



**S. C. Appalachian Council of Governments
Area Agency on Aging
REQUEST FOR PROPOSAL (RFP)**

REQUEST FOR PROPOSAL #: SCACOG/AAA 2019-2

ISSUE DATE: Thursday, December 27, 2018

PROPOSAL SUBMITTAL DEADLINE: Wednesday, February 13, 2019, 2:00pm

NOTICE OF AWARD: Monday, April 29, 2019

PURPOSE: For the purchase of Older Americans Act and State Funded Meal Services for the S.C. Appalachian Council of Governments six-county Area.

MUST BE SIGNED TO BE VALID

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

AUTHORIZED SIGNATURE	PRINTED NAME	DATE	
COMPANY			
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE

SUBMISSION OF QUESTIONS

All questions or requests for information must be submitted as indicated below. Forward all questions or requests for additional information to Tim Womack, Director of Aging Services, S. C. Appalachian Council of Governments, 30 Century Circle, Greenville, South Carolina 29607, mark the envelope "RFP Questions", (864) 242-6957 (fax) or E-mail twomack@scacog.org. Questions must be submitted in writing and received by 5:00 pm on Friday, January 18, 2019. After this date, no further questions will be addressed. Responses to questions not already covered in this Request for Proposal will be posted on the SCACOG website, www.scacog.org.

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

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I. GENERAL INFORMATION

The S. C. Appalachian Council of Governments (sometimes referred to herein as SCACOG) seeks proposals from firms qualified to provide Older Americans Act meal services in a six-county region. This region includes Anderson County, Cherokee County, Greenville County, Oconee County, Pickens County, and Spartanburg County, all in South Carolina.

S. C. Appalachian Council of Governments is a political subdivision of the State of South Carolina which was formed to provide planning and development services for its member counties of Anderson, Cherokee, Greenville, Oconee, Pickens and Spartanburg.

- A. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this RFP.
- B. Proposals must be made in the official legal name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. Respondents are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- D. **One clearly identified original and six copies of your proposal are required for a total of 7.**
- E. Proposals will be received by the S. C. Appalachian Council of Governments (SCACOG) until **Wednesday, February 13, 2019, at 2:00pm.**

Proposals are to be mailed and/or Hand-Delivered to:

S. C. Appalachian Council of Governments
Tim Womack, Director of Aging Services
30 Century Circle
Greenville, SC 29607

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

- F. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any SCACOG employee or former SCACOG employee, or for any SCACOG employee or former SCACOG employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal related therefore.

No S. C. Appalachian Council of Governments' member, officer or employee, will have any personal or beneficial interest whatsoever in the services offered by the firm itself, any parent firm or any subsidiary firms awarded this solicitation.

- G. By submission of your signed proposal you and your firm are certifying that if awarded a contract in excess of \$50,000 under this solicitation, the firm will comply with the Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- H. Every effort has been made to ensure that all information needed by the Respondent is included herein. If a respondent finds that it cannot complete a proposal without additional information, it may submit written questions to the SCACOG's Representative. All replies to questions will be in writing. When a question received by the S. C. Appalachian Council of Governments is found to be already sufficiently answered in the Request for Proposal that question will be returned to the Respondent with a reference to the part of the Request for Proposal containing the answer. All questions and written replies will be distributed to all Respondents and will be regarded as a part hereof. No negotiations, decisions or actions shall be initiated by any Respondent or potential respondent as a result of any verbal discussion with any S. C. Appalachian Council of Governments' representative, officer or employee.

All questions in connection with the Request for Proposal must be received by **5:00 PM EST by Friday, January 18, 2019** and shall be sent to:

Tim Womack, Director of Aging Services
S. C. Appalachian Council of Governments
30 Century Circle
Greenville, SC 29607

Or faxed to Tim Womack at (864) 242-6957

Or e-mailed to twomack@scacog.org

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

- I. Any resulting contract is contingent upon the continued availability of State and Federal funding.
- J. Pre-Proposal Conference: There will be a non-mandatory pre-proposal conference at **2pm on Wednesday, January 16, 2019 at 30 Century Circle, Greenville, SC 29607**. All offerors are urged to attend.
- K. No commitment shall exist under this RFP until such time an official written confirmation of acceptance of a proposal is made and a contract is executed by the Respondent and the SCACOG.

L. Key Events and Dates

1. Request for Proposal (RFP) Issued.....December 27, 2018
2. Deadline for the Receipt of Letter of Intent to Propose.....January 8, 2019
3. Deadline for Receipt of Questions.....January 18, 2019
4. Offeror’s Conference (Non-Mandatory).....Wednesday, January 16, 2019 @ 2pm
5. Extended Questions Period Begins.....January 11, 2019
6. Extended Questions Period Ends.....January 18, 2019
7. Extended Questions Period Replies Sent.....January 24, 2019
8. Deadline for Receipt of Proposal.....February 13, 2019 @ 2pm
9. Public Opening of Proposals.....February 13, 2019 @ 2:15 pm
10. Preliminary Review for Responsiveness by Staff.....February 15, 2019
11. Notification of Non-Responsiveness.....February 15, 2019
12. Corrections for Final Review for Responsiveness.....February 18, 2019 @ 10:00 am
13. Final Review for Responsiveness by Staff.....February 19, 2019
14. Proposals delivered to Review and Evaluation Committee.....February 20, 2019
15. Review and Evaluation Committee will Rate and Develop Recommendations
for Funding of Successful Proposals to full ACOG Board of Directors....March 20,2019
@ 10AM
16. Recommendation to Full RAAC.....April 24, 2019
17. Recommendation to COG Board.....April 26, 2019
18. Written Notification to all Proposers.....April 29, 2019
19. Contract Negotiations.....May 6, 2019
20. Contract Start.....July 1, 2019

1. Proposals, amendments thereto or withdrawal request must be received prior to the time advertised for proposal opening to be timely filed. It is the Respondent’s sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. When specifications or descriptive literature are submitted with the proposal, the respondent’s name must be entered thereon. Any proposals received after the S. C. Appalachian Council of Governments representative has declared that the time set for opening has arrived, shall be rejected.
2. The S. C. Appalachian Council of Governments assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a proposal name are placed under locked security until the date and time of opening. Only include 1 clearly identified original and 3 copies of your proposal in the envelope. If directing any other correspondence address the envelope to the procurement official, but do not include the proposal name on this envelope since it does not include the actual proposal.
3. If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the office designated for receipt of the proposals by the exact

time specified in the solicitation as determined solely the SCACOG, the time specified for receipt of the proposals may by the SCACOG be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule proposal opening. In competitive sealed proposals, prices will not be divulged at opening.

