

SERVICE CONTRACTORS

REQUEST FOR PROPOSAL INSTRUCTIONS

**FOR FY 2021**

**DALLAS AREA AGENCY ON AGING**

# PURPOSE

The Community Council of Greater Dallas (CCGD) do hereby agree to provide services effective beginning October 1, 2020, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Department of Health and Human Services (HHS), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. The agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHS’s AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Contractor.

DAAA is seeking proposals from qualified Service Contractors to provide:

* Chore Maintenance
* Health Maintenance
* Residential Repair
* Transportation (ability to transport people who use wheelchairs required)

**EVENT SCHEDULE DATE**

 RFP Issued Friday, July 17, 2020

 Pre-Proposal Conference Held - Virtual Friday, July 31, 2020

 **RFP Submissions Due Friday, August 14, 2020**

Proposals Evaluated August 14 – September 4, 2020

 Funding Decisions Made Monday, September 6, 2020

 Agreements 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 17, 2020 at 5:00 p.m. Responses must be received at the address below, marked as “Confidential,” and identified as “DAAA FY 2021 Proposal” in the bottom left-hand corner of each envelope.

# Submit to:

 Community Council of Greater Dallas

Attn: Sandra Luz/Francheska Dixon, Contracts Services Department

 1341 W. Mockingbird Ln., Suite 1000W

 Dallas, TX 75247

For mailed proposals a return receipt is recommended. 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 an agreement. 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 agreements 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**

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

**REMUNERATION**

Submit billings with appropriate documentation as required by the AAA by the close of business on the **sixth (6th)** day of each month following the last day of the month in which services were provided.

If the **sixth (6th)** day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.

Billing and appropriate documentation received by the above-mentioned date will be processed for payment within 45 business days of receipt of the request by the AAA.

The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.

No reimbursement for services provided will be made if contractor payment invoices are not submitted to the AAA within 45 days of service delivery.

***Document required match (10%) on all invoices submitted for payment.***

***Caregiver Supplemental Services required match (25%)***

**SELECTION CRITERIA**

Proposals will be evaluated on the following criteria:

* Potential service effectiveness (level of experience or demonstrated capability for administering proposed service, track record on quality customer service, consistency with governing laws and regulations and AAA requirements, provides service throughout Dallas County)
* Provides favorable rates and has ability to meet or exceed required 10% and/or 25% match
* Responsiveness to application – degree to which required documents are provided and technically correct for service category

**APPEAL PROCESS**

Any applicant denied a service contractor agreement has the right to appeal that decision.

Appeal procedures are available through the Dallas Area Agency on Aging; dsoler@ccadvance.org

**AGREEMENT AWARD**

The award of any agreement 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 an agreement 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 agreements at any time. Any costs incurred by the Proposer prior to the commencement date of an agreement may not be paid from agreement funds and will not be reimbursed by CCGD.

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

**RECORDS MAINTENANCE**

Service 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.

**The Service Contractor shall comply with**:

All Texas Administrative Code standards are located at the Texas Secretary of State website: [www.sos.state.tx.us](http://www.sos.state.tx.us).

All Older Americans Act and other required rules and regulations are located at [http://www.aoa.gov/AoARoot/About ACL/Authorizing\_Statutes/index.aspx](http://www.aoa.gov/AoARoot/About%20ACL/Authorizing_Statutes/index.aspx).

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et.seq.*)
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
4. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
6. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
7. Drug Free Workplace Act of 1988
8. Texas Senate Bill 1 - 1991, as applicable
9. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
10. Certification Regarding Debarment *-* 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
11. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
12. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

**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 agreement 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 an agreement 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. An agreement with the selected service contractor may be withheld at sole discretion if issues of agreement compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of agreement 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 an agreement with CCGD, the service contractor shall procure, pay for and maintain, with approved insurance carriers, the minimum insurance requirements as required by law and shall require all service contractors or contractors performing work for which the same liabilities may apply under this contract to do likewise. The service contractor may cause the insurance to be effect in whole or in part by the service contractor or contractors under the terms of their agreements. DAAA reserves the right to waive or modify insurance requirements at its sole discretion.

P. Service Contractor 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, service contractors or contractors, and the service contractor 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 service contractor, its officers, agents, servants, employees, service contractors 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 agreement.