

West Central Texas Council of
Governments
3702 Loop 322
Abilene, TX 79605



AREA AGENCY ON AGING OF WEST CENTRAL TEXAS
REQUEST FOR VENDOR PROPOSAL

FOR THE

FY2017 AAA HOME DELIVERED MEALS PILOT PROJECT

Issued April 5, 2017

Due April 13, 2017

3:00 pm CDT

TABLE OF CONTENTS

I. Introduction.....	4
Overview.....	4
Purpose.....	5
Background Information	5
AAA Contact Person	5
II. RFP TIMELINE SCHEDULE	5
III. SUBMISSION INFORMATION.....	6
Submission Instructions.....	6
RFP Retrieval.....	6
Questions/Responses	7
Sealed Proposal Process	7
HUB Best Practices.....	8
IV. PROPOSAL OPENING	8
V. PROPOSAL INFORMATION	9
Home Delivered Meals	9
Proposal Requirements.....	9
VI. EVALUATION AWARD PROCESS	11
Review Process	11
Review Criteria for Proposal.....	12
Contract Award	13
Award Letter.....	14
VII. GENERAL PROVISIONS	14
VIII. ESSENTIAL CLAUSES AND CERTIFICATIONS	15
IX. PROPOSER ACKNOWLEDGEMENT & AFFIRMATION.....	19

ATTACHMENTS

ATTACHMENT A – CONFLICT of INTEREST (CIQ).....	20
ATTACHMENT B – CUSTOMER SERVICE CREED.....	21

OVERVIEW

The West Central Texas Council of Governments (WCTCOG) is a public entity made up of associated cities, counties and special governmental districts. The West Central Texas Area Agency on Aging (WCT-AAA), is a department of the WCTCOG and is a regional organization that plans, coordinates and delivers services for persons age 60 and over and their family caregivers. The WCTAAA serves residents of the following 19 counties of West Central Texas: Brown, Callahan, Coleman, Comanche, Eastland, Fisher, Haskell, Jones, Kent, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor and Throckmorton. Part of a national network created by the 1973 amendments to the Older Americans Act, it is one of 28 Area Agencies on Aging (AAA) in the State of Texas. Its primary funding source is the Texas Department of Aging and Disability Services (HHSC), which monitors the WCTAAA for compliance with the Older Americans Act, the Texas Administrative Code, and other governing documents.

SECTION I. GENERAL INFORMATION

WCTCOG is seeking proposals from qualified entities to provide Title III C Nutrition Services for home-delivered meals, to eligible seniors residing in the proposed designated counties. Proposers may submit proposals for providing services covered under this RFVP is inclusive of all of the 6 pilot project counties. Counties for the Pilot Project include Brown, Eastland, Nolan, Mitchell, Stephens, and Throckmorton only. This RFVP is issued under the authority of the Texas Government Code, Chapter 2254, Subchapter B, which delineates the statutory requirements governing invitations for proposals and request for offers by state Proposers. Previously submitted proposals will not be considered due to the amendments and clarifications of submission requirements for the Pilot Project.

AAA OVERVIEW

The WCT-AAA operates a year-round Senior Nutrition Program, which provides home-delivered meals to residents who are sixty (60) years of age or older within counties served by the WCT-AAA. Meals are delivered to homebound clients through sub-recipient contracts local governments and non-profit entities. Services are based on the Department of Health and Human Services Administration on Aging's vision to assist older individuals with services that will allow an independent life as long as possible. This vision is embodied in the Older Americans Act and is based on the American value that dignity is inherent to all individuals in our democratic society, and the belief that older people should have the opportunity to fully participate in all aspects of society and community life, can maintain their health and independence, and remain in their own homes and communities for as long as possible.

The WCT-AAA may elect to award more than one contract and does not intend to award a contract fully based on any response made to the proposal; AAA reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that Proposer whose proposal is deemed to best meet AAA's specifications and needs. It is the intention of the AAA to choose a provider(s) based on a plan that is the most advantageous to the West Central Texas region. The proposer will operate from the time the contract is let and will continue through September 30, 2017, with a contingency of extension base dupon pilot project specifications.