II. TERMS AND CONDITIONS

Assignment

No contract or agreement or its provisions may be assigned, sublet, or transferred without the written consent of the SCACOG.

Bankruptcy

(a) Notice. In the event the Contractor, which term for purposes of this RFP includes the Respondent who is awarded the Agreement to provide the services that are the subject of the RFP and enters into that Agreement, enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the S. C. Appalachian Council of Governments. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all S. C. Appalachian Council of Governments contracts against which final payment has not been made. This obligation remains in effect until final payment under the Agreement (b) Termination. This Agreement is voidable and subject to immediate termination by the S. C. Appalachian Council of Governments 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 used in this RFP, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the RFP.

Disputes

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

Service of Process

Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, actions 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 the cover page of the RFP 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.

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 Require

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

Non-Indemnification

Any term or condition in any document is void to the extent it requires the S. C. Appalachian Council of Governments to indemnify anyone or hold anyone harmless.

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

Contractor’s Liability Insurance

Minimum insurance coverage carried by the Contractor throughout the term of any contract awarded as a result of this RFP shall not be less than following:

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

Contractor shall provide SCACOG with proof of such insurance coverages that the SCACOG deems satisfactory prior to entering into the Agreement and prior to the commencement of each optional term of the Agreement.

Contractor's Obligation

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

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.

Force Majeure

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

Save Harmless

The Contractor shall indemnify and save harmless the S. C. Appalachian Council of Governments and all of its officers, agents, and employees, from all suits, actions, liabilities or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the S. C. Appalachian Council of Governments if such patent, trade mark or copyright infringement or claim is based upon the Contractor's use of material furnished to it by the S. C. Appalachian Council of Governments.

Publicity Releases

With regard to news releases, only the name of the Contractor, type and duration of the Agreement may be used and then only with prior written approval of S. C. Appalachian Council of Governments. The Contractor agrees not to publish or cite in any form any comments or quotes from S. C. Appalachian Council of Governments Board members or staff. The Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by S. C. Appalachian Council of Governments.

S. C. Law Clause

Upon award of a contract under this RFP, the person, partnership, association, or corporation to which 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 Agreement may be terminated for any reason by the S. C. Appalachian Council of Governments by providing a thirty (30) day advance notice in writing to the Contractor.

For Convenience

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

For Cause

Termination of the Agreement by the S. C. Appalachian Council of Governments for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived by Contractor.

Amendments, modification and change orders

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

Type of Contract

S. C. Appalachian Council of Governments intends to sign a contract with one firm for the complete scope of products and services included in this Request for Proposal **for each county**. Firms may bid on a single county, a combination of the six counties, or for the entire six-county region. To the extent that firms choose to make a joint proposal, one firm must be designated the lead firm to sign the contract and must be fully legally liable on all obligations under the proposal and Agreement and be the sole point of contact with the S. C. Appalachian Council of Governments.

Compliance with Laws, Codes, Ordinances, Industry Standards

During the term of the Agreement the Contractor shall be responsible to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

Safety Precautions

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

Compliance with Federal Regulations

State or Federal requirements, rules or regulations that are more restrictive than the RFP, proposal or Agreement shall be followed by the Contractor.

Audits and Reviews

The Contractor shall, throughout the life of the Agreement, participate in any required AAA, State and Federal monitoring or audits. The firm shall provide support to S. C. Appalachian Council of Governments 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 S. C. Appalachian Council of Governments in responding to questions.

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 SC Code Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in SC Code 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 SC Code 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 SC Code Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, S. C. Appalachian Council of Governments may, in its sole discretion, determine it to be 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, S. C. Appalachian Council of Governments will detrimentally rely on Respondent's marking of documents, as required by this RFPs instructions, as being either

"Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Respondent agrees to defend, indemnify and hold harmless the S. C. Appalachian Council of Governments, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the SCACOG withholding information that Respondent marked as "confidential" or "trade secret" or "PROTECTED". The term "response" as used herein included the Respondent's proposal.

Proposal Rejection/Cancellation

This solicitation does not commit the S. C. Appalachian Council of Governments to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. S. C. Appalachian Council of Governments reserves the right to reject any and all proposals and to cancel this solicitation in its entirety if it is in the best interest of S. C. Appalachian Council of Governments to do so.

Respondent's Qualification

By submission of a proposal, you are guaranteeing that all services meet the requirements of the proposal during the contract period. Respondents must, upon request of the S. C. Appalachian Council of Governments, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. The S. C. Appalachian Council of Governments reserves the right to make the final determination as to the Respondent's ability to provide the products or services requested herein.

Amendments to Solicitation

The Solicitation may be amended at any time prior to opening. All actual and prospective Respondents should monitor the following web site for the issuance of Amendments: www.scacog.org. All amendments to and interpretations of the solicitation shall be in writing from the Council of Governments representative. The representative shall not be legally bound by any amendment or interpretation that is not in writing.

Proposal Acceptance Period

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

Propose in English and Dollars

Proposals submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

Respondent's Responsibility

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 it of any obligation with respect to this proposal or to the contract.

