

 REQUEST FOR PROPOSALS

**FOR FY 2021**

**DALLAS AREA AGENCY ON AGING**

# I. Purpose

#

The Dallas Area Agency on Aging (DAAA), a project of the Community Council of Greater Dallas (CCGD), is the agency designated by the Texas Health and Human Services (HHS) as responsible for planning and developing a system of service delivery for persons 60 years of age and older residing in Dallas County. DAAA annually subcontracts federal and state funds to a number of local governments, private non-profit and private for-profit organizations to provide nutrition and social services to older individuals and their caregivers.

The purpose of this Request for Proposal (RFP) is to solicit written proposals for services to be provided under Title III of the Older Americans Act, as amended. The project period to be covered in response to this request is October 1, 2020, through September 30, 2021.

DAAA is seeking proposals from qualified entities to provide:

* Congregate Meals
* Home-delivered Meals
* Instruction & Training
* Mental Health Services

Service Recipients: Programs must be open to all persons 60+. There is no means testing for participant eligibility. Membership in any specific private organization, group, association, or fraternal organization cannot be required for participation in services. Although providers may not charge fees to participants, they are required to develop policies and procedures to elicit contributions from participants. Participants cannot be denied service based on unwillingness/inability to contribute to the cost of their services. “Program Income,” as these client contributions are called, must be budgeted, tracked, and used to expand the program. The provision of all services must comply with the Civil Rights Act of 1964 and with Section 504 of the Rehabilitation Act of 1973 as amended, related legislation, and the Americans with Disabilities Act. (See AAA Assurances and Certifications)

**EVENT SCHEDULE DATE**

RFP Issued Friday, July 31, 2020

Pre-Proposal Conference Held Friday, August 7, 2020 2:00 pm via Zoom

**RFP Submissions Due Friday, August 28, 2020**

Proposals Evaluated August 29 – September 4, 2020

Funding Decisions Made Friday, September 4, 2020

Contracts Begin October 1, 2020

# RFP SUBMISSION INSTRUCTIONS

# Proposal responses must be received in the Community Council of Greater Dallas office by mail no later than Friday, August 28, 2020 at 5:00 pm. Responses must be received at the address below, marked as “Confidential”, and identified as “DAAA 2020 Subrecipient Proposal” in the bottom left-hand corner of each envelope.

# Submit to:

 Community Council of Greater Dallas

Attn: Sandra Luz, Contracts Manager II, Dallas Area Agency on Aging

 1341 W. Mockingbird Ln., Suite 1000W

 Dallas, TX 75247

For mailed proposals a return receipt is recommended. Hand-delivered proposals are not being accepted this year. Faxed proposals will not be accepted. CCGD reserves the right to reject electronic mail, fax, and late responses.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFP, unless proposer indicates a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Open Records Act. All information obtained during the course of this RFP will become the property of CCGD.

All proposals must be signed by a person who is authorized to sign contracts on behalf of the entity submitting the proposal.

**MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A proposal that is in the possession of CCGD may be modified by letter or fax transmission bearing the signature of the person authorized for bidding, provided it is received prior to the submission deadline.

A proposal that is in the possession of CCGD may be withdrawn by the person authorized for bidding, either in person or by written request, up to the time of the submission deadline.

**PERIOD OF PERFORMANCE**

Contracts awarded for all programs included in this RFP begin on October 1, 2020 and terminate September 30, 2021. CCGD may decide to issue one-year contract extension for FY 2022 to grantees who have satisfied the terms of their contracts. CCGD reserves the right to renegotiate remuneration for FY 2022 activities prior to the issuance of FY 2022 contract extension.

**REMUNERATION**

# CCGD shall establish maximum funding levels for successful proposers. Depending on the service category, CCGD will reimburse providers on a unit cost rate or cost-reimbursement basis per their contract after program costs are incurred and reported to DAAA through monthly reports. Reimbursement requests are reviewed monthly to ensure that the budgeted local funds and/or program income are expended at the same time as the federal funds. However, the provider must be able to operate the program with non-Federal funding until Title III funds become available. At the beginning of the contract period, there may be a delay of several months until Title III funds become available. The provision of all services must comply with all federal and state legislation related to that service, including match requirements detailed in the Narrative instructions.

