CATAWBA AREA AGENCY ON AGING

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL: **RFP#CATAWBA AAA-2024-SERVICES**

MANDATORY PRE-PROPOSAL CONFERENCE: **10:00 AM EST, Tuesday, February 6, 2024**

PROPOSAL SUBMITTAL DEADLINE*:* **4:00 PM EST, Thursday, March 13, 2024**

PURPOSE: Procurement of In-Home and Community-Based Services for the Elderly under Title III of the Older Americans Act and Home and Community Based Services funded by the South Carolina State Unit on Aging. These programs include home-delivered meal programs, group dining programs, transportation service programs, evidence-based health promotion and disease prevention programs, and home care services.

CONTACT PERSON:

Barbara J. Robinson, Executive Director
Catawba Area Agency on Aging
2051 Ebenezer, Suite B, Road Rock Hill, SC 29732
TELEPHONE: (803) 329-9670
FAX: (803) 329-9765
Email address: Barbara.Robinson@catawba-aging.com

We invite you to submit Proposals following the requirements contained in this solicitation. To be considered for the award, proposals MUST be received by the Catawba Area Agency on Aging at 2051 Ebenezer Road, Suite B, Rock Hill, SC 29732, no later than **4:00 PM EST, Wednesday, March 13, 2024**.

Proposals received after the deadline will not be considered for award. The Contract(s) that may result from this solicitation are funded through a combination of Federal, State, and Local funding sources; therefore, some uncertainty exists concerning what level of funds may be made available to Offerors, which is determined annually.

Funds made available under this Request for Proposal (RFP) may require a non-federal match stipulated in the body of the RFP in greater detail. Offerors must demonstrate and document their availability and commitment to meet match requirements. To best meet the needs of seniors in the region, Contractors are also required to coordinate with other service providers for the delivery and/or referral of needed services.

Although this RFP establishes the basis for offeror proposals, detailed obligations and performance measures may be revised through negotiations with the responsive Offeror(s) before finalizing the contract(s).

Proposals must be **signed in Blue Ink** by an official authorized to bind the proposing organization, and proposal terms, conditions, and prices must be valid for a minimum of 90 days from the closing date for submission.

This solicitation does not commit the Catawba Area Agency on Aging to award a contract, nor is the Catawba Area Agency on Aging responsible for any costs incurred in preparing a proposal. The AAA reserves the right to accept or reject any or all proposals received because of this RFP, to negotiate with all or selected Offerors, or to cancel, in part or in whole, this RFP if it is in the best interest of the Catawba Area Agency on Aging to do so.

The term of any Contract(s) resulting from this RFP is projected to be for the period beginning **July 1, 2024, and continuing through June 30, 2025**, with options for an additional four (4) one-year extensions.

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In accordance with 2 CFR 200.321, The Catawba Area Agency on Aging will ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

SECTION I

SCOPE OF SOLICITATION

1.1 TO ACQUIRE SERVICES

This solicitation aims to acquire Older Americans Act and/or State funded services in full compliance with all applicable Federal, State, and Local requirements. The contractor (s) and services must follow this solicitation's applicable specifications and conditions.

1.2 CONTRACT PERIOD

The contract period is one year with a renewal option for up to four (4) years, one (1) year renewal options—contract Base Period: 07/01/2024 through 06/30/2025.

Dates are estimated. The resulting contract(s) will begin on the date specified in the award notice. As its option, the Catawba Area Agency on Aging extends any contract if it is in the best interest of the agency and the seniors in the Catawba Region and is agreeable with the offeror. Contract extensions may be less than but will not exceed four (4) additional one-year periods.

All budgetary and unit cost information submitted in your proposal should be based on the Contract Base Period 07/01/2024 through 06/30/2025.

1.3 SERVICES TO BE PROCURED

Offerors may propose services for any or all services in any or all the designated areas. Proposals must address all activities described in the applicable Scope(s) of Services, and the required services must be provided throughout each designated geographic service area being proposed for services. Proposals that fail to offer services throughout a service area will be declared non-responsive. **The projected number of units is based on historical data and expected future needs but is not guaranteed.**

Annual data average for the last year FY2023:

CATAWBA REGION SERVICES	
SERVICES	**UNITS**
Home Delivered Meals	**164,987**
Group Dining	**51,948**
Transportation	**94,159**
Home Care	**13,422**
Heath Promotion/Disease Prevention	**1,162**

1.4 LOCATION(S) OF SERVICE PROVISION - DETAIL

The Catawba Area Agency on Aging service area includes the four counties of Chester, Lancaster, Union, and York. Proposals may be submitted for one or more counties but must provide, at a minimum, offer services throughout the entire county or counties being covered in the proposal rather than fragmented in limited areas.

County	Senior Center Locations	Nutrition Site Locations	
Chester	Chester	Edgemoor	Great Falls
Lancaster	Lancaster	Kershaw	Heath Springs
Union	Union	Jonesville	
York	Rock Hill	Clover	York

1.5 ESTIMATED FUNDING AVAILABLE

The CATAWBA AAA utilizes any combination of federal, state, and local funding to provide services to older Americans in the Catawba Region. Funding allows older adults in this region to remain in the home which is an alternative to institutionalization. See the table below for the PROJECTED FUNDING by service area for the Catawba Region.

SERVICES	FY 2025 PROJECTED REGIONAL FUNDING
Home Delivered Meal Program	$1,689,050
Group Dining Program	$539,514
Transportation Program	$360,000
Health Promotion/ Disease Prevention	$25,300
Home Care (Chore Services)	$329,670

1.6 ESTIMATED UNITS

The units listed below represent the projected number of units to be purchased based on current funding levels, which are not guaranteed.

SERVICES	FY 2025 PROJECTED REGIONAL UNITS OF SERVICE
Home Delivered Meal	189,143
Group Dining Program	55,165
Transportation Program	126,761
Health Promotion/ Disease Prevention	965
Home Care	16,003

SECTION II

INTRODUCTION AND BACKGROUND

2.1. GOAL AND PURPOSE

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).

This solicitation invites qualified Offerors to submit proposals to provide some or all the services listed in Section 1 – Scope of Solicitation and further detailed in the appendices to this solicitation. These services will be provided to eligible, qualified individuals within the designated geographic areas.

This solicitation establishes proposal procedures, defines specific information that must be submitted to be considered for contract award, and identifies the criteria used to evaluate proposals.

The Catawba Area Agency on Aging engages in full and open competition.

2.2. OVERVIEW – OLDER AMERICAN'S ACT AS AMMENDED

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

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

Regardless of income, anyone aged 60 or over is eligible for services. However, funding is limited, so the OAA targets older individuals with the greatest economic and social needs, focusing particularly on low-income minority older individuals and rural elders. The OAA established the Administration on Aging (ACL), 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 SUA is responsible for statewide planning and developing programs and services targeted to older citizens and allocating funds to the state's regional Area Agencies on Aging.

2.3. OVERVIEW-AREA AGENCY ON AGING

The OAA expects Area Agencies on Aging (AAAs) to lead all aging issues within designated planning and service areas. The State Unit on Aging (SUA) in South Carolina has designated ten 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 can live in their own homes and communities if possible.

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

2.4. VALUES AND PRINCIPLES-CATAWBA AREA AGENCY ON AGING

The Department on Aging has been designated the State Unit on Aging (SUA) to receive and administer Federal Older Americans Act (OAA) funds. As the SUA for South Carolina and by 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) planning and service areas in South Carolina and has designated an Area Agency on Aging for each PSA. The CATAWBA AAA has been designated as the AAA for the Catawba Region, including the counties of Chester, Lancaster, Union, and York counties. CATAWBA AAA contracts for a variety of aging services under Title III under the Older Americans Act that have in the past included group dining meals, home-delivered meals, home care services, evidenced-based health promotion, and disease prevention and transportation for persons sixty (60) years of age or older.

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

As part of the formal procurement process for Aging Services in South Carolina, a Comprehensive Needs Assessment was conducted by the SC Association of Area Agencies 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 and

family caregivers. The Needs Assessment can be viewed at the Catawba Area Agency on Aging during normal business hours.