PURPOSE

The purpose of this RFP is to establish an Approved Vendor List for the AAA Home Delivered Meal Pilot Project for a drop ship meal service, within the designated counties of Brown, Eastland, Mitchell, Nolan, Stephens, and Throckmorton; to provide nutritious meals to senior populations residing in areas where traditional providers do not exist, or traditional providers are limited in capacity to meet the need. This pilot project will allow flexibility for the AAA enter an agreement with a provider to serve areas that currently are not served or under served, especially those very rural areas of the six chosen counties. Drop shipped meals can be provided up to five days per week, dependent on a formal assessment of the consumer’s needs. WCTCOG/AAA reserves the right to evaluate participating Proposer’s products and services as they compare to the other providers.

The needs of WCTCOG and WCT-AAA clients shall govern the amount and extent of services requested during the pilot project period.

QUESTIONS

All questions concerning this Request for Proposals must be received via email no later than Friday, April 7, 2017. Questions can be submitted to: mparker@westcentraltexas.org

WCTCOG will post questions and replies on the WCTCOG's website at <http://www.wctcog.org> without identifying who submitted the question.

PLEASE NOTE: Questions via telephone will not be accepted. Verbal communications for clarification are not allowed and will not be addressed, no exceptions. Failure to follow this directive may result in rejection of proposal. In addition, proposers who email questions will not receive a personal response to their question(s) but must retrieve question responses online which is to the benefit of all Proposers. Therefore, it is the sole responsibility of Proposers to review the WCTCOG website periodically for RFP responses to questions, RFP amendments or updates

SECTION II. RFP TIMELINE SCHEDULE (timelines are subject to change)

Request for Proposals (AVL REQUEST) Issued	April 5 2017
Questions due in writing via email	April 10, 2017
Proposals Due:	April 17, 2017 3:00 pm (CDT)
Evaluation of Proposals:	April 18, 2017
Anticipated Announcement of chosen Vendor.	April 21, 2017

SECTION III. SUBMISSION INFORMATION

SUBMISSION INSTRUCTIONS – Proposal responses must be received via email to Michelle Parker at mparker@westcentraltexas.org no later than 3:00 pm CDT April 17, 2017. Mailed or Physical copies of the proposal will not be accepted. Incomplete proposals will not be considered for review.

The WCTCOG reserves the right to reject late responses or incomplete proposals. Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFP, unless Proposers indicate a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Open Records Act after a contractor(s) have been announced. All information obtained during the course of this RFP will become the property of the WCTCOG.

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

1. Each proposal submitted must be completed via the fillable electronic RFP forms located at http://www.wctcog.org/wctcog/aaa_index.php#
2. Each proposal submitted must be completed in Times New Roman or Arial font, 11 point or higher.
3. Attachments of required or additional documents must be in .pdf format.
4. Proposers shall submit their proposal via email . The Subject line should include the following nomenclature:
HDM Pilot Project-FY17-RFP- (your organization's name)
5. It is the Proposer's sole responsibility to prepare, submit, and deliver via email with all required exhibits and materials to the designated email on or before the published submittal deadline.
6. WCTCOG will not bear liability for any costs incurred in the preparation and submission of proposals in response to this RFP.
7. RFP submission deadline *time* will be determined by the time of received email.
8. Proposers understand that failure to submit a proposal by designated deadline, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.
9. It is the Proposer's responsibility to ensure any addenda or additional materials pertinent to their proposal be included with the RFP submission. WCTCOG will not be held liable for missing addenda or materials. Addenda or materials will not be accepted past the RFP submission deadline date and time.

RFP RETRIEVAL:

The RFP document, RFP updates, and additional RFP information or amendments will be posted on the WCTCOG website and may be retrieved by going to: www.wctcog.org

If you experience problems obtaining this RFP, please request the RFP via email to Michelle Parker at: mparker@westcentraltexas.org.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

A proposal that is in the possession of WCTCOG may be modified or withdrawn by email bearing the signature of the person authorized for bidding, provided it is received prior to the submission deadline of April 17, 2017 at 3:00 pm (CDT). Modifications or withdrawals must be emailed to mparker@westcentraltexas.org.