**SELECTION CRITERIA**

Proposals will be evaluated on the following criteria:

a. Targeting and Outreach – 20 points

In evaluating proposals, the Proposal Review Subcommittee will consider such things as: the degree to which the program targets those in priority populations under the Older Americans Act,

e.g. *older persons with greatest economic need, greatest social need, severe disabilities, limited English proficiency, Alzheimer’s and related disorders with neurological and organic brain dysfunction, and/or at risk of institutional placement.*

accommodates such persons’ needs, and effectiveness of strategies used to inform eligible persons of program services.

b. Potential Program Effectiveness – 25 points

In evaluating proposals, the Proposal Review Subcommittee will consider such things as: the clarity of goals, objectives and outcomes meaningful to the target population, the appropriateness of program methods, track record, consistency with governing laws and regulations, and the degree to which activities are subject to ongoing evaluation.

c. Sources of Financial Support, Service Volumes, and Program Cost – 20 points

The proposal will be rated on the basis of the overall cost effectiveness of the proposed services, the ability to meet (or exceed) the required 10%, the projected cost per unit of service, and projected cost per unduplicated client (where applicable).

MATCH Calculation:  At least 10% match is calculated as 1/9 of Title III dollars requested. Match may be made up of Local Cash and In-Kind – do not include program income in match calculation.

 d. Performance Record – 25 points

The proposal will be rated in terms of the applicant's demonstrated capability for administering proposed services, providing necessary programmatic and fiscal controls, and ensuring client satisfaction. Organizations that have not contracted with DAAA may submit their most recent audits as evidence of their ability to provide fiscal controls.

 e. Staff Capability – 10 points

The proposal will be rated on the basis of breadth and depth of staffing, clarity of job descriptions, and staff qualifications.

 f. Responsiveness to RFP – 5 points

The proposal will be rated in terms of the degree to which all required narrative and forms are included in the proposal and are technically correct. In evaluating proposals, the Proposal Review Subcommittee will consider such things as: the specificity of response to narrative questions; the internal consistency of data presented; the inclusion of required forms and documents; and the degree to which RFP instructions are followed.

The maximum number of points that may be awarded is 105.

Contract Considerations:

CCGD shall have the ability to conduct negotiations regarding certain elements of the program, including but not limited to scope of services, type of services, and funding levels.

**APPEAL PROCESS**

Any Proposer denied a contract has the right to appeal that decision. The Texas Health and Human Services (HHS) appeal procedures are available through DAAA.

Contract Award. The award of any contract based on proposals received in response to this RFP is contingent on CCGD receiving adequate Title III funds from the Texas Health and Human Services (HHS). CCGD reserves the right to award a contract without further negotiation of proposal content or budget. Therefore, the proposals must be complete and technically correct at time of submission.

Changes in state and/or federal legislation may result in a requirement to re-negotiate contracts at any time. Any costs incurred by the Proposer prior to the commencement date of a contract may not be paid from contract funds and will not be reimbursed by CCGD.

This RFP does not obligate CCGD to award a contract or to procure or contract for services. CCGD reserves the right to reject any or all proposals received in response to this RFP.

**REPORTING REQUIREMENTS**

Contractor must maintain fiscal records and supporting documents for all expenditures of funds under this grant in a manner which conforms with reasonable requirements of DAAA and with generally accepted accounting procedures.

**Contractors must submit various reports to DAAA.** Monthly reports must be received on the 6th day of each month and shall include all data for the previous month. In the event that the 6th falls on a weekend or holiday, monthly reports shall be due by close of business on the prior workday. Late, incomplete, and/or incorrect reports may result in delayed payments, sanctions and/or penalties. Reports to be submitted include, but are not limited to:

1. Monthly reimbursement request. For example, services on a cost reimbursement basis document total actual costs incurred by provider previous contract calendar month, the amount of such costs to be covered by contractor's match and program income, and the amount of such costs for which the contractor seeks payment from DAAA.
2. Monthly report of programmatic activity, which includes program-specific data related to the service category.

Congregate Meals and Home Delivered Meals contractors must use the WellSky - SAMS (Social Assistance Management System) computer software to track and report service and participant statistics.

1. Contracting organizations must provide an annual audit. The audit format is based on the amount of federal funds received from all sources. Organizations that receive $750,000 or more federal funding in total must be audited in accordance with the OMB Super Circular Title 2 Subtitle A Chapter II Part 200 Subpart F.
2. Other periodic reports, as may be required.

**HHS SERVICE DEFINITIONS FOR AREA AGENCIES ON AGING**

**CONGREGATE MEAL**

A hot or other appropriate meal served to an eligible older individual which meets 33⅓ percent of the dietary reference intakes (DRI) established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

Standard meal ‑ A regular meal from the standard menu that is served to the majority or all of the participants.