Debarments/Suspension

(a)(1) By submitting a proposal, 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 a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Respondent shall provide immediate written notice to the S. C. Appalachian Council of Governments' Representative if, at any time prior to contract award, Respondent learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Respondent is unable to certify the representations stated in paragraphs (a) (1), Respondent 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 S. C. Appalachian Council of Governments' Representative may render the Respondent non-responsible.

(d) 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 S. C. Appalachian Council of Governments, the Council of Governments' Representative may terminate the contract resulting from this solicitation for default.

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 S. C. Appalachian Council of Governments in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

Indemnification

The S. C. Appalachian Council of Governments, its officers, agents, and employees shall be held harmless from liability from any claims, damages, liabilities and actions of any nature arising from the use of any materials furnished by the Respondent, provided that such liability is not attributable to negligence on the part of the S. C. Appalachian Council of Governments or failure of the S. C.

Appalachian Council of Governments to use the materials in the manner outlined by the Respondent in descriptive literature or specifications submitted with the Respondent's proposal.

Protests

Any respondent who believes it is aggrieved in connection with the solicitation or award of a contract may file a protest in the manner and within the time limit set forth in the SCACOG's Appeal and Protest Procedure and SCACOG must receive a written protest document no later than 5:00 pm EST. on the 10th day following the action taken by SCACOG. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Council of Governments Representative within the time provided. Written protests are to be sent to Tim Womack, by email twomack@scacog.org, by facsimile at (864) 242-6957, by mail or by hand to 30 Century Circle, Greenville, SC 29607.

Responsiveness/Improper Offers

Proposals for supplies or services other than those specified will not be considered unless authorized by the RFP. Respondents may submit more than one proposal, provided that each proposal has significant differences other than price. Each separate proposal must satisfy all RFP requirements. If this solicitation is a Request for Proposals, multiple proposals may be submitted as one document, provided that you clearly differentiate between each proposal and you submit a separate cost proposal for each offer, if applicable. Any proposal which fails to conform to the material requirements of the RFP may be rejected as non-responsive. Proposals which impose conditions that modify requirements of the RFP may be rejected in the discretion of the SCACOG. If a fixed price is required, a Proposal will be rejected if the total possible cost to the SCACOG cannot be determined. Respondents will not be given an opportunity to correct any material nonconformity as determined by the SCACOG. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the S. C. Appalachian Council of Governments' Representative. The S. C. Appalachian Council of Governments may reject a Proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items.

Non-Appropriations

Any contract entered into by the S. C. Appalachian Council of Governments resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to the SCACOG to support continuation of services in a subsequent fiscal period or appropriation year. SCACOG will pay for actual cost incurred up to the time of the contract cancellation.

Ownership of Material

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

Contract Period

The contract will run from July 1, 2019 for an initial term of one year with the option of being renewed on an annual basis, not to exceed four additional years. This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. If the Respondent elects not to extend the term on the anniversary date, the Respondent must notify the S. C. Appalachian Council of Governments of its intention in writing at least 120 days prior to the

anniversary date. At renewal time, the S. C. Appalachian Council of Governments may elect to add an optional service which is stated in this contract, subject to negotiations and a written agreement between both parties.

Price Escalation

Price changes may be negotiated to be effective on renewal date, if the contract term is extended. Requested increases should be adjusted in accordance with changes in the Series for Food Away From Home, of the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the Department of Labor, based on the 12-month period ending on July 1 of the preceding year. In the event of a major change in the quantity of meals, the S. C. Appalachian Council of Governments reserves the right to negotiate the price based on market conditions. The contract will automatically renew at the existing price unless the respondent notifies the S. C. Appalachian Council of Governments in writing by January 1st of proposed price negotiation for the next contract year.

Civil Rights Requirements

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ADA Access

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

Affirmative Action

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

Restrictions for Lobbying

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

III. PROPOSAL CONTENT AND FORMAT

Respondents may submit a proposal for the package for all six counties, an individual county, or a combination of counties. However, all congregate (group) dining sites in a county must be served by the successful proposal. A proposal may be requested to provide meals at the same cost to additional sites in a county as funding becomes available.

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

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the Contract, contract proposal and the RFP documents, including all attachments and authorized amendments and provisions required by law, and the successful Respondent's signed proposal.

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

A. Letter of Transmittal

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

B. Qualifications

The Qualifications of the Respondent should be included. Please be sure to include resumes of key personnel such as the Executive Director, Kitchen Manager and similar personnel. The history of your firm, the number of years in business and its' current Ownership arrangement should also be included. This section should be limited to 3 pages.

C. References

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

D. Litigation

State whether or not your firm has been involved in any litigation within the past five (5) years. If so, please explain the litigation fully.

E. Evaluation Process and Criteria

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

- a. Respondent’s demonstrated understanding of the project and approach to provision of the services, as reflected by its proposal package. 25%
- b. Respondent’s experience, including references, financial stability, and description of its ability to perform the required service. 45%
- c. Cost of the services as stated in the proposal. Cost will not be the sole determining factor for award. 30%

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

F. Required Information Checklist

Proposers shall thoroughly examine all aspects of this RFP. All of the supplemental materials identified and requested in this section must be submitted and made a part of the Proposal. Failure to submit any required information will be grounds for rejection of a Proposal. Include this checklist

The Department on Aging (DOA) South Carolina Aging Network's Policies and Procedures Manual can be found online at <http://aging.sc.gov/staff/Pages/default.aspx>

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

G. Meal Bid Schedule

Region: _____ Date: _____

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

* AAA must specify when desiring to order by case lot.