PROPOSAL PROCESS: Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of WCTCOG will not answer questions or otherwise discuss the contents of the RFP with any potential contractor or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for conducting business *unrelated* to this proposal. Furthermore, WCTCOG reserves the right to a closed RFP process for proposal review/analysis and award recommendation procedures to the best interest of and best benefit to WCTCOG as well as ensure the best competitive edge for all parties, and in accordance to [Texas Local Government Code](#):

Sec. 252.049. CONFIDENTIALITY OF INFORMATION IN BIDS OR PROPOSALS. (a) Trade secrets and confidential information in competitive sealed bids are not open for public inspection. (b) If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

In addition, and in accordance to Government Code, Chapter 552. Public Information:

Sec. 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is excerpted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., ch. 1272, Sec. 7.01, eff. June 15, 2001.

HUB BEST PRACTICES

WCTCOG shall ensure that small, minority, disadvantaged, and women's businesses are considered as sources for acquisitions whenever possible by:

- choosing the HUB organization in the case of tie bids;
- soliciting these businesses whenever they are potential sources;
- when economically feasible, dividing total desired services into smaller components to permit maximum participation by these businesses;
- if the requirement permits, establishing delivery schedules that will encourage small, minority, disadvantaged, and women's businesses to participate; and
- using the services and assistance of the Small Business Administration or the Minority Business Development Agency, as needed.

Proposers are encouraged to make a good faith effort to consider HUBs when subcontracting. Some methods for locating HUBs include:

- utilizing the Texas Comptroller of Public Accounts website <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>;
- utilizing Web sites or other minority/women directory listings maintained by local Chambers of Commerce;
- advertising subcontract work in local minority publications; and/or contacting the contracting state agency for assistance in locating available HUBs.

SCOPE OF WORK/SERVICE DEFINITIONS

The successful entity shall agree to contract with WCTCOG to provide home delivered meals to eligible seniors in all of the six (6) pilot project counties. Home delivered meals shall be defined as:

HOME-DELIVERED MEAL: Hot, chilled, or frozen which provides a minimum of one-third (1/3) of the daily recommended dietary allowances (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to 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 a standard menu.
- 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 dietician (e.g., diabetic diet, renal diet, pureed diet, tube feeding).

For the purposes of this pilot project eligible individuals will only include homebound individuals age 60 and over. For specific program standards, please refer to Texas Administrative Code 85.302. By submitting a proposal for Home-Delivered Meals, the proposing entity certifies that it is capable of meeting the service standards contained therein.

UNIT OF HOME-DELIVERED MEAL SERVICE: One meal

CONSUMERS

Services must be available to all eligible persons age 60 and over who live in one of the six (6) chosen pilot project counties of Brown, Eastland, Mitchell, Nolan, Stephens, or Throckmorton. Priority should be given to 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 risk of institutional placement, those residing in rural areas outside a city limit.

PERIOD OF PERFORMANCE

Contracts awarded for all programs included in this RFP may begin as soon as April 20, 2017 and terminate on September 30, 2017, subject to an extension as determined by HHSC pilot project guidelines.

SECTION V. PROPOSAL INFORMATION AND REQUIREMENTS

PROPOSAL INFORMATION

HHSC Home Delivered Meals Pilot Assumptions

The completion of rule promulgation for 40 Texas Administrative Code (TAC), Chapters 55 and 85, which may create an alternate method of delivery specific for unserved areas of the state, is targeted for a September 1, 2018 effective date. Prior to publishing the proposed rule in the Texas Register, the Health and Human Services Commission (HHSC) will implement a pilot program which provides flexibility for delivery of home delivered meals intended to address unmet need and analyze its outcomes. The pilot will operate within a AAA's current allocation of Federal Nutrition Services funding received in 2017.

The pilot will include Area Agencies on Aging (AAA) approved by the HHSC Office of Area Agencies on Aging to use alternative options for meal provision in areas where:

- traditional providers do not exist; or
- traditional providers are limited in capacity to meet the need.

Each approved AAA will contract with the nutrition provider of its choice to offer services under this pilot. Meals will be hot, chilled, or frozen and will be delivered at a cost not to exceed \$6.12 per meal. There is no specific service delivery window of time. Common providers participating in the pilot can receive up to \$6.12 for each meal delivered in the AAA's service delivery area specifically approved for this pilot.

