



## **REQUEST FOR PROPOSALS**

**Contract Cycle: State Fiscal Years 2025-27; Renewable for SFYs 2027-29**

**Supportive Services (Title III-B)**

**Nutrition Services (Title III-C)**

**LTC Ombudsman & Elder Abuse Prevention (Title III-B & VII)**

### **SECTION VI: CONTRACTUAL AGREEMENT**

#### **CONTRACTING with AGENCY ON AGING AREA 4**

Successful RFP Applicants will enter into a contractual relationship with AAA4, becoming a Funded Partner of AAA4 that is bound by all the terms and conditions of the Contract Agreement. A full sample contract is attached. Key provisions include:

- a. Proposal Incorporated into the Contract Agreement: Selected proposals will be made part of the Contract Agreement; nevertheless, negotiations with the Applicant may occur prior to the execution of the Agreement.
- b. Agreement Negotiations: The need to renegotiate budgets, scopes and/or planned activities may arise from at least three types of circumstances. First, if an applicant is awarded a lesser amount than was requested, then renegotiations are triggered automatically. Second, between the time a proposal is written, and the time services begin, there may be significant changes in staffing, in the availability of resources, or in client needs. Third, AAA4 may recommend or require a revision to a proposal if one or more elements do not seem reasonable or appropriate. Whether a negotiation is recommended or required (in the form of a condition), standard practice is for AAA4 staff to work with the Applicant to arrive at a mutually acceptable adjustment to the original proposal which is then incorporated into the Contract Agreement.
- c. Subcontracts: As stated in Section III, Applicants may subcontract with one or more other organizations to perform day-to-day service functions. If such a relationship is stated or implied in the proposal, then a Letter(s) of Commitment must be submitted with the RFP Application, and explicit approval must be granted by AAA4 prior to the execution of a contract. Funded Partners shall assume full responsibility for fulfilling the terms and conditions of their contractual agreement with AAA4, regardless of any subcontract language that might be construed otherwise.
- d. Sanctions: A sanction may result if a Funded Partner fails to comply with the terms of the Contractual Agreement. Sanction actions may include probation, withholding of funds, suspension of funds, reduction of funds, and termination of the agreement.



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- e. SAM (System for Award Management) Registration: As AAA4 is technically a federal contractor, each of our Funded Partners shall be registered with SAM as a subcontractor of AAA4 receiving federal funding. If your organization is already registered with SAM, please be sure your registration is current. If your organization is not registered with SAM, you will be required to register if you become a Funded Partner as part of the contract process. SAM registration:
- Is valid for one year and may be renewed annually;
  - Requires a Unique Identification Number;
  - Offers the opportunity to register with Grants.gov to apply for federal funding, including FEMA contracts; and,
  - May be accessed at: <https://uscontractorregistration.com/sam-registration/>
- f. Insurance (or Self-Insurance) Requirements: All Funded Partners are required to have in place the following insurance or self-insurance, effective on the first day of the contract, or the first day services are provided, whichever occurs sooner:
- General Liability of not less than \$1,000,000 per occurrence, bodily injury and property damage combined;
  - Automobile Liability with limits of not less than \$1,000,000 per accident;
  - Workers' Compensation and Employer's Liability; and,
  - Errors and Omissions of not less than \$1,000,000 Combined single Limit per occurrence.

Such insurance or self-insurance must be maintained during the life of the contract at the Funded Partner's sole cost and expense and evidenced by Certificates of Insurance naming AAA4 as the certificate holder. For additional information see the Sample Contract, Article XV.