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

H. Food Preparation and Safety

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

- Foods shall be prepared in production facilities and use processes and procedures that meet, and/or exceed, the requirements of the SC Department of Health and Environmental Control (SCDHEC) (published in Food Service Establishments, Regulations-61-25), local occupancy, and fire safety requirements, and have adequate security.
- CONTRACTORS shall provide, on the daily meal delivery form, the times and temperatures of all time/temperature control for safety (TCS) foods. The time shall represent when the food was removed from temperature control (i.e. when foods were removed from a heating or cooling source).
- The daily meal delivery form shall have a place for the meal sites to document the time and temperature of TCS foods for up to four monitoring points (arrival, plating of home delivered, prior to group dining service and an optional point.)
- CONTRACTORS shall have a written protocol to ensure the correct food items and amounts of food items are delivered to sites. The AAA shall establish a threshold of errors upon which to measure contract performance.
- AAA's and the DOA reserve the right to inspect kitchen facilities at any time. Inspections may include such items as review of quality control and/or HACCP processes and documentation, purchasing records, inventory systems, maintenance schedules of preparation and delivery equipment, staffing levels, training records and/or credentials of staff, and inspection reports.
- In the event that any person eating meals prepared under this contract becomes ill as a result of food poisoning and it is determined by SCDHEC to result from negligence of the CONTRACTOR, the AAA shall have justification for immediate cancellation of the contract.
- Violations of providing food at inappropriate temperatures, excessive substitutions, unapproved menu changes, missing food items, and/or insufficient quantities shall be justification for non-payment of the meal component(s) in violation, plus penalties, and/or cancellation of the contract. In the event CONTRACTOR errors, of the types listed above, exceed the tolerances set by the AAA, the CONTRACTOR may be required to pay a penalty equal to 10% of the purchase price of the meal component(s) in violation.

I. Frozen Meal Requirements when Prepared by the CONTRACTOR

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

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

These requests should be sent to:

Sandra D. Craig, Director
Food Protection Division
Mailing address: 2600 Bull St, Columbia, SC 29201
Physical address: 8500 Farrow Rd.
Columbia, SC 29203
Phone: 803-896-0640, fax: 803-896-0645; and/or

James Miller Director
SC Meat-Poultry Inspection Department, Sandhills Experimental Station
Mailing address: P.O. Box 102406, Columbia, SC 29224-2406
Physical address: 500 Clemson Road, Columbia, SC 29229
Phone: 803-788-8747
Fax: 803-788-8114
Email: jtm7@clemson.edu

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

J. AAA Food Specifications

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

The following minimum food standards must be met:

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

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

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

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

IV. MENUS FOR NUTRITION SERVICES

A. Cycle Menus

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

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

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

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

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

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

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

B. Meal Requirements for Nutrition Services

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

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

All regular diet menus, both daily prepared and frozen meals, are to meet the requirements in these RFP specifications. Meals that are not funded by Federal or State funds do not have to meet the requirements. Shelf stable meals for use in emergencies are exempt from the sodium requirements. Additional requirements for modified and therapeutic diet menus are specified in Chapter 503, Section 503L of the DOA Policy and Procedures Manual. Note: The effective date for the sodium requirement for emergency meals is July 1, 2019, but the AAAs are encourage to begin it earlier if feasible.

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

Nutrient Requirements and Values for Analysis

C. SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE

REGION: 1 - Appalachian

Date: _____

DOA

Average Number of Meals Per Day						
Site & Location	Regular	Deli*/ Picnic	Frozen^	Frozen w/fresh sup^	Shelf Stable	Delivery Time
Oconee Sr. Ctr. (M-F) 101 Perry Ave., Seneca 29678	19					7:50
Cinema 3420 Clemson Blvd. Anderson 29621			15			8:30
Walhalla (M-F) 177 Razorback Ln, Walhalla 29691			7			8:30
Williamston (MTThF) 1 School St., Williamston 29697	14					8:00
Gaffney Sr. Ctr. (M-F) 499 W. Rutledge Ave., Gaffney 29340	71					7:40
Timkens Comm. Ctr. (M&W) 180 Foster St., Cowpens 29330	18					8:00
Slater Hall (MWF) 5 Whitney St., Slater 29661	16					8:30
Greer-Needmore (M-F) 202 Canteen Ave., Greer 29650	20					9:30
David Hellams (M-F) 111 Spartanburg St. Greenville 29607	30					9:00

Nutrient Requirements and Values for Analysis

C. SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE

REGION: 1 - Appalachian

Date: _____

PROVIDER: _____

Average Number of Meals Per Day						
Site & Location	Regular	Deli*/ Picnic	Frozen^	Frozen w/fresh sup^	Shelf Stable	Delivery Time
Westside Aquatic Ctr. (M-F) 2700 W. Blue Ridge Dr., Greenville 29611	24					9:30
Sterling Comm. Ctr. (M-F) 113 Minus St., Greenville 29601	26					9:45
Freetown Comm. Ctr. (MTW) 200 Alice Ave., Greenville 29611	18					9:45
Pleasant Valley Ctr. (MWF) 510 Old Augusta Rd., Greenville 29605	16					10:15
Mt. Pleasant Ctr. (MTW) 710 S. Fairfield Rd., Greenville 29605	25					10:30
Berea center 6 Hunts Bridge Road Greenville SC 29617.	tbd					n/a
Orchard Park Senior Center 50 Directors Dr, Greenville 29615	47					9:00
Northwest Com. Ctr. (M-F) 701 Saxton Ave., Spartanburg 29302	36					9:00

Nutrient Requirements and Values for Analysis

C. SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE

REGION: 1 - Appalachian

Date: _____

PROVIDER: _____

Average Number of Meals Per Day						
Site & Location	Regular	Deli*/ Picnic	Frozen^	Frozen w/fresh sup^	Shelf Stable	Delivery Time
Pacolet Com. Ctr. (M-F) 195 Coleman Circle, Pacolet 39372	22					10:00
Woodruff Leisure Ctr. (MWF) 550 Cavins Rd., Woodruff 29388	19					10:20
Boiling Springs Comm Center 182 Rainbow Lake Rd Boiling Springs 29316	25					10.00
Middle Tyger 84 Groce Rd, Lyman 293635	11					10.30
Chesnee Center 302 East Manning St, Chesnee 29323	40					10.45
McKissick Center (M-F) 349 Edgemont Ave, Liberty 29657	26					9.00
Central Center 120 Commons Way, Central 29630	17					9.00

* Deli meals used regularly as a second meal for home delivery.