The pilot will begin no later than 4/01/2017 and end on 9/30/2017, with a possible extension during a designated transitional period. The HHSC Office of Area Agencies on Aging will evaluate the pilot outcomes by 10/31/2017.

HHSC PROPOSAL REQUIREMENTS

A. State's Responsibilities

- Develop AAA application to participate in the pilot project.
- Select AAA pilot participants.
- Post AAA pilot participant selection on HHSC's website through an alert to notify the universe of potential nutrition providers of the pilot, provide AAA contact information, and provide a deadline for AAA procurement activities.
- Develop a standard Recipient Outcome Survey and designate the point in time the survey will be conducted.
- Determine if immediate changes are needed to remedy an egregious problem with the provision of nutrition services through the pilot.
- Perform pilot analysis following a 7-month implementation period to determine the feasibility of the service delivery model and inform the rule promulgation for 40 TAC, Chapters 55 and 85 (HDM project #16R08).
- Ensure implementation of the transition plan following the completion of the pilot on 9/30/17. Continuation of the service delivery model will be determined by the results of the pilot project, participant's feedback, and funds available.

B. AAA Responsibilities

- Define the service areas for pilot participation and ensure the designated service areas remain unchanged for the duration of the pilot. Service areas are designated by city or by county.
- Identify pilot participants considered to have unmet nutrition needs due to a lack of available providers in their area.
- Ensure current service levels to people in the AAA region are maintained for cities or counties not included in the pilot.
- Based on the AAA's service delivery design for the pilot, develop written processes to delineate the role of all parties involved in the pilot to:
 - Annually provide nutrition education to all home delivered meals pilot participants.
 - Conduct an in-home visit with the participant to complete an initial home delivered meals pilot intake, conduct the "Nutrition Risk Assessment" and conduct the Consumer Needs Evaluation to determine eligibility based on the AAA's pilot design.
 - Conduct an in-home assessment of a participant's ability to receive, store, prepare and handle hot, chilled, or frozen pre-packaged meals and maintain a copy of the assessment in the participant's file.
 - Annually conduct an in-home visit with the participant to update the home delivered meals pilot intake, "Nutrition Risk Assessment" and "Consumer Needs Evaluation" and continue to assess the participant's ability to receive, store, prepare and handle hot, chilled, or frozen pre-packaged meals and document this assessment in the participant's file.
 - Document on the home delivered meals pilot intake the person receiving the meal is a participant of the pilot and has been provided information about the pilot.
 - Inform participants of the Older Americans Act contribution policy; the process must include a description of how the participant is made aware of this requirement initially, and how often participants are reminded of their right to make a voluntary contribution.
 - Track program income for pilot participants and record program income received and expended in the agency's accounting records for reporting to the Health and Human Services Commission.
 - Ensure contact is made with each participant twice per week for the purpose of determining receipt of meals and general satisfaction with meals. Contact with a delivery courier does not count as one of the two contacts required per week. Contacts can include text, email or phone call, based upon the preference of the consumer as documented in the home delivered meals pilot intake.
- Authorize home delivered meals to a participant prior to initiation of service.
- Maintain a method to ensure payment is made to a provider only for meals authorized by the AAA prior to initiation of service.
- Develop policy for action to be taken when notified by a provider of a delivery attempt for which the pilot participant is non-responsive.
- Respond promptly to comments and concerns of pilot participants receiving the meals and document results in a comment log specific to the pilot.
- Include the comment log with the monthly pilot payment request to the HHSC Office of Area Agencies on Aging.
- Develop policy to ensure delivery personnel or volunteers are aware of the training requirements in [40 TAC §85.302\(o\)](#).

- For individuals who have been receiving meals through the pilot, develop a transition plan for continued service delivery extending after the completion of the pilot on 9/30/17. Assuming there is sufficient satisfaction from pilot participants in the pilot service delivery model, the participants will continue to receive alternate meals throughout the transition period until the AAA is able to procure a nutrition provider through its normal contracting process.