With the 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 CATAWBA AAA administers programs including but not limited to information, referral, and assistance, evidenced-based disease prevention, and health promotion, ombudsman, state health insurance (SHIP), family caregiver support, and assessments.

2.5 FUNDING STRUCTURE FOR PROVISION OF SERVICES

Determining the total amount of funding available to the CATAWBA 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 or 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 service uncertain. Additionally, voluntary contributions and cost-sharing from program participants are allowed for some services. A more detailed description of service funding in SC can be found in the Department on Aging Manual of Policies and Procedures.

If the Federal and/or State Government reduces funding during a contract period or funding is withheld, these reductions would be passed on to successful Offerors awarded a contract. **To address the varied match requirements of the funding sources, the Catawba Area Agency on Aging will reimburse ninety (90) percent of the contracted rate for any service awarded.**

Although it is expected that Offerors be familiar with the basics of OAA and CATAWBA AAA service funding (especially regarding participant contributions and local match requirements), it is the responsibility of the SUA and the AAA’s to interpret and coordinate these resources and to provide technical support to contractors. To assist Offerors with cost calculations and units of service estimations, historical data is provided.

SECTION III

GENERAL INFORMATION AND INSTRUCTIONS

3.1. DEFINITIONS

Unless otherwise noted, the following definitions apply to all parts of the solicitation.

AMENDMENT: a document issued to supplement and/or revise the original solicitation document. Amendments become a binding part of any Contract resulting from this solicitation.
COMPETITIVE AREA: In the Catawba Region the service area represents any county or counties the offeror intends to provide services.
CONTRACT: An agreement under procurement, grant, or subgrant, and any procurement subcontracts under a contract.
CONTRACTEE: An entity that enters a contract with a contractor or vendor and receives specified goods and/or services.
IN-KIND CONTRIBUTION are non-monetary donations. These kinds of contributions may be used as a match for funding resources, which require a match.
OFFEROR: the single legal entity submitting the proposal.
OFFEROR: a person or entity who makes a specific proposal to another (the offeree) to enter into a contract.
PRINCIPALS: officers, directors, owners, partners, and/or 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).
PROPOSALS: offer or proposal submitted in response to this solicitation. The terms offer, and proposal are used interchangeably.
PROGRAM BENEFICIARY: an eligible individual who receives services from the contractor.
PROGRAM INCOME: Gross income received by the contractor directly generated by a grant-supported activity or earned only because of the grant agreement during the grant period.
RESOURCE DEVELOPMENT/PROGRAM DEVELOPMENT: The development of new and existing resources to create new programs or expand existing programs and services for older persons. This process includes those activities that result in the utilization of previously untapped resources of public, private and other agencies.
SCOPE OF SERVICES: Equivalent to SCOPE OF WORK
SCOPE OF WORK: division of work to be performed under a contract or subcontract in the completion of a project, typically broken out into specific tasks with deadlines.
SERVICE AREA: In the Catawba Region the service area represents any county or counties the offeror intends to provide services.
SERVICE SLOT: The number of service units it takes to provide a service (like meals) once per day for a whole year. A service slot may be filled by more than one client for a year, depending on clients' changing needs or to accommodate clients who do not need the service daily. For example: Client A requires meals five (5) days a week equaling one service slot. Client B requires meals three (3) days per week, while Client C requires meals two (2) days a week. Clients B and C, added together, equals one service slot.
SOLICITATION: this document used to procure services, including all its parts, attachments, and any Amendments.
STATUTORY FUNCTIONS: The Administration for Community Living defined statutory functions of the area agency on aging in 1980 as "those that must be performed consistently throughout the

planning and service area.

STATE UNIT ON AGING (SUA): The SUA was established to study, plan, promote, and coordinate a statewide program to meet the present and future needs of aging citizens in South Carolina and to administer all federal programs relating to aging that are not the specific responsibilities of another state agency under the provisions of federal or state law. The Department on Aging is the designated operational unit for the State Unit on Aging (SUA) for South Carolina.

SUBCONTRACTOR: any person or legal entity having a contract to perform work or render service to the Contractor as a part of the Contractor's agreement arising from this solicitation.

TARGET GROUPS: Those eligible individuals identified by the SUA or the OAA to be: The term "greatest economic need'' means the need resulting from an income level at or below the poverty line. The term "greatest social need'' means the need caused by non-economic factors, which include: (a) physical and mental disabilities; (b) language barriers; and (c) cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, that: (i) restricts the ability of an individual to perform normal daily tasks; or (ii) threatens the capacity of the individual.

UNIT COST: The amount of funding needed to provide one service unit.

VENDOR: a company that sells goods or services to another company.

WORK: all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. Scope of Work (SOW) and Services may be used interchangeably.

YOU or YOUR refers to the offeror.

Note: Additional definitions and abbreviations can be found in the SC Department on Aging Policy and Procedures manual referenced in this document.

3.2 SCHEDULE OF EVENTS – Dates are Subject to Change

PROCUREMENT 2024			
Step	**Description**	**Date**	**Time (if applicable)**
1	Request for Proposal (RFP) Issued	Friday, January 19, 2024	
2	Deadline for Receipt of Questions	Wednesday, January 31, 2024	
3	Offeror's Conference, Mandatory	Thursday, February 6, 2024 York County Regional Chamber of Commerce 116 E. Main St. Rock Hill, SC 29731	10:00 AM
4	Deadline for Receipt of Proposal	Wednesday, March 13, 2024	4:00 pm
5	RSVP-PRE-PROPOSAL CONFERENCE via Email: Barbara.Robinson@catawba-aging.com	February 2, 2024	4:00 pm
6	Public Opening of Proposals	Tuesday, March 13, 2024	4:15 pm
7	Preliminary Evaluation Committee for Responsiveness by Staff	Friday, March 15, 2024	
8	Notification of Non-Responsiveness	Monday, March 18, 2024	
9	Distribution of proposals to the Evaluation Committee	March 18-20, 2024	
10	Initial meeting of the Evaluation Committee	Wednesday, March 20, 2024	
11	Deadline for evaluation committee and scoring of proposals by the Evaluation Committee	Wednesday, April 10, 2024	
12	Evaluation Committee and Develop Recommendations for Funding Successful Proposals to the Catawba Area Agency on Aging Board of Directors	Friday, April 12, 2024	11:00 am
13	Recommendation to Catawba Area Agency on Aging Board of Directors	Wednesday, April 17, 2024	11:00 AM
14	Written Notification to all Proposers	Monday, May 15, 2024	
15	Contract Negotiations with an apparent successful offer	Wednesday, May 1, 2024	
16	Anticipated Contract Start	Monday, July 1, 2024	

3.3 PRE-PROPOSAL CONFERENCE - MANDATORY

The pre-proposal conference aims to ensure potential Offerors clearly understand the solicitation requirements. The AAA will accept questions and provide written answers that will be communicated to all eligible potential Offerors. This communication will be an amendment that becomes a part of the solicitation and any resulting contract(s).

Mandatory Requirements for Potential Offerors	
Location:	**York County Regional Chamber of Commerce** **116 E. Main St., Rock Hill, SC 29730**
Date and Time:	**February 6, 2024, at 10AM EST**
RSVP for Mandatory Pre-Proposal Conference needed for planning purposes:	**February 2, 2024, by 4:00 pm**
Organizations planning to attend must RSVP via email by 4:00 pm to:	**Barbara.Robinson@catawba-aging.com** **Subject Line: RFP#CATAWBA AAA 2024-SERVICES**
All questions and/or requests for additional information regarding the RFP shall be submitted in writing to:	**Barbara J. Robinson** **Catawba Area Agency on Aging** **2051 Ebenezer Road, Suite B** **Rock Hill, SC 29732** **Phone: (803) 329-9670 Fax: (803) 329-9765** **Barbara.Robinson@catawba-aging.com**
All questions and/or requests for additional information regarding the RFP shall be submitted in writing by:	**January 31, 2024**

3.4 AMENDMENTS TO SOLICITATION

3.4.1 The Solicitation may be amended before March 13, 2024.

3.4.2 Offerors shall acknowledge receipt of any amendment to this solicitation.

(a) by signing and returning the amendment,
(b) by identifying the amendment number and date in the space provided for this purpose
(c) by letter
(d) by submitting a proposal that indicates in some way that the offeror received the Amendment, or
(e) by sending an email indicating amendment has been received.