^ specify if with fresh supplemental foods

Nutrient Requirements and Values for Analysis

D. SITE LOCATION AND HOME DELIVERED MEAL TYPE SCHEDULE

REGION: 1 – Appalachian

Date: _____

PROVIDER: _____

Average Number of Meals Per Day

Site & Location	Regular	Frozen [^]	Frozen Total Meal Package	Deli*	Shelf Stable	Delivery Time
Oconee (M-F) 101 Perry Avenue, Seneca 29678	114	55				7:50
Anderson (M-F) 3420 Clemson Blvd., Anderson 29621	55	164				7:50
Gaffney (M-F) 499 W. Rutledge Ave., Gaffney 29340	53					7:40
Blacksburg (M-F) 499 W. Rutledge Ave., Gaffney 29340	11					7:40
McKissick Center (M-F) 349 Edgemont Ave., Liberty 29657	105					8:00
Orchard Park GCM MOW (M-F)	127					7:30
Spartanburg mobile meals (M-F)	83					7:40

* Deli meals used regularly as a second meal for home delivery.

[^] specify if with fresh supplemental foods

V. MINIMUM MEAL RFP SPECIFICATIONS: SOUTH CAROLINA NUTRITION PROGRAM FOR THE ELDERLY

A. OVERVIEW

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

The goal of this RFP specification is to identify an appropriate organization to furnish and deliver meals complying with specifications and conditions listed herein to the AAA. It is estimated that there shall be approximately 249 serving days during each contract period. The period covered by this RFP is July 1, 2019 through June 30, 2020.

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

All nutrition procurement contracts must include each provision of the DOA Minimum Meal RFP Specifications, unless the PSA has obtained prior waiver authorization from the DOA.

B. REQUIRED BID CONTENT between AAA and Contractor

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

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

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

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

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

9. The CONTRACTOR shall provide information on the current total meal production load and the safe, maximum meal production load for each kitchen facility used to serve the contract. Also, a brief statement that demonstrates the capability, based on past experience, to provide choice to AAA service recipients, and implement the nutritional and logistical aspects applicable to the performance of the contract shall be included. Exceeding the maximum safe meal production load for a kitchen facility is justification for the AAA to terminate the contract.
10. The CONTRACTOR shall provide a written plan for contingencies including, but not limited to, substitute driver availability, delivery of food in the event of vehicle breakdown, delivery of food in the event of emergency at a production site, and method of reimbursement if CONTRACTOR must purchase replacement food. A contact name and phone number, in case of after-hour emergencies, shall be provided. See Section P, Emergency Procedures in this document for more details.
11. The CONTRACTOR shall provide documentation of insurance coverage as required herein.
12. The CONTRACTOR shall provide an independently audited financial statement for the last completed fiscal year.

C. GENERAL INFORMATION FOR OFFERORS

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

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

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

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

Holiday closings – Meal sites served under this contract shall be closed for approximately eleven (11) holidays during the contract year. The AAA, prior to the beginning of the contract period, shall furnish a list of these holidays to the successful CONTRACTOR. The AAA and CONTRACTOR shall be familiar with and have an understanding of Chapter 400, Section 409, and Chapter 200, Section 206R of Department on Aging Policies and Procedures Manual, which outlines holidays, scheduled, emergency, and unscheduled closings.

D. DESCRIPTION OF MEAL TYPE AND SERVICE

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

- Daily-Prepared Meals: Such meals are prepared and delivered in bulk, daily to the sites by the CONTRACTOR. Daily-prepared meals can be breakfast or main meals. They typically include a hot entrée.
- Frozen Meals: Pre-plated frozen meals that are prepared using blast-chill/blast-freeze technology. They are delivered by the CONTRACTOR, usually on a weekly basis, and when needed, should be combined with fresh supplemental foods, to meet nutrient requirements.
- Therapeutic Diet Meals: Therapeutic diets may be variations of the regular diet that are modified in individual nutrients, caloric values, food consistency, flavor, content of specific foods, or combinations of the preceding. Therapeutic diets should follow guidance from the most current DOA Policy and Procedure Manual, and be planned in accordance with a recognized diet manual, such as the South Carolina Dietetic Association's Diet Manual for Long Term Care Facilities.
- Shelf-Stable Meals: Shelf-stable meals are composed of foods that have been processed in such a manner as to be free of microorganisms (disease causing and spoilage) capable of growth in the product at non-refrigerated conditions during distribution and storage. The packaging must be easy to open, clearly labeled, and include preparation instructions when needed. Items should be individually labeled with expiration dates. Low sodium products should be used to the maximum extent when building shelf stable meals due to the high sodium content of these types of products. When shelf stable meals are used for a regular basis for home delivered meals, there shall be a minimum of a two week cycle. The package shall include menus to instruct the consumers how to combine the foods to meet the meal requirements.
- Emergency Meals: Emergency meals are a type of shelf stable meal. Meals intended for use in emergencies need to contain foods suitable for situations where one may not have access to potable water, a means to store uneaten portions of time/temperature control for safety (TCS) foods, a way to cook or heat foods, or a sanitary place for preparations. Emergency meals are not exempt from the nutrient requirements for sodium, and must adhere to the federal 33 1/3 percent Dietary Reference Intakes (DRI), unless reimbursed using state Home and Community Based Services (HCBS) funds during an emergency declared by the Governor of South Carolina. Exceptions to this requirement may be made on a case-by-case basis. Requests must be in writing with justification for the need for the exception. Approval is at the discretion of the Department on Aging nutritionist and/or the Department on Aging's director. Note: The effective date for the sodium requirement for emergency meals is July 1, 2019.
- Picnic Meals: Hot or cold meals served in a location other than the group dining meal site. The AAA shall provide a two-week notice to the CONTRACTOR when ordering Picnic Meals. The picnic menus are to be planned and coordinated with the AAA's current menu and with the participants' preferences in mind. The CONTRACTOR shall agree to deliver the picnic meals on the day of the event at the usual location or at another agreed upon location. Picnic Meals shall be furnished at the same price as Daily Prepared Meals.