C. Contractor Responsibilities

- Provide orientation training to delivery personnel or volunteers based on 40 TAC [§85.302\(o\) \(1\)](#).
- Deliver a shipment of meals at a minimum of once per week to each pilot participant.
- Deliver meals to a participant only after the service is authorized.
- Deliver meals to all participants in the pilot area as authorized by the AAA. The contractor will ensure the participant received the meals in accordance with the AAA policy.
- Deliver only meals meeting the dietary requirements in 40 TAC [§85.302\(h\)](#).
- If a pilot participant is non-responsive to attempted deliveries from the contractor, notify the AAA in accordance with AAA policy.
- Provide a separate monthly invoice (calendar month) for all meals provided for each AAA in compliance with the AAA procedures for requesting reimbursement of meals.
- Respond promptly to concerns of participants related to meals.

CI. Proposal Terms

1. RENEWAL - Renewal of any contract because of this RFP will be determined annually by satisfactory performance by successful proposer; and if both parties agree, the contractual agreement may be renewed in one year increments.
2. PAYMENT – Payment terms are Net 30 upon receipt of invoice. All contracts negotiated because of this RFP will be cost reimbursement. A cost reimbursement contract is a contract format wherein all allowable costs detailed in the budget attached to the executed contract are reimbursed. Contractors are required to maintain documentation, which substantiates the expenditures for their invoice to be paid. The proposer shall have the fiscal capability to wait for their reimbursement of funds.
3. COMPLIANCE - Proposer must agree to comply with WCTCOG's fiscal policies. WCTCOG will consider comparable policies, if the policies meet grant requirements and are approved as a part of the initial contract negotiation.

SECTION VI. SELECTION PROCESS

A. Review Process

1. Each proposal will be reviewed by the WCTCOG staff for responsiveness to the RFP and reasonableness of unit costs, program design and proven record of effective meal delivery service.

WCTCOG reserves the right to make a site visit to review facilities or to validate the financial portions of the proposal by reviewing any and all of the proposer's current financial records.

Summary information of each proposal will be presented to the Citizens Advisory Committee (CAC) for review and comment.

Based on WCTCOG and AAA staff reviews, recommendations will be submitted to the WCTCOG Executive Director for final approval of a proposer recommended to be added to the Approved Vendor List (APL)

2. Proposal Presentation

Proposers may be invited to make oral presentations of proposals.

If the AAC rates two or more proposals for the same service, functions or service area as substantially equal, negotiations with the proposing organizations may be held to establish cost or technical differences. Proposals subjected to such negotiations will be re-evaluated. Staff of the AAA will conduct all negotiations.

B. Review Criteria for Proposals

1. Responsiveness to RFP (Weight = 30%)

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 AAA will consider such things as:

- a. Were all questions answered?
- b. Were responses complete?
- c. Were responses consistent throughout the proposal?
- d. Were all forms and documents submitted?
- e. Were directions followed?

2. Potential Program Effectiveness (Weight - 40%)

The proposal will be rated in terms of the potential it demonstrates for providing effective and timely services. In evaluating proposals, the AAA will consider the following criteria:

- a. Are proposed services targeted to meet the federal and state guidelines for the Senior Nutrition Programs?
- b. Does the proposal include appropriate quality assurances and a process improvement plan?
- c. Does the proposal include a personnel orientation and training plan?
- d. The proposal will be rated on the overall costs effectiveness and efficiencies of the proposed program.
 - i. Are rates consistent with those of other agencies that are providing similar services?
 - ii. Are unit rates realistic?
 - iii. Is the unit rate less than or equal to \$6.12 per unit?

3. Administrative Capability (Weight = 30%)

Does the proposal reflect that the proposing agency can administer these programs in an effective, efficient, and fiscally responsible manner?

- a. Is the organization fiscally sound?
- b. Does the Proposer's application narrative adequately describe how it will assure and maintain a cash reserve sufficient to cover operating expenses for a minimum of 90 days
- c. How will the in-kind and/or cash match requirement be met?
- d. Does the Proposer assure that required data collection and retention responsibilities will be adhered to per the HHSC Data Use Agreement?