3.4.3 If this solicitation is amended, all terms and conditions that are not modified remain unchanged.

3.5 AWARD NOTIFICATION

Notice regarding any award cancellation will be posted at http://www.catawba-aging.com, 2051 Ebenezer Road, Suite B, Rock Hill, SC 29732. Suppose the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more. In that case, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Any award will not be effective until the eleventh day after such notice is given.

3.6 PROPOSAL AS OFFER TO CONTRACT

By submitting your proposal, you offer to enter into a contract with the AAA without further action by either party; a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror on the cover page. An offer may be submitted by only one legal entity; "joint proposals" are not allowed.

3.7 PROPOSAL ACCEPTANCE PERIOD

To withdraw your proposal after the minimum period specified on the Cover Page, you must notify the AAA Contact Person identified on the Cover Page of this solicitation in writing.

3.8 PROPOSAL IN ENGLISH and DOLLARS

Proposals submitted in response to this solicitation shall be in the English language and in US dollars.

3.9 PROCUREMENT AGENT

Authorized Agent. All authority regarding the conduct of this procurement is vested solely with Barbara J. Robinson, Executive Director, Catawba Area Agency on Aging, 2051 Ebenezer Road, Suite B, Rock Hill, SC 29732.

3.10 RESPONSIVENESS OF PROPOSAL

Proposals must include all required forms and signatures, address all questions, and contain a complete proposal response package. The following proposal deficiencies will result in the proposal being determined to be non-responsive, and such proposals will not be considered for award:

3.10.1 Proposals received after the time and date indicated on the cover sheet unless extended by amendment.
3.10.2 Proposals that are not in typed form
3.10.3 Proposals submitted without an original authorized signature **in blue ink**
3.10.4 Proposals submitted without the required number of copies
3.10.5 Proposals submitted without meeting minimum local matching requirements

3.11 ADDITIONAL DOCUMENTATION

3.11.1 The Catawba Area Agency on Aging reserves the right to request supporting documentation, and Offerors shall comply with these requests.
3.11.2 Successful Offerors must be able to obtain and submit, before finalizing the contract, insurance coverage, including liability insurance, bonding, and other organizational information.

3.12 EVALUATION BASED ON INFORMATION SUBMITTED

Proposals will be reviewed solely on the material they contain. Unless requested by the CATAWBA AAA Contact Person, no modifications, alterations, additions, or substitutions to any proposals will be accepted from applicants after the closing date. Any such information received after the closing date will not be considered or reviewed.

SECTION IV

OFFEROR COMPLIANCE

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

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

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

- The OAA, as amended to date;
- Federal regulations issued pursuant to the OAA;
- 45 CFR 1321.5 cites that the following regulations apply to all activities under this part [Title III] and adds that there may be others not listed here.
- 45 CFR Part 80: Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health, Education, and Welfare; Effectuation of Title VI of Civil Rights Act of 1964;
- 45 CFR Part 81: Practice and Procedure for Hearings under Part 80 of this Title;
- 45 CFR Part 84: Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation
- 45 CFR Part 100: Intergovernmental Review of Department of Health and Human Services Programs and Activities; and
- 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards (OMB)
- Program Issuances (PIs) issued by ACL or the SUA that supersede the manual. ACL issuances will become effective only after the SUA has provided notice.
- The SUA Policies and Procedures Manual includes supplemental instructions when issued. The manual can be viewed in the following manner: (1) Department on Aging website http://www.aging.sc.gov and look for Department on Aging – South Carolina Aging Network's Policies and Providers Manual (*Note: this manual is included as an attachment to this RFP,* (2) via email contact Barbara.Robinson@catawba-aging.com.

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

SECTION V

PROPOSAL INSTRUCTIONS AND REQUIREMENTS- GENERAL

5.1 AWARD CRITERIA - GENERAL

Award(s) will be made to one or more responding Offerors. Each responsive proposal will be evaluated to ensure it meets the requirements and criteria specified in the RFP.

The CATAWBA AAA will form a team comprised of individuals with applicable experience and knowledge of the requirements of the RFP to conduct a fair and unbiased evaluation of all proposals submitted by qualified Offerors in response to this RFP. The evaluation team reserves the right to reject all proposals. The evaluation team will make recommendations for awards. The awarding of contract(s) can be made only after final approval is obtained from the CATAWBA AAA decision-making authority.

Section 6 contains RFP questions and required submittals for those areas in which the offeror must clearly demonstrate the way it will meet the requirements of the RFP. Section 7 summarizes the requirements and contains the evaluation weights and maximum points available.

5.2 DEADLINE FOR SUBMISSION OF OFFER

Proposals must be received by 4:00 p.m. on March 13, 2024, at CATAWBA AAA, 2051 Ebenezer Road, Suite B, Rock Hill, SC 29732, by the specified RFP opening time, unless extended by amendment. Any proposal received after the time set for opening shall be rejected.

5.3 REJECTION/CANCELLATION

The CATAWBA AAA may cancel this solicitation in whole or in part. The CATAWBA AAA may reject any or all proposals in whole or in part.

5.4 OPENING PROPOSALS - PRICES NOT DIVULGED

Offers will be publicly opened on March 13, 2024, at 4:15 p.m. and the location identified on the Cover Page, or last Amendment, whichever is applicable. In competitive sealed proposals, prices will not be divulged at opening.

5.5 OFFEROR'S RESPONSIBILITY

Each offeror shall be fully acquainted with conditions relating to the scope and restrictions pertaining to the execution of the work under the conditions of this request. The failure or omission of an offeror to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this request or to the contract. Information related to the scope and restrictions pertaining to the execution of the work and delivery of services can be found in the Department on Aging – South Carolina Aging Network's Policies and Providers Manual (*Note: this manual is included as an attachment to this RFP).*

5.6 SIGNING YOUR OFFER

Every proposal must be signed by an individual with authority to bind the offeror.
5.6.1 If the offeror is an individual, that individual must sign the offer.
5.6.2 If the offeror is an individual doing business as a firm, the offer must be submitted in the firm's name, signed by the individual, stating that the individual is doing business as a firm.
5.6.3 If the offeror is a partnership, the offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
5.6.4 If the offeror is a corporation, the offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

5.7 CORRECTION OF ERRORS

All prices and notations shall be printed in ink or typewritten. If any changes are necessary to the submitted documents, the error must be crossed out; corrections must be entered and initialed by the person signing the proposal. Do not modify the solicitation document, including the cost/price schedule.

5.8 WITHDRAWAL OF OFFER

Offers may be withdrawn by written notice received before the specific time set for opening. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer. The withdrawal and correction of offers are governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085

5.9 CONTENTS OF OFFER

5.9.1 Offers should be complete, carefully worded, and convey all the requested information.
5.9.2 Offers should be prepared and economical, providing a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
5.9.3 Each copy of your offer should be bound in a single volume where practical. Any additional supporting documentation submitted with your offer should be bound in that single volume.
5.9.4 If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Proposals that include either modifications to any of the solicitation's contractual requirements or an offeror's own standard terms and conditions may be deemed non-responsive.

5.10 COMPETITIVE GEOGRAPHIC SERVICE AREAS

This RFP solicits programs to serve eligible individuals residing in the defined competitive/geographic service areas. Proposals will be considered for one or more designated service areas. Proposals must offer to provide services for an entire service area of at least one county.

5.11 CLARIFICATION

The Catawba Area Agency on Aging contact person may elect to communicate with you after opening to clarify your offer or the solicitation's requirements. Such communications may be conducted only with Offerors who have submitted an offer that conforms in material aspects to the solicitation. Clarification of an offer must be documented in writing and included as a part of the proposal. Clarifications may not be used to revise an offer or the solicitation.