- Special Event Meals: Hot or cold meal for a planned special event such as an ethnic or holiday meal.
- Deli: Cold daily meal or cold second meal. The AAA shall provide an agreed upon notice to the CONTRACTOR whenever ordering deli meals. Deli meals shall be delivered to the site at a temperature no greater than 41⁰F as specified by SCDHEC 61-25. Individual components of the meal shall be individually portioned and wrapped. Sample Deli Meal menus may be provided by the AAA.
- All meals paid for by Federal or State funds shall be subject to OAA requirements for meals. Exceptions to this are Picnic and Special meals for which the AAA secures alternative funding for and specifies this exception, with the date of the event to the CONTRACTOR in writing, at the time the order is placed.

E. OPTIONAL BEVERAGE SERVICE WITH MEALS

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

F. FINANCIAL STATEMENT FROM THE OFFEROR

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

G. LOCATION OF CONTRACTOR AND PRODUCTION FACILITIES

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

H. QUALITY ASSURANCE for FOOD and FOOD PREPARATION and PRODUCTION

Nutrient requirements supersede the Meal Pattern. If the nutrient requirements are met, that is sufficient. The Meal Pattern is meant as a planning guide to ensure nutrient requirements are met.

The table below presents the current minimum level of nutrients based on the 2006 Dietary Reference Intakes (DRIs), as updated, for nutrients of concern for older adults. The values represent one-third of the Dietary Reference Intake, where established, for individuals greater than 70 years. Where there is a difference by sex, the higher value was used.

These nutrient values should be used to evaluate and prove menu compliance via nutrient analysis. While there are no requirements for nutrients not listed below, attention should be made in menu planning to provide adequate amounts.

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

I. NUTRIENT REQUIREMENTS and VALUES FOR ANALYSIS

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

Target values with an asterisk* may vary from the targets as long as the weekly average value is met. No individual meal should be less than 600 calories.

All meals served using OAA or state funding must meet the nutrient requirements and values of the federal Dietary Reference Intakes (DRI) and the Dietary Guidelines for Americans (DGAs). It is the responsibility of the AAA, its provider and caterer to ensure that current nutrient target values are met.

Important Nutritional Guidelines Links

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

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

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

Note: The services of a registered dietitian shall be utilized to ensure compliance with the DRI. (Emergency meals are required to meet 1/3 DRI, excluding the sodium requirement and any exclusions noted for HCBS funds during declared emergencies.)

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

To increase menu variety, slight increases in the one-third (1/3) DRI minimums for fat and sodium may occur twice per menu cycle. The daily values for sodium must not exceed 1400 milligrams and fat shall not exceed 40%.

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

Note 1: Fortified foods may be used to meet certain vitamin requirements.

The major portion of Vitamin A should be from vegetable (carotenoid) sources.

Note 2: Frozen meals that do not comply with the nutrient requirements must be supplemented with fresh foods and have a nutrient analysis that includes the fresh foods.

J. FOOD GROUPS and MEAL PATTERN FOR NUTRITION SERVICES

The meal pattern below provides approximately 685 calories per meal and is provided as a menu planning tool. The number of servings for each food group is based on the Dietary Reference Intakes and Dietary Guidelines in Older Americans Act Nutrition Program: An Issue Panel Report, with guidance from the Dietary Guidelines for Americans (DGA) 2010. The serving pattern illustrates the food groups and number of servings generally required to meet the OAA nutrient requirements. The food group components are specified in Section K below.

Food Group	Servings per Meal	Recommendations and Notes
Fruit	1 serving (1/2 cup or equivalent measure)	Serve whole or cut fruit more often than juice to increase fiber.
Vegetable 1 fruit may be substituted for 1 veg	2 servings (1/2 cup cooked, 1 cup raw or equivalent measures)	At least 1 dark green leafy, 1 dark orange and 1 serving beans and peas* every week.
Grains	2 servings 1 ounce [oz.] bread or roll, ½ cup pasta, rice	Whole grains are recommended for at least half of the grain servings.
Protein - Meat, Fish, Cheese, Eggs and Beans* Alternative proteins may be used in combination	1 serving of 3 oz. meat or meat equivalent, 1 egg, 1 oz. cheese, ½ cup beans, 2 Tbsp. peanut butter, 1/3 cup cottage cheese =1 oz. meat equivalent	Lean protein sources should be emphasized. *Beans and peas may be used as a protein source but may not count as both a protein and a vegetable in the same meal.
Milk	1 serving (8 oz. fluid milk, 8 oz. yogurt)	Pudding and other foods made with milk should be considered for the proportionate amount of milk used in their preparation.
Dessert (optional)		Should come from existing food groups such as fruit, grain, and milk groups.
Accompaniments**	1-2 servings	See accompaniments under Section K below.
Beverages		Water, Tea, Coffee in addition to those listed in other food groups

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

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

K. FOOD GROUP COMPONENTS and SERVING SIZES

The numbers of servings in the chart above reflect an appropriate distribution of foods for the day, particularly for lunch and dinner meals. Servings from a food group may be combined as one large serving. For example, 2 servings from the bread or bread alternate group may be provided as two slices of bread for a sandwich or one cup of pasta or rice. They could also be provided as ½ cup pasta and one slice of bread.

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

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

Accompaniments

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

Beverages

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

L. RESOURCES TO IDENTIFY FOODS HIGH IN SPECIFIC NUTRIENTS

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

Minimal resources include:

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

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

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

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

M. AAA MENU CHANGES, SUBSTITUTIONS, SHORTAGES and REPLACEMENTS

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

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

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

In the event the CONTRACTOR makes additional food substitutions, unapproved menu changes and/or other violations as listed on page 23, the AAA shall not be responsible for payment for the menu items and penalties may be assessed in accordance with page 23 of this document. Both parties shall retain records of food outages, substitutions and other delivery errors. Information will be used in the performance evaluation at review meetings.

