

OVERVIEW

REQUEST FOR PROPOSALS FOR SENIOR SERVICES

Aging Ahead

CONTRACT PERIOD JULY 1, 2020 - JUNE 30, 2021

Aging Ahead, through this request for proposal, intends to contract for services for eligible persons of the service area for the period July 1, 2020, through June 30, 2021.

Aging Ahead reserves the right to select or reject any proposals in whole or in part. Successful providers may be asked to further define and/or refine their proposals as part of contract negotiation.

Aging Ahead also reserves the right to make multiple awards and to determine the level of funding for each contract awarded at *Aging Ahead's* sole discretion.

I. DEFINITIONS

Throughout this request the following abbreviations and definitions will apply:

"FY 2021"

The fiscal year beginning July 1, 2020 and ending June 30, 2021.

"Should"

Means that there is a strong expectation that a certain act will be performed without a mandatory obligation to perform such an act.

"RFP"

"Request for Proposal" means those procurement documents issued by *Aging Ahead* for the purchase of services as described in the document. The definition includes all attachments, exhibits, and/or amendments thereto.

"Provider"

Means the organization that responds to the "RFP" with qualifications and proposals to provide the services as required in the RFP document.

"Unit"

A unit of service is defined in each Part II: Specifications for Service packet.

"Shall"

Means that the performance of a certain act is a mandatory condition and that there is no choice but to perform the action exactly as described.

"Must"

Has the same meaning as the word "Shall".

“CSR”

Code of State Regulations.

“Contributions”

Money or food stamps given voluntarily and confidentially toward the cost of a service received. Used synonymously with program income.

“ADA”

Americans With Disabilities Act

“Administrative Costs”

Those personnel and associated costs not directly involved with providing units of service.

“CFR”

Code of Federal Regulations

“Means Testing”

Use of income to limit or deny service.

“Minority Agency”

A provider agency owned and/or operated by at least 51% or more minority persons. Women are considered minority for this definition.

II. SERVICE AREA

St. Louis County Franklin County
St. Charles County Jefferson County
Services must be delivered within these four counties.

III. SCOPE OF SERVICE/SERVICE DELIVERY SYSTEM – Scope of Service is defined in each Part II: Specifications for Service packet.

IV. PROGRAM MONITORING AND EVALUATION PROCEDURES

Aging Ahead will review fiscal and programmatic reports as submitted monthly.

Aging Ahead will conduct formal annual on-site assessments of providers receiving funding through *Aging Ahead*. At a minimum, programmatic, fiscal and compliance issues will be assessed. A designated staff member of the provider will be required to participate in the assessment. A written report stating the assessment findings will be mailed to the provider.

In addition, providers shall have in force adequate procedures for internal monitoring of compliance with service standards. (*See Part II: Specifications for Service packet for specifications and CSR requirements*).

Reimbursements under this contract will be earned only when the services described within the RFP are provided to eligible recipients during the funding period, and the pro rata match requirement has been met. Receipt of funds either through advancement, reimbursement, or participant contributions does not constitute earning of these funds.

Aging Ahead reserves the right to impose additional reporting, monitoring and/or evaluation requirements during the term of the contract as deemed appropriate and at the discretion of ***Aging Ahead***.

V. PROPOSAL REVIEW PROCEDURES

Proposals will be evaluated by ***Aging Ahead*** staff to determine responsiveness or non-responsiveness to the RFP. An evaluation of the provider’s proposal will be based on the following categories and respective weight criteria:

Each proposal is evaluated according to the following criteria:

<u>Budget Summary and Detail:</u>		23 points
<i>Lowest unit cost</i>	19 pts.	
<i>Budget Details and Preparation</i>	4 pts.	
<u>Provider Qualifications</u>		14 points
<u>Quality Assurance</u>		12 points
<u>Specification for Service</u>		<u>51 points</u>
		100 points

At a minimum, a responsive proposal must receive a score of seventy (70) points out of a possible one hundred (100) points from the participating evaluators of the Evaluation Committee to be eligible for contract award. The Evaluation Committee’s members are designated by the executive director from members of the ***Aging Ahead*** Advisory Council, staff, Board of Directors and board committees. A copy of the Proposal Review Evaluation is enclosed in this packet.

In order to be considered responsive, no proposal may have an ***Aging Ahead*** unit price above the maximum not-to-exceed unit price when listed in the specifications for each service.

The ***Aging Ahead*** Advisory Council and the Finance Committee of the ***Aging Ahead*** Board will meet to review responsive proposals and develop their recommendation for FY 2021 contract awards.