5.12 RESPONSIVENESS/IMPROPER OFFERS

5.12.1 Multiple Offers. Offerors may submit multiple offers, provided each offer has significant differences other than price. Each separate offer must satisfy all solicitation requirements. Multiple offers may be submitted as one document, provided you differentiate between each offer, and you submit a separate cost proposal for each offer, if applicable.
5.12.2 Responsiveness. Any offer that fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers that impose conditions that modify the material requirements of the Solicitation may be rejected. If a fixed price is required, an offer will be rejected if the total possible cost cannot be determined. Offerors will not be allowed to correct any material nonconformity. Any deficiency resulting from a minor omission or nonconformity may be cured or waived at the sole discretion of the CATAWBA AAA.
5.12.3 Price Reasonableness: Any offer may be rejected if the CATAWBA AAA determines that it is unreasonable due to price.
5.12.4 Unbalanced Offers. The CATAWBA AAA may reject an offer as nonresponsive if the price is materially unbalanced between line items or sub-line items. An offer is materially unbalanced when it is based on prices significantly less than the cost for some work and prices that are significantly overstated about the cost for other work and if there is a reasonable doubt that the offer will result in the lowest overall cost to the CATAWBA AAA even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

5.13 PRESENTATIONS

Offerors may be required or requested to make an oral presentation of their proposal to the Catawba Area Agency on Aging. Presentations provide an opportunity to clarify proposals and to ensure mutual understanding. The Catawba Area Agency on Aging will determine the need, location, format, and presentation schedule. The Catawba Area Agency on Aging reserves the right to cancel scheduled presentations.

5.14 DISCUSSIONS/NEGOTIATIONS

5.14.1 By submission of a proposal, the offeror agrees that during the period following the issuance of a proposal and prior to the final award of contract(s), the offeror shall not discuss this proposal request with any outside parties except the designated Catawba Area Agency Aging contact person.

5.14.2 Your proposal may be evaluated, and your offer accepted without any discussions, negotiations, or prior notice. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or revision of their proposals.
5.14.3 The AAA reserves the right to conduct discussions with responsible Offerors who submit proposals that appear reasonably susceptible of being selected for award to ensure a full understanding of, and responsiveness to, the requirements of this Request for Proposal(s).
5.14.4 The AAA reserves the right to conduct negotiations with responsible Offerors who submit proposals that appear reasonably susceptible of being selected for award for the purpose of obtaining the best and final offers.
5.14.5 There shall be no disclosure of specific information derived from proposals submitted by competing Offerors.

5.15 QUESTIONS FROM OFFERORS

5.15.1 Any prospective offeror desiring an explanation or interpretation of the solicitation must request it in writing by submitting your question to the AAA Contact Person by the deadline stated in the Schedule of Events (Section 3.4) unless otherwise stated on the Cover Page or by amendment. Label any communication regarding your questions with the name of the AAA Contact Person and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all prospective Offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors.
5.15.2 The CATAWBA AAA-2024-01 seeks maximum competition. Offerors are urged to advise the CATAWBA AAA-2024-01 Contact Person as soon as possible regarding any aspect of this procurement that unnecessarily or inappropriately limits full and open competition.

5.16 CONFIDENTIAL INFORMATION

No documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after the award is made. Such privileged and confidential information includes information that, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All Offerors must visibly mark as "Confidential" each page or part of their proposal that they consider containing proprietary information. Simply marking the entire proposal as confidential is not acceptable.

5.17 TAXPAYER IDENTIFICATION NUMBER

5.17.1 If the offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, the offeror shall submit with its offer the name and TIN of the common parent.
5.17.2 Definitions: "Common parent," as used in this provision, means a corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis and of which the offeror is a member. "Taxpayer Identification Number (TIN)," means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be a Social Security or Employer Identification Number.
5.17.3 If the offeror does not have a TIN, the offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether

(a) offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
(b) offeror is an agency or instrumentality of a state or local government;
(c) offeror is an agency or instrumentality of a foreign government; or
(d) offeror is an agency or instrumentality of the Federal Government.

5.18 SUBMITTING YOUR OFFER OR MODIFICATION

5.18.1 Offers and offer modifications shall be submitted in sealed envelopes or packages and addressed to the office specified in the Solicitation, indicating the time and date specified for opening, the solicitation number, and the name and address of the offeror.
5.18.2 If you respond to more than one RFP/solicitation, each offer must be marked in a different envelope or package.
5.18.3 Each offeror must submit the number of copies indicated.
5.18.4 Offerors using commercial carrier services shall ensure that the offer is addressed and marked on the outermost envelope or wrapper when delivered to the office specified in the Solicitation.
5.18.5 Facsimile or e-mail offers, modifications, or withdrawals will not be considered unless specifically authorized by the Solicitation.
5.18.6 Offers submitted by electronic commerce shall be considered only if the solicitation specifically stipulated or permitted the electronic commerce method.
5.18.7 Offers submitted via facsimile machine or email are unacceptable.

5.19 COMPETITION FROM PUBLIC ENTITIES

Suppose a South Carolina governmental entity submits an offer. In that case, the Catawba Area Agency on Aging will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1

5.20 APPEAL POLICY

Offerors dissatisfied with the decisions regarding contract award may appeal. All appeals must be filed in writing by the offeror's authorized signatory official, addressed to **Barbara J. Robinson, P.O. Box 4618, 2051 Ebenezer Rd., Suite B, Rock Hill, SC 29732,** and postmarked or received within ten working days of the announcement of the contract award(s). The Catawba Area Agency on Aging will not consider appeals from subcontractors of parties whose contracts have been or may have been placed. A party's signature on an appeal document constitutes a certification by the signer that the signer has read the document. To the best of their knowledge, information, and belief, and after reasonable inquiry, it is well grounded in fact. It is warranted by existing law or by a good faith argument, and it is not submitted for any improper purpose such as to harass, limit competition, or cause unnecessary delay or needless increase in the cost of the procurement or the cause of action. The cost of the appeal will be borne solely by the appealing organization or individual. The CATAWBA AAA will issue a written decision following their contract appeals procedures. Frivolous appeals will not be addressed, and the decision of the CATAWBA AAA is final. There will be no formal debriefing on CATAWBA AAA decisions.

5.21 CATAWBA AAA OFFICE CLOSINGS

If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the CATAWBA AAA designated for receipt of offers by the exact time specified in the solicitation, the time specified for receipt of offers will be extended to the same time of day specified in the solicitation on the first workday on which normal business processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If CATAWBA AAA offices are closed at the time the pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

SECTION VI

CERTIFICATION AND ORGANIZATIONAL INFORMATION

Information to Submit – Part I

Proposals received after the closing date and time stated will not be considered.

Unless otherwise noted, all categories and questions must be addressed. The information must be presented in the listed order, using the forms provided when applicable, and tabbed/identified accordingly.

Your proposal must include **one (1) original version, one (1) flash drive,** and **five (5) unbound copies**. Note: Each individual copy should be bound in three ring binders. Unless specifically requested, electronic or faxed copies will not be accepted.

Your proposal must be submitted in a sealed package and include the Solicitation # 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 appropriate to allow easy reading of your proposal and not be excessively large or small for the purpose of complying with the suggested length. A font of 12 is preferred.

Sections 6.1 through 6.12 must be **completed only once**, regardless of the number of services or competitive areas being proposed. These sections apply to your organization. Scores obtained in these sections, where applicable, will be added to the service-specific scores obtained from Sections 6.13 through 6.18 for each proposed service and competitive (geographic) area.