* Therapeutic meal or liquid supplement ‑ A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). “Liquid supplement” meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube to meet the needs of a specific individual. These meals require a doctor’s prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If an AAA is providing these services through Health Maintenance as a result of a doctor’s prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (CNE). The circumstance would dictate the follow-up.

*Note: Menus must be certified as meeting 1/3 DRI by a registered dietitian and submitted to DAAA prior to serving. Menus, certifications, and approved substitution lists must be developed, utilized and maintained on file according to the standards set forth in Program Instruction 314 (AAA-PI314) issued by the Texas Department of Aging and Disability Services.*

Unit of Service: One Meal.

Reimbursement Methodology by AAA: Fixed Unit Rate per Meal Served.

**HOME DELIVERED MEALS**

Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

* Standard meal ‑ A regular meal from the standard menu that is served to the majority or all of the participants.
* Therapeutic meal or liquid supplement ‑ A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). “Liquid supplement” meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual. These meals require a doctor’s prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a result of a doctor’s prescription, some monitoring should be conducted, whether

through a home health nurse or follow-up nutritional risk and functional assessment (Consumer Needs Evaluation). The circumstance would dictate the follow-up.

Unit of Service: One Meal.

Reimbursement Methodology by AAA: Fixed Unit Rate per Meal Served.

**INSTRUCTION AND TRAINING**

Provide experience or knowledge to individuals or professionals working with older individuals to acquire skills in a formal, informal, or in individual or group settings.

Unit of Service: One Contact. Each participant in a training session receives a service; therefore, each participant is counted as one contact.

Reimbursement Methodology by AAA: Cost Reimbursement.

Note: DAAA has specific interests in programs that provide instructional and awareness seminars to older persons experiencing vision loss and to the professionals and caregivers assisting older persons. Also, programs that provide instructional and awareness seminars about aging and mental health issues to individuals 60+ and professionals working with older individuals.

## **MENTAL HEALTH SERVICES**

Analysis by a mental health professional to determine a need for mental health service(s) (diagnosis/screening) or the provision of services to support and improve the emotional well-being of an individual. Mental health services shall be provided to individuals who have mental illness, emotional or social disabilities, or who may require support and treatment. Such support may include education, prevention, screening, referral and/or intervention.

|  |  |
| --- | --- |
| Unit of Service:  | One Contact.  |
| Direct Service Waiver Required:  | Waiver not available.  |
| Method of Service Provision:  | This service may only be authorized by a care coordinator on behalf of an eligible individual for purchase through a contractor.  |
| Reimbursement Methodology by AAA:   | Variable.  |
|  |  |

**1.** Texas Dept. on Aging Standards:

TAC.40 **§**85.302, Nutrition Service Standards

* TAC.40 **§**85.301, Transportation Service Standards
* TAC.40 **§**85.309 Senior Centers

 [https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac\_view=3&ti=40&pt=1](https://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=3&ti=40&pt=1)

**2.** P.L. 100-175, Older Americans Act of 1965, as amended.

 <https://www.gpo.gov/fdsys/pkg/STATUTE-101/pdf/STATUTE-101-Pg926.pdf>

**3.** Regulations pertaining to Grants for State and Community

 Programs on Aging as follows:

* 7 CFR, Part 250
* 45 CFR, Part 74 (applies to specific bidders)
* 45 CFR, Part 80
* 45 CFR, Part 84
* 45 CFR, Part 91
* 45 CFR, Part 92 (The Common Rule)

<https://www.fns.usda.gov/fdd/7-cfr-part-250-distribution-and-control-donated-foods-proposed-rule-side-side-current-and-proposed>

<https://www.gpo.gov/fdsys/granule/CFR-2000-title45-vol1/CFR-2000-title45-vol1-part74>

<https://www.gpo.gov/fdsys/search/searchresults.action?st=45+CFR+PART+80>

<https://www.gpo.gov/fdsys/search/search.action?na=&se=&sm=&flr=&ercode=&dateBrowse=&govAuthBrowse=&collection=&historical=false&st=45+CFR+PART+84&=45+CFR+PART+80&psh=&sbh=&tfh=&originalSearch=&fromState=&sb=re&ps=10&sb=re&ps=10>

<https://www.bing.com/search?q=45%20cfr%20part%2091&qs=n&form=QBRE&sp=-1&pq=45%20cfr%20part%2091&sc=8-14&sk=&cvid=076D7A407A0340BEB30839EA7F1BC945>

<https://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol1/CFR-2011-title45-vol1-part92>

4. OMB Super Circulars 2 CFR 200

<http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl>

5. Title VI of the Civil Rights Act of 1964

<https://www.justice.gov/crt/fcs/TitleVI-Overview>

1. Section 504 of the Rehabilitation Act of 1973

<http://www.dol.gov/oasam/regs/statutes/sec504.htm>

7. Age Discrimination Act of 1975

<http://www.dol.gov/oasam/regs/statutes/age_act.htm>

1. Americans with Disabilities Act of 1991, as applicable Texas Department of Aging and Disability Services Policies & Rules as published in the Texas Register under Chapter 251, et seq. (Title 40, Part IX, Texas Administrative Code.)