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

The CONTRACTOR shall provide reimbursement to the AAA or AAA'S representative, within one week, for any out of pocket expenses incurred for replacement food items. If the CONTRACTOR, to replace an ordered meal that was not delivered, must purchase a full meal, the CONTRACTOR may bill the AAA for each replacement meal up to the amount of the contracted cost. Whenever the CONTRACTOR provides reimbursement for replacement meals, the AAA shall report the replacement meals as ordered and delivered. In the event CONTRACTOR errors of the types

listed above, exceed the tolerances set by the AAA, the CONTRACTOR may be required to pay a penalty equal to 10% of the purchase price of the meal component in violation.

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

N. CONTRACTOR'S GENERAL REQUIREMENTS

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

O. TEMPERATURE MAINTENANCE OF POTENTIALLY HAZARDOUS FOODS

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

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

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

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

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

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

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

P. EQUIPMENT FOR DAILY-PREPARED and PICNIC MEALS

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

The CONTRACTOR shall provide at least one, properly calibrated digital style thermometer to each site. The CONTRACTOR shall ensure that meal sites have working thermometers for all meals for which food is provided and that the thermometers are labeled for easy identification.

When the beverage option is selected, a stainless steel coffee maker or thermoplastic tea urn shall be provided to each site, dependent upon the beverage choice of the AAA. The number of meals served at the site shall determine the size of the beverage containers. The CONTRACTOR shall provide written instructions for proper operation and cleaning of beverage equipment. Staff at the meal site will be responsible for proper operation and cleaning of coffee makers and tea urns.

Supplies such as disposables, gloves and other equipment outlined under Required Bid Content Between AAA and Contractor on Page 2, Bullet 7, as appropriate to the needs of each meal site may also be included.

Q. CONTRACTOR'S EQUIPMENT FOR FROZEN MEALS

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

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

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

R. CONTRACTOR'S EQUIPMENT FOR NON-PERISHABLE MEALS

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

S. CONTRACTOR DELIVERY OF MEALS

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

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

The CONTRACTOR shall follow an established delivery schedule for each of the meal sites to ensure that meals are served at the given time and within the allowed time limits for serving safe food. The CONTRACTOR shall not deliver meals before arrival of staff at a meal site without a written agreement from the AAA and/or an authorized designee.

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

T. CONTRACTOR and AAA SUPPLY RESPONSIBILITIES

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

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

Both the CONTRACTOR and AAA shall rotate inventory of any edible supplies to ensure freshness.

U. CONTRACTOR MANAGEMENT and SUPPORTIVE PERSONNEL

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

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

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

V. CONTRACTOR and AAA EMERGENCY PROCEDURES

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

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

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

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

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

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

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

W. CONTRACTOR MINIMUM INSURANCE COVERAGE

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

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

X. CONTRACTOR and AAA MEAL SERVICE REPORTING and BILLING

The CONTRACTOR shall supply all reports requested by the AAA and the AAA shall make these reports available to the AAA upon request. Working through the AAA Department on Aging (DOA) reserves the right to review these documents as well. The CONTRACTOR shall bill the AAA on the last day of each month. The AAA shall pay such billings within an agreed upon time of invoice receipt. Both the AAA and CONTRACTOR are responsible for mutual agreement and documentation on numbers of meals ordered and delivered on a monthly basis for reporting/billing purposes.

Y. CONTRACTOR PROGRAM ASSURANCES

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

The CONTRACTOR shall allow representatives of the Administration on Aging/Administration for Community Living (AOA/ACL), United States Department of Agriculture (USDA), Department on Aging (DOA) and AAA to conduct on-site review of the CONTRACTOR's Production Center(s) without prior notice.

The CONTRACTOR is required to have internet access for email communication between the meal provider, the AAA and the CoA's.

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

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

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

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

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

The CONTRACTOR shall not subcontract any portion of the contract to another food service company without prior written approval by the AAA. The AAA must notify the AAA and DOA of any subcontracts. The CONTRACTOR shall be responsible for all fees, taxes and licenses required for operating under this contract. The CONTRACTOR shall be flexible regarding the number of meals to be provided at each site from day to day. Both the AAA and CONTRACTOR shall maintain financial and menu documents pertaining to this contract for three years.

VI. INDEX: ATTACHMENTS A-M

ATTACHMENT A

LOCATION OF CONTRACTOR AND PRODUCTION FACILITY

NAME OF CONTRACTOR:	
OFFICE ADDRESS:	
PHONE:	
CONTACT:	

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

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

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

ATTACHMENT B
Meal Cost Analysis Worksheet for Hot, Deli and Picnic Meals

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

FROZEN MEALS

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

ATTACHMENT C
Meal Cost Analysis Worksheet for Frozen & Shelf Stable Meals

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

FROZEN MEALS

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

SHELF STABLE MEALS

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

ATTACHMENT D

Contractor Proposed Route Schedule

Date: _____

Name of Route: _____

Is this a Contract Dedicated Route? Yes/No

Total Number of Stops on Route: _____

Number of Non-contract Stops: _____

Use one page per route. Add pages as needed. Indicate non-contract stops using "Stop 1", "Stop 2", etc.

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

Estimated Route Start Time:		
Sites Names in Delivery Order	Estimated Travel Time*	Window for Delivery Time

TOTAL ESTIMATED AMOUNT OF TIME FOR ROUTE: _____
* Estimated travel time includes period from start time and all stops prior to the delivery of any particular meal site.

**ATTACHMENT E
PROJECT MENU PLAN FOR LUNCH/DINNER**

WEEK #: _____

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

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

I certify that these menus meet the nutrition requirements as specified in the Meal Bid Specifications provided by the AAA and the corresponding computer nutrient analysis indicates compliance with the *Table: Nutrient Requirements and Values for Analysis*.

