit of service. For example, bathing, personal grooming, or medication management are specific to the individuals served and would count as two units, if documentation shows that each person received one of these services during the visit.

AAA REIMBURSEMENT FOR SERVICE UNITS EARNED

The AAA reimburses on a monthly rate. The AAA shall not reimburse for any home care service units not earned by the Provider. Reimbursement payments shall be withheld if the AAA determines the service units have not been earned.

UNIT COST

Personal Care/Homemaker – \$18.00 per unit served

SERVICE REQUIREMENTS:

1. Home Care

a) Personal Care

Personal Care is a service that delivers hands-on assistance with the completion of activities of daily living and instrumental activities of daily living. The Provider shall have the capacity to provide the following *hands-on* service activities to clients according to an individualized service plan:

- i. Provide personal care such as bathing, dressing, shaving, hair care, incontinence, etc.;
- ii. Assist with ambulation and prescribed exercises;
- iii. Assist in following treatments prescribed by a physician or therapist;
- iv. Provide Door-through-Door Non-Emergency Medical transportation; and
- v. Observe and document both client and home condition, reporting changes to supervisor.

b) Homemaker

Homemaker is assistance with basic care of the home and client. The Provider shall have the capacity to provide the following service activities to clients according to an individualized service plan:

- i. Teach or retrain the individual in practical methods of managing household tasks.
- ii. Provide assistance with financial management with tasks such as budgeting income, planning expenditures, paying bills and effective use of food stamps.
- iii. Assistance with communication needs such as speech exercises recommended by therapists, writing letters, reading news articles to provide orientation to daily events.
- iv. Provide assistance with meal planning, preparation and preservation that will assist clients in following and understanding the benefits of prescribed diets.
- v. Provide assistance with limited home maintenance (laundry, mopping, washing dishes, sweeping, vacuuming, etc.), and shopping errands.
- vi. Provide Companionship for the purpose of socialization.
- vii. Observe and document both client and home condition; reporting changes to supervisor

*Note: These lists are not all inclusive, other services may be available upon request.

SERVICE DOCUMENTATION:

The Contractor shall comply with the following documentation requirements:

1. Meet all reporting requirements of the AAA.
2. Provide documentation of homemaker services and/or personal care services provided on each visit, signed by the older individual or the responsible party, including time spent serving the older individual and notations on their condition.
3. Provide documentation of missed or attempted visits.
4. Provide Incident Reports and registered complaints and follow-up.

RIGHTS RELATED TO IN-HOME SERVICES FOR FRAIL OLDER INDIVIDUALS

The OAA requires entities that provide in-home services to promote the rights of each older individual who receives such services. Such rights include the following:

- The right to be fully informed in advance about each in-home service provided and any changes in service that may affect the well-being of the program beneficiary;
- The right to participate in planning and changing the in-home services unless the program beneficiary is judicially adjudged incompetent;

- The right to voice a grievance with respect to such service that is or fails to be so provided without discrimination or reprisal as a result of voicing such grievance;
- The right to confidentiality of records relating to the program beneficiary;
- The right to have the property of the program beneficiary treated with respect; and
- The right of the program beneficiary to be fully informed (orally and in writing), in advance of receiving in-home service, of his/her rights and obligations.

Section VII General Information

Offerors may submit a proposal for the complete package of individual service(s), **by county or the entire region**. 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 Offerors 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 review panel of the Offeror's capacity for growth and/or expansion as in 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 F).

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 Contact Person 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
Summary of Proposed Services	0	Required; Form Provided
Certification of Agreement to General Terms and Conditions	0	Required; Form 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 SC DHEC License	0	Required; Offer 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.

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

Affirmative Action

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. A checklist of required proposal content can also be found in Attachment B.

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

- ATTACHMENT A - Proposal Package Cover Page
- ATTACHMENT B – Required Proposal Content Checklist
- ATTACHMENT C - Summary of Proposed Services
- ATTACHMENT D - General Terms and Conditions Signature Page
- ATTACHMENT E- Offeror Certification - Non-Collusion
- ATTACHMENT F - Offeror Certification - Debarment
- ATTACHMENT G - Disclosure of Prior Non-Responsibility Determinations

ATTACHMENT A: PROPOSAL PACKAGE COVER PAGE

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

Date

Typed Name of Signatory Official

RFP Title

Typed Job Title of Signatory Official

ATTACHMENT B: REQUIRED PROPOSAL CONTENT CHECKLIST

<p style="text-align: center;">Proposal Specifications Required Information Checklist</p>
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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 A)
 - Letter of Transmittal (signed)
 - Required Proposal Content Checklist (Attachment B)
 - Summary of Proposed Services (Attachment C)
 - References (3)
- III. Organization Capacity
 - Resumes of Key Personnel
 - Copy of SC DHEC License
 - Documentation of Insurance – Liability and Workers Compensation
- IV. Financial Management
 - Documentation of Financial Strength – Audit/Financial Statement
- V. Quality Management
- VI. Certifications and Assurances – Required Attachments
 - General Terms and conditions Signature Page (Attachment D)
 - Offeror Certification – Non-Collusion (Attachment E)
 - Offeror Certification – Debarment (Attachment F)
 - Disclosure of Prior Non-Responsibility Determinations (Attachment G)

ATTACHMENT C: SUMMARY OF PROPOSED SERVICES

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

Home Care Service(s)	Beaufort County	Colleton County	Hampton County	Jasper County
Personal Care/Homemaker				

(Note: The “unit rate” for each of the service types listed are uniform. This rate can be found in Section VI – Scope of Work.)

ATTACHMENT D: 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 E: 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 F: 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.

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- (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

ATTACHMENT G: 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)

Typed Name of Signatory Official

Date

RFP Title

APPENDIX A – 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