VI. CONTRACT AWARD/DENIAL PROCEDURE

The ***Aging Ahead*** Board of Directors will review recommendations and award service contracts for FY

2021. Notification of funding awards will be made on or before October 1, 2020. Letters of intent to contract and letters of denial will be issued at the earliest possible time after the *Aging Ahead* Board has approved the service allocations.

VII. STAFF CONTACTS

Questions relating to service delivery, proposal preparation, or specifications should be directed to **Christine Hustedde**, Chief Operating Officer. Questions relating to budget preparation, unit cost determination or other fiscal matters should be directed to **Tom Meadows**, Fiscal Officer. The Central Office phone number is 636-207-0847.

VIII. OFFICIAL QUALIFICATIONS/PROPOSALS CLOSE DATE AND TIME

- A bidder's conference will be held at **10 a.m., Tuesday, August 18, 2020 via Zoom**, to answer questions regarding the RFP. Please email Christine Hustedde at chustedde@agingahead.org if you would like to attend the bidder's conference.
- All proposals must be received in the *Aging Ahead* office at 14535 Manchester by 4 p.m. on **Friday, September 4, 2020**.
- A public opening of sealed proposals will be at **10:00 a.m. on Tuesday, September 8, 2020 via Zoom (email chustedde@agingahead.org to attend)**. Any proposals received by *Aging Ahead* after the exact close date and time will not be opened and will not be evaluated regardless of the reasons and/or mitigating circumstances related to its lateness. **It is the provider's sole responsibility to ensure that his or her proposal is physically received and officially clocked in as a sealed document by *Aging Ahead* in its office no later than the official close date and time.**
- The proposal documents become the property of *Aging Ahead* once opened at the public opening.

IX. OPTIONAL EXTENSION

Aging Ahead reserves the right to consider extension of the contract on an annual basis up to a total of three years. A provider would be notified five months prior to the end of the contract year of any offer of extension.

X. RFP QUALIFICATIONS SUBMISSION INFORMATION

Special Instructions to Providers:

1. A proposal submitted by a provider must A) contain all information required by the RFP (pages 1-23) and the service specifications; B) be sealed in an envelope or container and clearly marked "Sealed RFP"; C) include an original proposal plus two (2) copies and; D) be delivered to the *Aging Ahead* Office, 14535 Manchester Road, Manchester, MO 63011 and **officially clocked in no later than 4 p.m. on September, 4 2020**. Proposals may be mailed or delivered in person. No e-mailed proposals will be accepted.
2. A separate RFP document is to be completed for each service that a provider is proposing to provide.

3. A provider's RFP may be withdrawn by written notice received prior to the official close date and time specified. An RFP may also be withdrawn or modified in person by the provider or authorized representative upon presentation of written confirmation of this action, and when proper provider identification is presented before the official close date and time. Verbal telephone requests to withdraw or modify an RFP will not be considered.
4. RFPs which are determined to be responsive will be considered for possible contract award.
5. After an initial screening process, a technical question/answer conference may be conducted prior to the final evaluation.
6. Applicable to State Agencies and Political Subdivisions Only: In the event that the provider is a state agency or political subdivision which is prohibited by law or court decision from complying with certain provisions of this document, then such provider may submit a qualification containing a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between ***Aging Ahead*** and the provider, if such provider is a selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order.
7. ***Aging Ahead*** reserves the right to officially modify or cancel an RFP after issuance up to five calendar days before the deadline for submission. Such a modification will be identified as an amendment and numbered in sequential order as issued. The provider must sign and submit any amendment, including any required documentation, no later than the official close date and time as acceptance of the conditions stated therein.
8. The Proposal must be submitted in the same format as received. Should additional pages be needed, insert the additional pages in numerical order, with the same number plus an alphabetical listing (Example: 8a, 8b, etc.). A separate RFP document must be submitted for each service.

XI. ***Aging Ahead*** SERVICE PROVIDER POLICIES MANUAL

This manual is included for the information of all providers proposing to deliver service. All providers are required to assure compliance with these policies and requirements if they are funded. By submitting this proposal, provider agrees to comply with the policies in the ***Aging Ahead*** Service Provider Policies Manual. (Bidder should retain the manual. It should not be included with the sealed bid.)