C. CONTRACTOR/VENDOR AGREEMENT

Based on proposals received in response to this RFP, authorized units are contingent upon the WCT-AAA receiving adequate Title III funds from the Texas Department of Health and Human Services. The WCT-AAA also reserves the right to award a contract without further negotiations of proposal content or budget. The WCTCOG also reserves the right to issue multi-year agreements. Therefore, proposals must be complete and technically correct at the time of submission. This RFP does not obligate the WCTCOG or the Area Agency on Aging to award a contract or to procure or contract for services or supplies. The WCTCOG and Area Agency on Aging reserves the right to reject any or all proposals received in response to this RFP.

1. Procedures for Review and Evaluation of responses to RFP

- a. The WCTCOG staff reviews responses and evaluates proposals.
- b. The WCTCOG staff presents a summary and recommendations to the WCTCOG Executive Director.
- c. The WCTCOG Executive Director approves contractors.
- d. The WCTCOG Executive Director executes contract(s).

2. Award Procedure

- a. The award of any contract based on proposals received in response to this RFP is contingent upon the AAA Title III and NSIP funds from the HHSC.

The AAA reserves the right to award a contract without further negotiation of proposal content or budget; therefore, proposals must be complete and technically accurate at the time of submittal. This RFP does not obligate the AAA to award a contract or to procure a contract for services or supplies.

The AAA reserves the right to reject any or all proposals received in response to this RFP. Any costs incurred by the proposer prior to the commencement date of a contract may not be paid for with contract funds, and these costs will not be reimbursed by the AAA.

The AAA may require the selected proposers to participate in negotiations and submit any price, technical or other revisions as may result from negotiations.

- b. Availability of Funds: Contracts will be awarded in unit amounts not to exceed the rate determined by the Pilot Project of \$6.12 per meal.
- c. De-obligation of Funds: Funding is subject to HHSC's pilot project criteria and may change or be reduced if the AAA does not receive adequate funding from any proposed funding source or if the proposer fails to perform as set forth in Contract Agreement.

Changes in state and/or federal legislation may result in a requirement to renegotiate contracts at any time (before or during the contract period).

D. Award Letter

A provisional letter of selection will be issued by the WCTCOG Executive Director once recommendations are considered and approved. Negotiations for revisions to the scope of the program to be provided are also initiated through this letter.

SECTION VII. GENERAL PROVISIONS

- A. WCTCOG reserves the right to accept or reject any and/or all proposals or to cancel this notice at any time. WCTCOG reserves the right to award more than one contract for the pilot project.
- B. WCTCOG reserves the right for any contract resulting from the RFP to be contingent upon the continued availability of funding.
- C. WCTCOG reserves the right to require oral presentations by any or all firms. In the event of oral presentations, a second matrix will be developed based on the selection criteria.
- D. A response to this RFP does not commit WCTCOG to a purchase agreement, or to pay any costs incurred in the preparation of such response. WCTCOG reserves the right to negotiate the final terms of any and all agreements with proposers selected; and such agreements negotiated as a result of this request may be renegotiated and/or amended in order to successfully meet the WCTCOG's needs.
- E. WCTCOG may make a contractor selection without oral presentation and or discussion with firms after RFP responses are received. Therefore, RFP responses should be submitted on the most favorable terms.
- F. WCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. WCTCOG will provide notification of such changes to all bidders recorded in the official record as having received or requested an RFP.
- G. WCTCOG 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
- H. No employee, officer or agent of WCTCOG shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, exists.