6.1 PROPOSAL PACKAGE COVER LETTER

Provider_____ **RFP#**_____

HOME OFFICE ADDRESS:	**NOTICE ADDRESS:**
_____ Contact Person _____ Mailing Address _____ Phone _____ E-mail address	_____ Contact Person _____ Mailing Address _____ Phone _____ E-mail address

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

CERTIFICATION: I certify that the information contained in this proposal fairly represents this entity and its operating plans and budget necessary to conduct the proposed provision of In-Home and/or Community Based Services for the Elderly under Title III of the Older Americans Act and South Carolina State-Funded Programs of the State Unit on Aging described herein. I acknowledge that I have read and understand the requirements of the Request for Proposal (RFP) and that this entity is prepared to implement the proposed services as described herein. I further certify that I am authorized to sign this proposal and any contractual agreement emanating there from on behalf of the entity submitting the proposal. This PROPOSAL is firm for a period of at least ninety (90) calendar days from the closing date. Closing date for this solicitation is March 13, 2024, 4:00 PM **EST.**

_____ Signature of Signatory Official (in **BLUE** ink)	_____ Date
_____ Typed Name of Signatory Official	_____ Typed Job Title of Signatory Official
_____ Organization/Company Name	_____ Taxpayer Identification Number

Proposal must be submitted in a sealed package with the Solicitation # and opening date on the package.

6.2 CONTRACT TERMS & CONDITIONS

In order to be considered for an award of a contract for any of the services being procured through this RFP, your concurrence, agreement and signed acceptance of the STANDARD TERMS AND CONDITIONS (found in Attachment A) is a general requirement. These requirements will become part of any contract(s) resulting from this RFP. The AAA is aware that, in rare circumstances, an exception may apply. If you take an exception or cannot comply with a particular standard, you must identify the standard and explain. The AAA will consider your comments; however, it should be noted that allowable waivers are rare.

My signature below certifies that, with the exception, if applicable, of the requirement(s) specifically identified below, I have read, understand, and agree to comply with and be bound by each of the Standard Contract Terms and Conditions found in Attachment A of this RFP. I understand that these are standard AAA requirements that will become part of any contract(s) awarded pursuant to this RFP and that failure, at any time, to certify and/or maintain compliance may result in the termination of any contract. I understand that additional service-specific requirements regarding the provision of services must also be met. I further certify that I am authorized to sign this proposal and any contractual agreement resulting therefrom on behalf of the entity submitting the proposal.

Please check one:

____ No Exceptions Noted

_____ Exceptions Noted Below

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

_____
Date

_____
Typed Name of Signatory Official

_____
Typed Job Title of Signatory Official

_____
Organization/Company Name

_____
Tax Identification Number

6.3 NON-COLLUSION

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 the offeror organization's name}
hereafter referred to as "we" or "our," my signature below certifies:

1. That we have submitted the enclosed offer, and 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 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 #

6.4 OFFEROR CERTIFICATIONS – DEBARMENT

In order to be considered for the award of a contract for any service being procured through this Solicitation, you must not be presently DEBARRED or EXCLUDED from the 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.
8. Nothing contained in the foregoing shall be construed to require establishing a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

==========

(1) The prospective contractor (lower tier participant) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective contractor (lower tier participant) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

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

_____ _____

Organization/Company Name SOLICITATION #

6.5 PROPOSED SERVICES

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

SERVICES	CHESTER COUNTY	LANCASTER COUNTY	UNION COUNTY	YORK COUNTY
HOME DELIVERED MEALS				
GROUP DINING				
TRANSPORTATION				
HEALTH PROMOTION DISEASE PREVENTION				
HOME CARE SERVICE(S)				

6.6 Executive Summary (2 pages or less)

Summarize how your organization's history, capability, and philosophies make you the best contractor for your proposed services.

6.7 Organizational Capacity:

- Description of your legal structure (i.e., not-for-profit, county department), ownership, and affiliations (including proof of accreditation, if applicable).

- Planned or actual organizational structure, including an organizational chart showing service components and employees (by name and title, if applicable), clinical staff, and consultants. Provide a list of the current Board of Directors and identify officers, if applicable.

- Organization's experience in providing senior activities/services (including partnerships, acquisition of senior centers, fundraising, etc.) in similar competitive areas. Describe your agency's/organization's/business's background and the challenges faced in providing the same or similar services being proposed.

- Resumes of key personnel, qualifications of Executive Director.

- Provide evidence that your actual or proposed business structure is organized so that there is a reasonable expectation that service components will be well administered.

- Submit written procedures concerning collecting, handling, counting, and depositing grant-related income and/or cost-share funds.

- Explain how your organization has used an automated bill information system like the SCDOA database mandated by the SUA to report units of service.

- Provide the firm name, contact person, address, and daytime telephone number of your accounting or auditing firm, if applicable.
- Explanation/description of your Emergency/Disaster Plan to ensure the continuation of services when an emergency arises, including but not limited to staff shortages, financial hardship, and inclement weather.

- Provide at least three (3), but not more than six (6) business references (i.e., vendor, banker, etc.) familiar with your organization's history, service delivery, programs, and/or business performance. You must include a contact person, company name, address, and daytime telephone number.

6.8 FINANCIAL MANAGEMENT AND STRENGTH

- The funding provided for services awarded through this RFP represents a subsidy for services. Describe the additional resources that will be used to expand the programs offered. How much will the additional resources lower the unit cost and/or increase the number of proposed units for this Offer? If you receive additional funding from other funding sources that will be used to expand the services proposed, please provide award letters from the funding source(s). Provide ONE copy of the most recent audit report or financial statement.
- If an independent audit has not been conducted or is not available, provide other documentation of financial strength or support that supports or ensures your ability to perform the services being procured.
- Has the Offeror filed for bankruptcy or restructuring under the US bankruptcy code within the last 7 years? If yes, when, and where?
- Within the past five years, has any entity canceled or terminated a contract they held with your organization due to your failure to meet the requirements of the contract? If so, explain; and
- Explain specifically how funds will be accounted for when received, i.e., financial management procedures.

6.9 QUALITY MANAGEMENT

- How will you take action to remedy problems or concerns of service delivery? (i.e., unserved meals, waiting lists, low attendance, and lack of participation in programs).

- How will you utilize data and quality information to engage in continuous improvement efforts? (reports available from the SCDOA database, feedback from seniors, and the AAA/ADRC).

- How will you identify and utilize areas of strengths and pinpoint opportunities for improvement? (staff, funding, and other resources).

- How will you ensure quality of service meets the requirements of the Scope of Work as outlined in this RFP? (disease prevention and promotion group dining, home-delivered meals, and home care level I/Minor Home Repair, and group dining transportation).

6.10 EVALUATION FACTORS

Tab #	Item	Maximum Score
6.6	Executive Summary	20 points
6.7	Organizational Capacity	30 points
6.8	Financial Management and Strength	25 points
6.9	Quality Management	25 points
	Total Points	100

SECTION VII

INFORMATION TO SUBMIT SERVICE-SPECIFIC REQUIREMENTS

Information for submission Part II

Section VII contains the services that are eligible through this Request for Proposal. The AAA will fund each of these services in the CATAWBA AAA four-county region. Services will not be bundled.

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

The services for which the CATAWBA AAA is soliciting bid proposals are:

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

7.1 GENERAL REQUIREMENTS FOR SERVICE

1. The contractor shall accurately input required client data into the SCDOA database system, or any other required SCDOA client data collection systems, in a timely manner and as mandated by the terms, conditions, policies, procedures, and specifications of the indicated aging program. The AAA will not reimburse for any units deemed not earned.
2. The contractor shall maintain and make available to those monitoring service delivery any information that documents compliance with the South Carolina Aging Network's Policies and Procedures Manual and AAA contracts.
3. The Offeror shall maintain all support documentation necessary to support charges made under this proposal. The Offeror will be monitored for Program Compliance by the AAA and/or SUA.
4. The AAA requires all contractors to input client data into the SCDOA database collection system for the site that is providing the individual client with the service. Service units earned must be reported by the site providing the service.
5. The contractor shall provide daily documentation of services delivered. All participants of service must be assessed annually by the AAA.
6. Preference for service shall be given to those seniors determined through the Older Americans Act to be at high nutrition risk, low-income, low-income minority, with limited English proficiency, and those living in rural areas. The AAA determines eligibility and notifies the contractor who to serve.
7. The contractor must maintain a system for the collection and protection of contributions donated by participants each day. These contributions must be recorded and used to expand the agency's service(s).
8. Meet all reporting requirements of the AAA.