XII. SPECIFICATIONS FY 2021

1. Title IIIB Adult Day Services
2. Title IIIB Transportation Services

APPLICATION FOR FUNDS

REQUEST FOR PROPOSAL FOR SENIOR SERVICES

Aging Ahead

CONTRACT PERIOD JULY 1, 2020 - JUNE 30, 2021

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In order for a proposal to be accepted as responsive all of the pages of the RFP document are to be completed in the order received using the *Aging Ahead* forms provided.

**APPLICATION FOR FUNDS
COVER SHEET**

A. Name of Service Proposed:	
B. Applicant Name, Address, and Phone:	
C. Address at which proposed Program will be located:	

D. Proposed Budget Period for which funds are being requested:		Name, Title, Address to which payments are to be sent:
Beginning:		
Ending:		
Total <i>Aging Ahead</i> Funds Requested:		\$
Total number of units projected:		

Name and Title of Individual Authorized to Commit Applicant Organization to this Proposal.

Signature	Date
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For Area Agency Use Only:

Award No.:	Date Received by <i>Aging Ahead</i>
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**APPLICATION FOR FUNDS
PROPOSAL SUMMARY**

SERVICE	
BRIEF DESCRIPTION OF SERVICES	
PROVIDER	
AREA TO BE SERVED	
HOURS OF OPERATION	
<i>Aging Ahead</i> FUNDS REQUESTED	
PERSONS TO BE SERVED (Projected Unduplicated Persons)	
UNIT DEFINITION(S) As stated in Part II: Specifications for Service packet	
NUMBER OF UNITS	
<i>Aging Ahead</i> UNIT COST	

**SECTION A
BUDGET SUMMARY
INSTRUCTIONS**

Column Heading Definitions

- 1) Cost Categories: Complete listed line items A-1 where applicable. Line item A. Total is the vertical total of each column (2) through (6).
- 2) *Aging Ahead* Funds: Funds requested from *Aging Ahead*.
- 3) Contributions: Program income received from participants.
- 4) Other Cash: Funds provided through other sources for this program to purchase units of service. Bidders are encouraged to locate and utilize other resources to provide programs and services. The evaluation process includes extra points for other cash.
- 5) Non-Federal Match: (A minimum of 15% match is required). To calculate 15% match: divide total *Aging Ahead* funds requested by .85, less AAA funds. For more detail see *Aging Ahead* Provider Policy Manual, Section Three). Place asterisk (*) next to amount provided by in-kind sources. For Family Caregiver programs 25% match is required calculated in the same manner.
- 6) Grand Total: Horizontal total of columns (2) through (5) by line item. Get this figure from Budget Detail, Application for Funds, Page 13, Item J.

**SECTION A
BUDGET SUMMARY**

BUDGET YEAR FY 2021	
Applicant Name	
Service	

Cost Categories (1)	<i>Aging Ahead</i> Funds (2)	Contributions (3)	Other Cash (4)	Non-Fed. Match (5)	Grand Total (from page 13, item J) (6)
A. Total Contracted Cost					

B. *Aging Ahead* Units

C. Contribution Units

D. Other Cash Units

E. Total Units (Add lines B, C, D)

F. Total Unit Cost (from page 13, item J)

G. Reimbursable Unit Cost (A6 minus A5, divided by E)

H. Margin of Profit Percentage (For for-profit agencies only)

**SECTION B
BUDGET DETAIL INFORMATION**

IMPORTANT! Identify non-federal match with (*); identify administrative costs with (A)

A. <u>PERSONNEL</u> 1. Salaries/wages (multiple positions such as drivers may be listed together.) Must match Section C, Page 18 TITLE/NAME:	\$	Itemized Detail:	
2. <u>FRINGE BENEFITS</u> (if Applicable)	\$		
A. PERSONNEL TOTAL:	\$	COST PER UNIT \$	\$
B. <u>TRAVEL</u> 1. Staff:	\$	Itemized Detail:	
2. Volunteers:	\$		
B. TRAVEL TOTAL:	\$	COST PER UNIT \$	\$
C. <u>VEHICLE EXPENSES</u> 1. Fuel/Oil	\$	Itemized Detail:	
2. Maintenance	\$		
3. Insurance	\$		
C. <u>VEHICLE EXPENSES TOTAL:</u>	\$	COST PER UNIT \$	\$

**SECTION B
BUDGET DETAIL INFORMATION
(CONTINUED)**

IMPORTANT! Identify non-federal match with (*); identify administrative costs with (A)