<http://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm>

**9.** SPURS Job Aids, Training Manuals and Forms

* Nutrition Programs Job Aids

<http://www.dads.state.tx.us/providers/AAA/Procedures/index.html>

1. The most current demographic section of the DAAA Area Plan is available by request to Sandra Luz, sluz@ccadvance.org, 214-954-4274 and Francheska Dixon, fdixon@ccadvance.org, 214-954-4221.

**PROPOSAL RESPONSE FORMAT**

Submit one original and one (1) copy of the proposal by **Friday, August 28, 2020, by 5:00 pm.**

Do not bind the original.

# PRE-PROPOSAL CONFERENCE

DAAA will conduct a Pre-Proposal Conference on Friday, August 7, 2020, at 2:00 p.m., via Zoom.

**QUESTIONS**

Except for questions posed during the pre-proposal conference, all questions concerning this request for proposals must be in writing and be received by CCGD by email. Submit questions to:

 Sandra Luz, Contracts Manager II

 Dallas Area Agency on Aging

 Email: sluz@ccadvance.org

DAAA will issue written replies to all known prospective proposers, without identifying those who submit questions.

**GENERAL TERMS AND CONDITIONS**

A. CCGD reserves the right to accept or reject any and/or all proposals or to cancel this notice at any time.

B. A response to this Request for Proposal (RFP) does not commit CCGD to a purchase agreement or contract, or to pay any costs incurred in the preparation of such response. CCGD reserves the right to negotiate the final terms of any and all contracts with proposers selected. Such agreements negotiated as a result of this RFP may be re-negotiated and/or amended in order to successfully meet agency needs.

C. CCGD reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. CCGD will provide notification of such changes to all proposers recorded in the official record as having received or requested an RFP.

D. CCGD reserves the right to contact any individual, agencies or employers listed in a proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications, and to request additional information from any and all proposers.

E. CCGD reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior or subsequent to the award of a purchase agreement. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of the purchase agreement award.

F. CCGD reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.

G. Proposers shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee or agent of CCGD for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.

H. No employee, officer or agent of CCGD shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, exists.

I. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected. This does not preclude joint ventures or subcontracts.

J. All proposals submitted must be an original work product of the proposers. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder, as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be rejected.

K. The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind, nor does it commit CCGD to pay for costs incurred prior to the execution of a formal contract.

L. The contents of a successful proposal may become a contractual obligation, if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to CCGD as a result of the proposer's failure to contract may be recovered from the proposer.

M. A contract with the selected provider may be withheld at sole discretion if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by CCGD if resolution is not satisfactory to CCGD.

N. CCGD is the responsible authority for handling complaints or protests regarding the proposal selection process. This includes, but is not limited to, disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority, as may have proper jurisdiction.

O. At all times during the term of a contract with CCGD, the provider shall procure, pay for and maintain, with approved insurance carriers, the minimum insurance requirements as required by law and shall require all sub-recipients or contractors performing work for which the same liabilities may apply under this contract to do likewise. The provider may cause the insurance to be in effect in whole or in part by the sub-recipients or contractors under the terms of their agreements. DAAA reserves the right to waive or modify insurance requirements at its sole discretion.

P. Provider covenants and agrees to indemnify, hold harmless, and defend CCGD, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the provider, its officers, agents, servants, employees, sub-recipients or contractors, and the provider does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the provider, its officers, agents, servants, employees, sub-recipients or contractors to the extent permitted by law.

 Q. Confidential or proprietary information of the proposer will not be disclosed to the proposer’s competitors. The proposer shall clearly identify in its response elements of the proposal that are considered proprietary. The proprietary information shall be separated from the rest of the proposal. Neither the proposal, in its entirety, nor the proposal price can be considered confidential or proprietary**.** All proposals are subject to terms of open records regulations. However, they are not available to the public until after award of the contract.