9. Written procedures for termination of services as approved by the AAA.
10. Maintain and make available Incident Reports and Registered Complaints and follow-up.
11. Collect and protect contributions donated by participants and by private pay participants. Record the amount collected each day, track, deposit to the contractor bank account, and report participant donations in the SCDOA database.
12. Must be able to provide proof of data collection computer capacity prior to any Contract Award. The minimum system and computer requirements are: Windows 7, Windows XP SP3 or Microsoft Vista, at least 2 GB of RAM, Intel Core Duo processor or equivalent, at least an 8 GB hard drive, e-mail capability, and must acquire access to the SCDOA database system.

7.2 GROUP DINING (GD) SCOPE OF WORK

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

Purpose

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

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

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

Eligibility and Determination of Need

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

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

1. a person aged sixty (60) or older;
2. the spouse of the older program beneficiary, regardless of age;
3. a person under age sixty (60) with a disability who resides in a housing facility occupied primarily by older adults, at which group dining services are provided;

4. a person with a disability under age sixty (60) may receive a meal if they reside with an individual who is a program beneficiary (In the event of the death of a program beneficiary who resides with an adult with disabilities, under age sixty (60), the adult with disabilities can continue to receive group dining or home-delivered meals if an assessment determines the continued need for services). This assessment must be conducted at the time of the program beneficiary's death. At that time, every attempt must be made to determine if that adult with disabilities qualifies for non-aging programs (such as programs offered through agencies including, but not limited to, Medicaid or the South Carolina Department of Disabilities and Special Needs). If the adult with disabilities is placed under the care of a program that provides nutrition services other than aging services, he/she must be removed as an aging service client.); or
5. a person who volunteers at the group dining center during meal hours (in order to receive a free meal, all volunteer work duties and service hours must be documented and recorded by the provider/contractor).

Nutrition Service Operations, Activities, and Group Outings

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

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

Documentation

The Contractor shall comply with the following documentation requirements:

1. Enter all data into the state-approved data collection system.
2. Provide the following service documentation: (a) daily records of participant attendance; (b) daily records regarding the number of complete meals ordered, received, and served; (c) daily records of hot and cold food temperatures; (d) action on any shortages or temperature discrepancies, as applicable; and (e) comments on the participant satisfaction with the meals served.
3. Keep incident reports and registered complaints with documentation of follow-up on file with both the program supervisor and AAA whenever any fall, injury, choking, illness, or other unusual event occurs in or on the grounds of the group dining center.
4. Keep on file at the contractor's office, the monthly reports of planned nutrition/health education and social, educational, or recreational activities, including the number of individuals taking part in each activity.

5. Group dining sites must use the official SCDOA approved sign-in sheet (Report LG- 94) to record clients utilizing nutrition services daily. This daily sign-in sheet is required even if providers/contractors use another sign-in process (including electronic card scanning). Sign-in sheets must be kept on file and provided to the SCDOA upon request for a minimum of three (3) years.

Unit of Service

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

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

7.3 GDS STAFFING

1. Indicate all staff necessary to provide Group Dining Services in compliance with the requirements of this RFP. Be sure to give the job title, a **brief** description of their job duties, and the percentage of their time spent working on the program.

2. Describe how your agency will provide adequate oversight of program operations at any outlying facilities.

7.4 GDS EXPERIENCE/PAST PERFORMANCE

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

7.5 GDS SERVICE DELIVERY PLAN

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

7.6 GDS COMMUNITY INVOLVEMENT – EXPANSION OF SERVICES

1. Discuss any cooperative relationships fostered and/or planned to increase or expand the services.

2. Discuss how your agency will coordinate with other community service providers or other Older American Act providers to ensure that the service recipient is linked up to any services they may need.

7.7 GDS PROGRAM REQUIREMENTS

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

7.8 GDS EVALUATION SERVICE CRITERIA

Tab #	Item	Maximum Score
7.3	GDS Staffing	10 points
7.4	GDS Experience/Past Performance	20 points
7.5	GDS Service Delivery Plan	30 points
7.6	GDS Community Involvement-Expansion of Services	20 points
8.2	Unit Rate Calculation	20 points
	Total Points	100

7.9 EVIDENCED-BASED DISEASE PREVENTION/HEALTH PROMOTION (DP/HP) SCOPE OF WORK

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

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

Purpose

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

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

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

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

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

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

Eligible Participants

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

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

Definitions of Service Activities and Units of Service

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

Examples of Allowable Disease Prevention and Health Promotion Services

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

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

Coordination with other Community Programs

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

Documentation

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

Sustainability

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

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

7.10 DP/HP STAFFING

1. Indicate all staff necessary to provide Health Promotion in compliance with the requirements of this RFP. Be sure to give the job title, a brief description of their job duties, and the percentage of their time spent working on the program.

2. Describe how your agency will provide adequate oversight of program operations at outlying facilities at least quarterly.

7.11 DP/HP EXPERIENCE/PAST PERFORMANCE

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

7.12 DP/HP SERVICE DELIVERY PLAN

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

7.13 DP/HP COMMUNITY INVOLVEMENT – EXPANSION OF SERVICES

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

7.14 DISEASE PREVENTION/HEALTH PROMOTIONS EVALUATION CRITERIA

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

7.15 HOME-DELIVERED MEALS (HDM) SCOPE OF WORK

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

Purpose

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

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

Eligibility and Determination of Need

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

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

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

The participant must have a high nutrition risk, meaning having a score of six (6) or more on

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

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

Service Eligibility

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

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

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

Documentation

The contractor shall comply with the following documentation requirements:

1. Certify that all drivers (paid or volunteer) have delivered their assigned meals each day. To accurately record and verify that data, each meal driver will sign a copy of the home-delivered meal route before leaving the site to make deliveries. The document will be certified by the appropriate site staff's signature each day. These records will be maintained and made available to the AAA or SCDOA upon request.
2. If HDMs are not delivered (due to client not being present to accept the HDM), the driver must follow policies set forth by the AAA and document the meal(s) as undelivered and cite the reason. This supporting documentation must be maintained and made available to the AAA or SCDOA upon request.
3. Keep on file at the contractor's office, the monthly Nutrition Education material that is provided to home-delivered meal recipients.
4. Provide the following service documentation daily:
   (a) meals delivered to each service recipient;

(b) number of meals ordered, received, and served;
(c) hot and cold food temperatures;
(d) action on any shortages or temperature discrepancies; and
(e) comments on recipient satisfaction with the meals served.

5. Keep on file incident/accident reports and substantive complaints with follow-up, as well as termination notices, when applicable.
6. There shall be uniform recipes used for all food production facilities. And all meals delivered must have calculated nutrient content on file with the contractor showing that menus comply with nutrition requirements specified by the OAA.
7. The contractor shall maintain a prioritized waiting list for HDM services and provide to those individuals information on the availability of other meal and food resources.

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

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

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

7.16 HDM STAFFING

1. Indicate all staff necessary to provide Home Delivered Meals in compliance with the requirements of this RFP. Be sure to give the job title, a **brief** description of their job duties, and the percentage of their time spent working on the program.

2. Describe how your agency will adequately oversee program operations, especially volunteers.

7.17 HDM EXPERIENCE/PAST PERFORMANCE

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

7.18 HDM SERVICE DELIVERY PLAN

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

7.19 HDM COMMUNITY INVOLVEMENT – EXPANSION OF SERVICES

1. Discuss any cooperative relationships fostered and/or plan to increase or expand the services.
2. Discuss how your agency will coordinate with other community service providers or other Older American Act providers to ensure that the service recipient is linked up to any services they may need.

7.20 HDM SERVICE EVALUATION CRITERIA

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

7.21 TRANSPORTATION SCOPE OF WORK

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

Purpose

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

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

Eligibility

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

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

Eligible Types of Transportation

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

Documentation

The contractor shall comply with the following documentation requirements:

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

Unit of Service

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

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

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

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

7.22 TRN STAFFING

1. Indicated all staff necessary to provide Transportation in compliance with the requirements of this RFP. Be sure to give the job title, a **brief** description of their job duties, and the percentage of their time spent working on the program.