<p>D. <u>BUILDING/UTILITIES/PHONE</u></p> <p>1. Building Space Cost (Describe method used to determine value of building space in space to right of amount)</p>	\$	Itemized Detail:	
<p>2. Utilities (Itemize)</p>	\$		
<p>3. Telephone</p>	\$		
<p>D. BUILDING/UTILITIES/PHONE TOTAL:</p>	\$	COST PER UNIT \$	\$
<p>E. <u>PRINTING AND SUPPLIES</u></p> <p>1. Itemize by type, include all non-expendable printing and office supplies under \$300.</p>		Itemized Detail:	
<p>Paper and office supplies</p>	\$		
<p>Postage</p>	\$		
<p>E. PRINTING AND SUPPLIES TOTAL</p>	\$	COST PER UNIT	\$
<p>F. <u>EQUIPMENT</u></p> <p>1. This Category is for capital equipment only (individual pieces of equipment worth \$300 or more itemize equipment with estimated cost). For more information see <i>Aging Ahead</i> Service Provider Policies Manual (Section Four – Equipment Requirements)</p>		Itemized Detail:	
<p>F. EQUIPMENT TOTAL</p>	\$	COST PER UNIT	\$

**SECTION B
BUDGET DETAIL INFORMATION
(CONTINUED)**

IMPORTANT! Identify non-federal match with (*); identify administrative costs with (A)

G. RAW FOOD 1. Prepared Meals (frozen and shelf stable) 2. Produce 3. Milk/Dairy 4. Bread 5. Coffee 6. All other food a. US-produced b. Non-US-produced		Itemized Detail:	
G. RAW FOOD TOTAL	\$	COST PER UNIT	\$
H. KITCHEN SUPPLIES Non-food purchases: 1. Dishwashing and kitchen chemicals 2. Janitorial/housekeeping chemicals 3. HD paper supplies (disposables) 4. Non-HD paper supplies (disposables)		Itemized Detail:	
H. KITCHEN SUPPLIES TOTAL	\$	COST PER UNIT	\$
I. OTHER COSTS 1. Itemize Categories not mentioned above, such as bonding, audits, consultants, advertising, bank services, permits and insurance		Itemized Detail:	
I. OTHER COSTS TOTAL:	\$	COST PER UNIT	\$
J. GRAND TOTAL			
1. Total above A through I to determine contractual amount. Transfer this amount to BUDGET SUMMARY, line A, column 6 (page 10).	\$	TOTAL UNIT COST	\$

**SECTION C
PROVIDER QUALIFICATIONS**

A. Background Information

Legal Name of Organization

Director of Organization (Name and title)

Main office address and phone number

Satellite Office (if applicable)

Name, Title, Phone Number(s) of individual(s) responsible for program operation and the person responsible for fiscal operations if different:

Program:

Fiscal:

Legal Status of Organization: Names and addresses of current Board of Directors. For Corporations, indicate the date that your incorporation was last renewed. (Attach copy of current articles of incorporation to this page. Label as 14a).

Geographic Area to be served under this proposal (list counties)

**SECTION C
PROVIDER QUALIFICATIONS
(CONTINUED)**

Brief History of Provider Organization

Length of time in operation

Number and types of past contracts

Results of previous experience (USE FOLLOWING FORM):

FORM FOR SPECIFYING PROVIDER'S EXPERIENCE DATA

Contract Title				
Contract Period	From:		To:	
Geographic Area Served				
Scope of Work (Service objectives to be provided, methodology employed, results of contract):				
References:	Title:			
	Address:			
	City:		State:	
	Telephone:			

**SECTION C
PROVIDER QUALIFICATIONS
(CONTINUED)**

Minority agency? Yes _____ No _____

A minority agency is one which is 51% owned and/or operated by minority persons. Women are considered minority persons for this definition.

Percent of minority persons on Board of Directors or of owners: _____

Percent of minority persons (by ethnicity) on staff: _____

B. Administration and Supervision

Describe employment policies, advertising, and hiring practices (attach Affirmative Action Plan). Submit Employment Policies Manual if you have one:

Briefly describe supervisory responsibilities and duties including:

Plan for staff evaluation and documentation. Submit a copy of staff evaluation and corrective action documentation. Note here if these documents are included in the Employment Policy Manual.

**SECTION C
PROVIDER QUALIFICATIONS
(CONTINUED)**

Describe background checks and drug testing policy. Note here if these documents are included in the Employment Policy Manual.

Describe Internal Monitoring Procedure for contractual obligations. If applicable, show time frames, staff involved, and documentation used in monitoring.

Attach organizational chart to this page (label as 17A) and list names and qualifications of staff on form on page 18.