CONTRACTOR Dietitian/Nutritionist

AND Registration Number / SC License Number

**ATTACHMENT F
PROJECT MENU PLAN for Breakfast**

WEEK #: _____

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

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

I certify that these menus meet the nutrition requirements as specified in the Meal Bid Specifications provided by the AAA and the corresponding computer nutrient analysis indicates compliance with the *Table: Nutrient Requirements and Values for Analysis*.

CONTRACTOR Dietitian/Nutritionist

AND Registration Number / SC License Number

ATTACHMENT G
REQUESTED CONTRACTOR MENU TYPES

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

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

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

SAMPLE AAA MENUS

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

- ___ Regular main meal menus
- ___ Modified main meal menus
- ___ Frozen regular and modified main meal menus
- ___ Non-perishable shelf-stable meal menus
- ___ Non-perishable Emergency Meals
- ___ Picnic Meal menus, Special Meal menus, and Holiday Meal menus
- ___ Deli Meals menus
- ___ Breakfast menus

ATTACHMENT H: DISCLOSURE OF PRIOR NON RESPONSIBILITY DETERMINATIONS

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

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

Address: _____

Name and Title of Person submitted this form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract? (Please circle) No Yes

If yes, please answer the following questions:

2. Was the basis for the finding of non-responsibility due to a violation of a state finance law? (Please circle) No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government entity? (Please circle) No Yes

4. If you answered **Yes** to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental entity: _____

Date of finding of non- responsibility: _____

Basis of finding of non- responsibility: _____

5. Has any governmental entity or other Governmental agency terminated or withheld a Procurement contract with the above named individual or entity due to the intentional provision of false or incomplete information? (Please circle) N Y

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

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

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

Signature of Signatory Official

Date

Typed Name of Signatory Official

Title of Signature of Signatory Official

ATTACHMENT I: OFFEROR CERTIFICATIONS – NON-COLLUSION

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

As an authorized representative of _____,
{Fill in Offeror organization’s name}

Hereafter referred to as “we” or “our,” my signature below certifies:

1. That we have submitted the enclosed offer and that we are fully informed regarding the preparation and contents of the offer and of the requirements for providing the services being procured through this RFP;

2. That none of our officers, partners, owners, agents, representatives, employees or parties in interest, including the undersigned, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm or person to submit a collusive or sham offer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage in connection with any contract that may be awarded to any Offeror responding to this solicitation;

3. That none of our officers, partners, owners, agents, representatives, employees or parties in interest, including the undersigned, has sought through any collusion, conspiracy, connivance or unlawful agreement to have any other party refrain from making an offer of their choosing or to limit any such offer to specific geographic locations or scope of services;

4. That the offer submitted herewith is not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of any of our officers, partners, owners, agents, representatives, employees or parties in interest, including the undersigned.

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

Date

Typed Name of Signatory Official

Typed Job Title of Signatory Official

Organization/Company Name

RFP #

ATTACHMENT J: CONTRACT TERMS AND CONDITIONS SIGNATURE PAGE

MUST BE SIGNED TO BE CONSIDERED FOR AWARD OF CONTRACT

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

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

ATTACHMENT K: Request for Proposal Respondent Cover Page

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

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

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

Date

Typed Name of Signatory Official

Typed Job Title of Signatory Official

ATTACHMENT L: NON-OFFEROR'S RESPONSE

BUSINESS NAME: _____

For the purpose of facilitating your firm's response to our Request for Proposals, the Appalachian council of governments is interested in ascertaining reasons for prospective Offerors' failure to respond to Requests for Proposals.

If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and faxing it to the Appalachian council of governments, Attention Tim Womack at twomack@scacog.org.

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

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

Correct name and mailing address is:

Other reason(s): _____

Signature of Signatory Official

Date

Typed Name of Signatory Official

Title of Signature of Signatory Official

ATTACHMENT M BUDGET

Budget and Unit Cost Calculations				
Provider:		Geographic Area:		
Item #	SERVICE Delivery Costs: (Enter data in Green Cells Only)	100% Budget (All Svcs)	Group Dining Meals	Home Delivered Meals
1	Personnel Salaries	0.00		
2	Fringe Benefits	0.00		
3	Travel (for service delivery)	0.00		
4	Training (include training related staf	0.00		
5	Facility/Building cost	0.00		
6	Utilities	0.00		
7	Equipment	0.00		
8	Insurance	0.00		
9	Supplies	0.00		
10	Raw Food/Meal Cost (Nutrition Svcs	0.00		
11	Other: (specify)	0.00		
12	Other: (specify)	0.00		
13	Other: (specify)	0.00		
14	Other: (specify)	0.00		
15	Other: (specify)	0.00		
16	Other: (specify)	0.00		
17	Subtotal - Service Provision Costs	0.00	0.00	0.00
Management (Indirect/Overhead) Costs				
18	Personnel Salaries	0.00		
19	Fringe Benefits	0.00		
20	Other Overhead/Indirect Costs (Inclu	0.00		
21	Other: (specify)	0.00		
22	Other: (specify)	0.00		
23	Subtotal - Mgmt (Indirect/Overhead) Costs	0.00	0.00	0.00
24				
25				
26				
27				
28				
29				
30			0.00	0.00
31		0.00		
32		0.00		
33	TOTAL OPERATING BUDGET	0.00	0.00	0.00
34		Fringe Rate as % Of Salaries	#DIV/0!	#DIV/0!
35		Projected Total # of Units		
36		Actual Unit Cost	#DIV/0!	#DIV/0!
Matching Requirements				
37	Minimum Required Match (10%) is:	0.00	0.00	0.00
38	Total Cash Match (provide detail)	0.00		
39	Total In-Kind Cash Equivalent (provid	0.00		
40	Subtotal - Available Match	0.00	0.00	0.00
41	Minimum Match Requirement Met?	NO	NO	NO
Net Unit Cost (Actual - Applied Match)			#DIV/0!	#DIV/0!