2. Describe how your agency will provide adequate oversight of program operations.

7.23 TRN EXPERIENCE/PAST PERFORMANCE

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

7.24 TRN SERVICE DELIVERY PLAN

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

7.25 TRN COMMUNITY INVOLVEMENT – EXPANSION OF SERVICES

1. Discuss any cooperative relationships fostered and/or planned to increase or expand the services.
2. Discuss how your agency will coordinate with other community service providers or other Older American Act providers of service to ensure that service recipients are linked to all services they may need.

7.26 TRN SERVICE EVALUATION CRITERIA

Tab #	Item	Maximum Score
7.22	TRN Staffing	10 points
7.23	TRN Experience/Past Performance	20 points
7.24	TRN Service Delivery Plan	30 points
7.25	TRN Community Involvement/Expansion of Services	20 points
8.2	Unit Rate Calculation	20 points
	Total Points	100

7.27 ESSENTIAL TRANSPORTATION SCOPE OF WORK

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

Purpose

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

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

Eligibility

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

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

Eligible Types of Transportation

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

Documentation

The contractor shall comply with the following documentation requirements:

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

Unit of Service

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

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

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

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

7.28 TRN STAFFING

1. Indicated all staff necessary to provide Transportation in compliance with the requirements of this RFP. Be sure to give job title, a **brief** description of their job duties, and the percentage of their time spent working on the program.

2. Describe how your agency will provide adequate oversight of program operations.

7.29 TRN EXPERIENCE/PAST PERFORMANCE

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

7.30 TRN SERVICE DELIVERY PLAN

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

7.31 TRN COMMUNITY INVOLVEMENT – EXPANSION OF SERVICES

1. Discuss any cooperative relationships fostered and/or plan to increase or expand the services.

2. Discuss how your agency will coordinate with other community service providers or other Older American Act providers of service to ensure that service recipients are linked to all services they may need.

7.32 TRN SERVICE EVALUATION CRITERIA

Tab #	Item	Maximum Score
7.28	TRN Staffing	10 points
7.29	TRN Experience/Past Performance	20 points
7.30	TRN Service Delivery Plan	30 points
7.31	TRN Community Involvement/Expansion of Services	20 points
8.2	Unit Rate Calculation	20 points
	Total Points	100

7.33 HOME CARE

Home Care Services purchased under this solicitation shall comply with these requirements and all applicable Policies and Procedures of the South Carolina Department on Aging (SCDOA) and Catawba AAA.

Purpose

Home Care services provide assistance for seniors, 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.

Eligible Participants

Individuals 60 years of age or older may be eligible for home care services if the older individual has a chronic illness, has limitations in the activities of daily living, or has an acute episode of a chronic illness that affects the ability to provide self-care and maintain a safe and sanitary home environment without assistance. Home care service beneficiaries are expected to be homebound or to have a medical condition that prevents them from safely performing the activities involved in the services received. The AAA will determine eligibility and send documentation/referral for Home Care services to begin.

Service Activities (must be provided by trained and qualified home care aids)

- Ambulation supervision
- Assistance with letter writing
- Bathing stand by assistance
- Blood Pressure, using digital cuff
- Companionship
- Task assistance related to benefits and services
- Food handling
- Housekeeping/Chores – vacuuming, dusting, cleaning bathrooms, etc.
- Laundry for recipient only

- Making occupied/unoccupied bed
- Meal preparation/setup
- Medication assistance (reminders and observation of self-administration of daily medication)
- Menu planning
- Safety
- Transfer to wheelchair
- Turning and positioning
- Minor home/yard maintenance – changing light bulbs, sweeping walkways, for client's safety
- Observing and reporting changes in the older individual's condition
- Wheelchair assistance
- Bed bath/shower/tub bath
- Bed bound care-basic
- Denture care
- Dressing client
- Feeding
- Foot care
- Oral care
- Shampoo
- Shaving
- Skin care
- Teaching or retraining the individual to handle personal care tasks
- Toileting with bedpan, commode, or urinal
- Walker assistance

Documentation

The contractor/service provider shall maintain the following documentation and provide to CATAWBA AAA and the SCDOA upon request or as required:

- Documentation of in-home activities, plan of care, progress notes with supervisor's notes from any on-site visits, and paper or electronic termination forms, when appilcable;
- Documentation of any missed or attempted visits;
- Referrals to the Area Agency on Aging or other agency/organization when recipient needs cannot be fully met by the contractor;
- Staff training records to include applicable certifications.

Units of Service

A unit of service is defined as one (1) hour of direct services provided to or in the older individual's residence. Partial units must be reported in quarter-hour segments.

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

7.34 HC STAFFING

1. Indicated all staff necessary to provide Transportation in compliance with the requirements of this RFP. Be sure to give job title, a **brief** description of their job duties, and the percentage of their time spent working on the program.

2. Describe how your agency will provide adequate oversight of program operations.

7.35 HC EXPERIENCE/PAST PERFORMANCE

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

7.36 HC SERVICE DELIVERY PLAN

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

7.37 HC COMMUNITY INVOLVEMENT – EXPANSION OF SERVICES

4. Discuss any cooperative relationships fostered and/or planned to increase or expand the services.

5. Discuss how your agency will coordinate with other community service providers or other Older American Act providers of service to ensure that service recipients are linked to all services they may need.

7.38 HOME CARE SERVICES EVALUATION CRITERIA

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

SECTION VIII

BUDGET INFORMATION

Information for submission Part III

8.1 BUDGET AND UNIT COST CALCULATIONS/PRICE PROPOSAL (SPREADSHEET)

1. The budget spreadsheet is available as an attachment to the RFP.
2. Please be sure to follow the directions for the budget spreadsheets.
3. All applicable expenses should be entered for each service and the calculated Unit Cost must justify your offered price(s).
4. Each spreadsheet captures all cost information for one county, regardless of the number of services being proposed.
5. If you are offering services in **more than one county**, you must complete a spreadsheet for each county.

8.2 PRICE PROPOSAL SPREADSHEET

8.3 INSTRUCTIONS FOR UNIT RATE CALCULATIONS

1. Enter data only in **green boxes**. Please put an entry in every **green** cell even if it is a zero (0) or N/A.
2. The information is being broken down or listed by service delivery, management (indirect or overhead) charges, and case management/assessments.
3. The line items are general, please do not list every line item specific to your budget. If one of the listed items fits, please use it. Otherwise, please use the "other" to list items that do not fit in any of the listed items.
4. List all expenses by service. We are primarily interested in services we provide funding for, but we are interested in the total cost for those services whether or not you receive all of your funding from us.
5. For line item 35, enter the total of all units for services (including ones we are not paying for with OAA /State Funds).
6. For line item 38 (Cash Match), please list the total amount of all other funds used to pay for those services in the applicable column.
7. For line item 39, (Third Party In-Kind Match), please list the total amount of all other funds used to pay for those services in the applicable column. Provide details in the In-Kind Match "Detail" tab.
8. For Group Dining Services, please use the "DETAIL" tab and list, **by site** the information requested.

8.4 COST SHARE

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

8.5 RAW FOOD COST

All Offerors under this RFP may use a Catawba AAA-approved vendor for group dining and home-delivered meals. The raw food costs are negotiated annually and will be reimbursed directly to the vendor from the proceeds of the contract holder. The negotiated costs will be conveyed to the contract holder to be incorporated into the approved meal unit rates.

8.6 MATCH

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

APPENDIX A

TERMS AND CONDITIONS

Affirmative Action The successful respondent will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled and concerning the treatment of all employees without regard or discrimination because of race, color, religion, sex, national origin, or physical disability.

Americans With Disabilities Act (ADA) The successful Offeror shall comply with the ADA, as applicable.

Assignment No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Catawba Area Agency on Aging Representative.

Audits and Reviews The firm shall, throughout the life of the contract, participate in State and Federal audits. The firm shall provide support to the Catawba Area Agency on Aging during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting Catawba Area Agency in responding to questions.