**SECTION C
PROVIDER QUALIFICATIONS
(CONTINUED)**

FORM FOR SPECIFYING PROVIDER'S EXPERTISE DATA

Instructions: Final column, HOURS SPENT ON *Aging Ahead* PROGRAM/TOTAL HOURS, should show hours staff person spends per week on *Aging Ahead* program in upper left of the box, total hours worked per week in lower right. Copy this page if you need to list additional staff members. Mark additional pages 18a, 18b, etc., and insert them directly after this page.

STAFF MEMBER	BRIEF JOB DESCRIPTION	HOURLY PAY RATE	HOURS SPENT ON <i>Aging Ahead</i> PROGRAM/ TOTAL HOURS
NAME			
TITLE			
NAME			
TITLE			
NAME			
TITLE			
NAME			
TITLE			
NAME			
TITLE			

**SECTION D
QUALITY ASSURANCE**

Attach copies of ALL of the following items to this page:

- A. Statement of current insurance coverage of proposed services (label as 19a)
- B. Most recent fiscal and program audit (label as 19b)
- C. Drug Free Work Environment Policy (label as 19c)
- D. Plan to meet ADA requirements (label as 19d)
- E. Internal Monitoring Plan (label as 19e)

SECTION E
RESPONSE TO SPECIFICATION FOR SERVICES

Attach response to Part II: Specification for Services and Method of Bid instructions. Use this page as a cover sheet and insert in sequence.

SECTION F ASSURANCES

The undersigned provider, in submitting the foregoing proposal including all attachments and required amendments, hereby makes the following expressed warranties and representation to ***Aging Ahead***:

- a. The provider believes that the provider is legally qualified to be awarded the contract to which the subject qualifications relates under all applicable State and Federal statutes and regulations;
- b. The provider (through the provider's officers or agents) has received all information necessary in order to intelligently respond to the RFP to which this application relates;
- c. To the best of the knowledge and belief and based on all information in the possession of the provider at the time of these qualifications, nothing contained in either the RFP (or any exhibit thereto) or in the qualifications which are hereby made by the provider (including all exhibits thereto) violates any State or Federal statute or regulation;
- d. The provider has not requested any additional information or assistance from ***Aging Ahead*** which has been denied or which has not been furnished in sufficient time for the provider to submit this proposal in the manner desired by the undersigned provider. Furthermore, the provider believes that the offered possesses all information required to complete this application in the desired manner;
- e. The undersigned provider understands the manner by which the provider's qualifications will be judged and evaluated, and does not object to said method of evaluation or the method whereby any contract awarded in connection with the subject RFP will be so awarded (so long as such award conforms to the manner disclosed in the RFP);
- f. The provider has read and agrees that any contract awarded in response to these qualifications will be subject to all clauses contained in the "***Aging Ahead*** Service Provider Policies Manual" provided with the RFP;
- g. The understood provider has read and agrees that in the event this application is accepted by ***Aging Ahead***, that the provider will be bound by all pertinent State and Federal statutes and regulations and that this contract shall be deemed to include, wherever applicable, any pertinent State and Federal statute or regulation. In the event any contractual provision conflicts with any State or Federal statute or regulation, the pertinent provisions of said statutes or regulations shall govern.
- h. The provider has read and agrees to deliver services in compliance with the scope of service/service delivery system specified in the Request for Proposal Specifications if a contract is awarded.

**SECTION F
ASSURANCES
(CONTINUED)**

- i. The provider agrees to generate, expend, and report non-federal matching funds at a rate of fifteen (15) percent if a contract is awarded.
- j. The provider has read and completed in full the RFP and applicable attachments and agrees to the provisions contained therein if a contract is awarded.
- k. The provider has reviewed the proposal and, at its _____ (date) meeting, authorized its submission to *Aging Ahead*.
- l. The provider has authorized the following person to sign these assurances on its behalf.