Bankruptcy (a) Notice. If the Contractor enters proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CATAWBA AAA. This notification shall be furnished within five (5) days of initiating 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 CATAWBA AAA 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 voidable and subject to immediate termination by the Catawba Area Agency on Aging upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

Civil Rights Act of 1964, titles VI and VII: There will be no discrimination against any employee or person served on account of race, color, sex, religious background, ancestry, or national origin in the performance of this contract. The Respondent shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) regarding persons served and the regulations issued pursuant thereto (45 CFR, Part 80). The Respondent shall comply with Title VII of the Civil Rights Act of 1964 *42 USC 200e) regarding employees or applicants for employment and any regulations issued thereto. It is expressly understood that upon receipt of evidence of such discrimination, the Catawba Area Agency on Aging shall have the right to terminate the said contract.

Competition This solicitation is intended to promote competition. If the language, specifications,

terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested respondent to notify the CATAWBA AAA in writing to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

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

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

Confidential Information For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Respondent contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Respondent contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the word "PROTECTED" every page, or portion thereof, that Respondent contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to distinguish the mark from the other text conspicuously. 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, CATAWBA AAA may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Respondent (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these proposals instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, CATAWBA AAA will detrimentally rely on Respondent's marking of documents, as required by this proposal instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Respondent agrees to defend, indemnify and hold harmless the CATAWBA AAAs, its officers, and employees, from every claim, demand, loss, expense, cost, damage, or injury, including attorney's fees, arising out of or resulting from the State withholding information that Respondent marked as "confidential" or "trade secret" or "PROTECTED".

Contract amendments, modification, and change orders Any change orders, alterations, amendments, or other modifications hereunder shall not be effective unless reduced to writing and approved by the CATAWBA AAA and the contractor.

Contract Period The contract will run from July 1, 2024, through June 30, 2025.

Contractor's Liability Insurance

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

Worker's Compensation	**$250,000 each person**
Comprehensive	$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 about all situations, including payment of all charges and the meeting of all other requirements.

Debarments/Suspension

(a)(1) By submitting an Offer, Respondent certifies, to the best of its knowledge and belief, that (i) Respondent and/or any of its Principals (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or federal agency; (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Respondent has not, within three years preceding this offer, had one or more contracts terminated for default by any public (Federal, State, or local) entity.
(2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
(b) Respondent shall provide immediate written notice to the CATAWBA AAA Representative if,

before contract award, Respondent learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.

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

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

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

Disputes All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the CATAWBA AAA 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 this paragraph uses, "Agreement" means any transaction or agreement arising from, relating to, or contemplated by the solicitation. (2)

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

Fixed Pricing Any pricing provided by the contractor shall include all costs for performing the work associated with that price, except as otherwise provided in this solicitation; the contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit the contractor from offering lower pricing after the award.

For Cause Termination by the CATAWBA AAA 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 this Proposal's default clause shall apply.

For Convenience If this contract is terminated or canceled upon request and for the convenience of CATAWBA AAA without the thirty (30) days advance written notice, then the CATAWBA AAA may negotiate reasonable termination costs, if applicable.

Force Majeure The contractor shall not be liable for any excess costs if the failure to fulfil the contract arises out of causes beyond 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 CATAWBA AAA, its officers, agents, and employees shall be held harmless from liability for 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 CATAWBA AAA or failure of the CATAWBA AAA to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's proposal.

Non-Appropriations: Any contract entered by the CATAWBA AAA 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 the continuation of performance in a subsequent fiscal period or appropriated year.

Non-Indemnification: Any term or condition is void to the extent it requires the Catawba Area Agency on Aging to indemnify anyone.

Notice: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to the contractor shall be to the address identified as the Notice Address on Page Two. Notice to the CATAWBA AAA shall be to the CATAWBA AAA Representative's address on the Cover Page. Either party may designate a different address for notice by giving notice by this paragraph.

Ownership of Material Ownership of all data, material, and documentation originated and prepared for the CATAWBA AAA under this contract shall belong exclusively to the CATAWBA AAA.

Presentation Offerors may be required or requested to make an oral presentation of their proposal to the AAA. Presentations provide an opportunity to clarify proposals and to ensure mutual understanding. The AAA will determine the need, location, format, and presentation schedule. The AAA also reserves the right to cancel scheduled presentations. When proposal decisions are made, all Offerors who are reasonably susceptible to receiving an award will be afforded an equal opportunity to present.

Price Escalation Price changes may be negotiated effective on the renewal date if extended. Requested increases should be adjusted by changes in the Series for Food Away From Home of the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the Department of Labor, based on the 12 months ending on July 1 of the preceding year. In the event of a major change in the quantity of meals, the CATAWBA AAA reserves the right to negotiate the price based on market conditions. The contract will automatically be renewed at the existing price unless the respondent notifies the CATAWBA AAA in writing by January 1st of the proposed price negotiation.

Proposal Acceptance Period: To withdraw your offer after the minimum period specified on the Cover Page, you must notify the CATAWBA AAA in writing.

Proposal Rejection/Cancellation This solicitation does not commit CATAWBA AAA 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. CATAWBA AAA reserves the right to reject all proposals and to cancel this solicitation in its entirety if it is in the best interest of CATAWBA AAA to do so.

Propose in English and Dollars Offers submitted in response to this solicitation shall be in English and in US dollars unless otherwise permitted by the Solicitation.

Publicity Releases The firm shall not have the right to include CATAWBA AAA's name in its published list of customers without prior approval. Regarding news releases, only the name of the firm, type, and duration of the contract may be used only with prior approval of CATAWBA AAA. The firm agrees not to publish or cite in any form any comments or quotes from CATAWBA AAA Board members or staff. The firm further agrees not to refer to the 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 CATAWBA AAA.

Relationship of the Parties Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

Respondent's Qualification: By submission of a proposal, you are guaranteeing that all services meet the requirements of the proposal during the contract period. Respondents must, upon request of the Catawba AAA provide satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. The CATAWBA AAA reserves the right to determine the Respondent's ability to provide the products or services requested herein. All amendments to and interpretations of the solicitation shall be in writing from the CATAWBA AAA representative. The representative shall not be legally bound by any amendment or interpretation that is not in writing.

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

Responsiveness/Improper Offers Proposals for supplies or services other than those specified will not be considered unless authorized by the Solicitation. Respondents may submit more than one proposal, provided that each proposal has significant differences other than price. Each separate proposal must satisfy all Solicitation requirements. If this solicitation is a Request for Proposals, multiple proposals may be submitted as one document if you 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 that impose conditions that modify the 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 CATAWBA AAA cannot be determined. Respondents will not be allowed to correct any material nonconformity. Any deficiency

resulting from a minor informality may be cured or waived at the sole discretion of the CATAWBA AAA's Representative. The CATAWBA AAA may reject a Proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items.

Restrictions for Lobbying Funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction applies to all subcontractors and must be included in all subcontracts.

Safety Precautions CATAWBA AAA assumes no responsibility for accidents, illness, or claims arising from any work undertaken with the assistance of funds paid under the contract. The firm shall take necessary steps to ensure or protect itself and its personnel. The firm agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

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

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

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

Termination Subject to the conditions below, the contract may be terminated for any reason by CATAWBA AAA, providing thirty (30) day advance notice in writing is given to the contractor.

APPENDIX B

CATAWBA REGION

Proposed Site Holiday Schedule July 1, 2024 - June 30, 2025

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

2024 - 2025 Holiday Schedule	
Thursday, July 4, 2024	Independence Day
Monday, September 2, 2024	Labor Day
Thursday, November 28, 2024	Thanksgiving Day
Friday, November 29, 2024	Day After Thanksgiving
Tuesday, December 24, 2024	Christmas Eve
Wednesday, December 25, 2024	Christmas Day
Tuesday, December 31, 2024	New Year’s Eve
Wednesday, January 1, 2025	New Year's Day
Monday, January 20, 2025	Martin Luther King Jr. Day
Friday, April 18, 2025	Good Friday
Monday, April 21, 2025	Easter Monday (OPTIONAL)*
Monday, May 26, 2025	Memorial Day