NAME

TITLE

- m. If received, this award will be paid for in part with federal funds. If you become the contractor, you are considered to be a SUBRECIPIENT of federal assistance subject to federal audit requirements under Subpart F of the Uniform Guidance – Code of Federal Regulations. A SUBRECIPIENT that expends a total of \$750,000 or more in federal awards during its fiscal year is required to have a Single Audit or Program Specific audit, as applicable, conducted in accordance with Subpart F of the Uniform Guidance. The \$750,000 threshold includes federal awards from all sources plus program income (contributions). The audit shall cover the entire organization and be conducted at the expense of the SUBRECIPIENT within nine months after the end of the SUBRECIPIENT’S fiscal year. A copy of the audit report package, any management letter issued by the auditor, and the corrective action plan addressing all findings and questioned costs shall be submitted to the AGENCY within 30 days after the SUBRECIPIENT receives the audit report, or ten months after the end of the SUBRECIPIENT’S fiscal year, whichever occurs earlier. **The audit report is to segregate all funds reported on the monthly invoices to *Aging Ahead* and each fund type should reconcile with the respective totals reported to *Aging Ahead* for the SUBRECIPIENT’S fiscal year. This may be provided as a part of the audit report or may be a supplemental schedule certified to by the auditor.**
- n. Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction: acknowledge that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Sign and attach the debarment certification (page 23 a & b).
- o. Lobbying and Political Contributions: acknowledge and certify that contractor is currently in compliance with and shall continue to comply with, Title 31 of the United States Code, as amended, as well as all other applicable federal and state laws and regulations addressing lobbying and political contributions.

**SECTION F
ASSURANCES
(CONTINUED)**

- p. Reimbursements under this contract will be earned only when the services described within the RFP are provided to eligible recipients during the funding period, and the pro rata match requirement has been met. Receipt of funds either through advancement, reimbursement or participant contributions does not constitute earning of these funds. Funds may be subject to recapture by the agency.
- q. Violation or Breach of contract: all contracts other than those for small purchases are subject to administrative, contractual or legal remedies in instances where contractors violate or breach contract terms. Appropriate sanctions and legal remedies will be pursued by the area agency.
- r. Termination for Cause and Convenience: Contracts in excess of \$10,000 may be terminated within 30 days by either party following the notice of intention to terminate unless governed by the 10-year lease requirement for building improvements. No more than the cumulative monthly pro rata share of the contract may be expended in such a case of termination of contract including the month of termination.
- s. Equal Employment Opportunity: All federally funded construction contracts of contractors and services providers in excess of \$10,000 will be subject to compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented by Department of Labor regulations (41 CFR Part 60).
- t. Copeland "Anti-Kickback" Act: All federally funded contract and subgrants for construction or repair will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 5).
- u. Davis-Bacon Act: All federally funded construction endeavors of service providers in excess of \$2,000 will include comply with the Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- v. Contract Work Hours and Safety Standards Act: All federally funded construction endeavors of service providers in excess of \$2,000 and in excess of \$2,500 for other contracts involving employment of mechanics or labors, will comply with Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- w. Patents, Copyrights and Rights in Data: Patent rights with respect to any discovery or invention and any copyrights in data which arises or are developed in the course of or under such contract will be negotiated.

**SECTION F
ASSURANCES
(CONTINUED)**

- x. Access to Records: Access to any books, documents, papers and records which are directly pertinent to the contract with the Area Agency will be allowed to Area Agency, Division of Aging, any federal or state grantor agency, the Comptroller General of the United States, and/or any duly authorized representatives of the aforementioned agencies for the purpose of making audit, examination, excerpts, and transcriptions.
- y. Retention of Records: Contractors will retain all records directly pertinent to the contract with the Area Agency for a period of three years following the acceptance by the Area Agency's audit and all other pending matters are closed. Records are to be maintained for a period of no less than three years following final payment by the area agency and all other pending matters are closed.
- z. Clean Air Act/Clean Water Act/EPA Regulations: All contracts, subcontracts, and subgrants in excess of \$100,000 shall comply with all applicable standards, order, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857) (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR PART 15).
- aa. Audit Requirement: All service providers will comply with audit requirements as set forth in the Single Audit Act of 1996 and Subpart F of the Uniform Guidance. An estimate of federal funding will to be provided through the contract will be included in the proposal including Catalog of Federal Domestic Assistance (CFDA) number. Program income funds collected by the service provider are included in the determination of the level of federal funding.
- bb. AgingIS (formerly NAPIS) forms must be completed by those services identified as home-delivered meals, adult day care, in-home services, and congregate meals. More services may be added if regulations change. Providers will be notified if changes occur.
- cc: The provider will comply with the Older Americans Act, 45CFR Part 74, 45CFR 1321, various OMB circulars, Code of State Regulations and other applicable regulations which may be required by the Area Agency on Aging.
- dd: The provider understands that the aforementioned assurances may be subject to some modification and does not necessarily represent all assurances that may be required at the time of possible contract award.

**SECTION F
ASSURANCES
(CONTINUED)**

The provider attests that they have read and will abide by all aforementioned assurances.

_____	_____
Authorized Representative of Provider	Witness
_____	_____
Title	Title
_____	_____
Date	Date