- I. Drug Free Workplace: Proposers will assure that they are in compliance with federal and state requirements to operate in a drug-free environment.
- J. WCTCOG reserves the right to request additional information and/or to meet with representatives from responding Proposers to discuss points in the RFP before and after submission, all of which may be used in forming a recommendation for contract and/or negotiation of a contractual agreement.
- K. If only one or no proposal is received by 'submission date' , the WCTCOG reserves the right to accept, reject, re-solicit, accept and or extend the RFP.
- L. WCTCOG reserves the right to extend beyond the original pilot project period if agreed upon in writing by both parties.
- M. WCTCOG reserves the right to accept, reject or negotiate proposals received, and to select the proposal(s)it considers to be in the best interest of the pilot project based upon the requirements and descriptions outlined in this RFP; as well as, to vary or waive any provisions set forth in this RFP in the best interests of WCTCOG.
- N. WCTCOG reserves the right to negotiate the final terms of any potential agreement or contract because of this RFP, to include but not limited to, the inclusion of the RFP and submitted proposal, and any essential clauses or certifications in this RFP. Proposal must have an authenticated, digital signature of the person having the authority to bind the organization to a contract or it may be rejected for non-compliance.
- O. WCTCOG reserves the right to claim ownership of any proposal submitted in response to this RFP to be the property of WCTCOG, and is not obligated to return proposal responses, binders or exhibits to Proposers. Proposer should not include proprietary information or trade secrets. Information submitted may be subject to disclosure under the Texas Open Records Act, it will be the responsibility of the Proposer to seek an exemption from disclosure and file any necessary documents with the Attorney General.
- P. WCTCOG reserves the right to contact any individual, agency, or employer listed in a Proposer submission, and any others who may have experience and/or knowledge of the potential proposer's relevant performance/qualifications. WCTCOG also reserves the right to negotiate the final terms of any agreement or contract with the proposer.
- Q. WCTCOG reserves the right to make such additional investigations, as it deems necessary to establish the competence and financial stability of any potential proposer submitting a proposal.
- R. For purposes of satisfying requirements of the Texas Professional Services Procurement Act, this RFP is designed to anticipate responses from professional proponents who may be otherwise be covered by the Act.
- S. A response to this RFP does not commit or obligate WCTCOG to award a contract nor to pay for any other costs incurred prior to the execution of a formal contract.

T. Contracts will be awarded in amounts as determined appropriate for the number of participants in the six (6) pilot project service areas. The amounts are subject to funding by HHSC and may vary depending on the availability of state and federal funds. Potential Contractor/vendors must provide a 10% cash or in-kind match for funds received through any contract with the WCTCOG. Potential Contractor/vendors are encouraged to maintain at least 90 days of operating revenue.

U. Conflict of interest is a serious issue. Proposers may not hire WCTCOG management or support staff that were involved in the evaluation and/or selection process under this proposal. Proposers must sign and submit Conflict of Interest form.

V. Proposals not selected for funding may be appealed only with respect to any fault or violation of law or regulation regarding the review process. Appeals must be filed within ten calendar days of the final ETCOG action, at the address identified above.

W. All programs and employers under the auspices of WCTCOG follow EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

X. Successful Proposers agree to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful Proposers and providing that the amount by reason of services limits of not less than the following sums:

1. For damages arising out of bodily injury to or death of one person in any one accident-ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
2. For damages arising out of bodily injury to or death of two or more persons in any one accident - THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
3. For any injury to or destruction of property in any one accident -ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
4. For general liability coverage, with the WCTCOG named as beneficiary, FIVE HUNDRED THOUSAND AND NO /100(\$500,000.00) DOLLARS.
5. Successful Proposers shall carry in full force Workers' Compensation Insurance Policy(ies), as required by law. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Proposer to the WCTCOG.
6. Insurance is to be placed with insurers having a Best rating of no less than A. The Proposers shall furnish the WCTCOG with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of any contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposers shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the WCTCOG has the right to pursue other remedies permitted by law or in equity. The WCTCOG agrees to provide Proposers with reasonable and timely notice of any claim, demand, or cause of action made or brought against the WCTCOG arising out of or related to utilization of the property. Proposers shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The WCTCOG agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

WCTCOG shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

Y. At all times during the term of a contract with WCTCOG, Contractor/vendor covenants and agrees to indemnify and hold harmless and defend WCTCOG, 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 contractor/vendor, its officers, agents, servants, employees, or contractor/vendors. The Contractor/vendor 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 contractor/vendor, its officers, agents, servants, employees, or contractor/vendors to the extent permitted by law.

Z. Confidential or proprietary information of Proposers will not be disclosed to the Proposer's competitors. The Proposers 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.

All contracts awarded by WCTCOG are subject to the provisions listed below:

1. The Contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, age or disability. The Contractor/vendor will take action to ensure that employees or applicants for employment are treated fairly during employment or the application process, regardless of race, color, sex, religion, national origin, age, or disability. The Contractor/vendor agrees to post in conspicuous places available to employees and applicants employment notices (provided by an appropriate Agency) of federal government Equal Opportunity/Non-Discrimination provisions.
2. The Contractor/vendor will state, in all solicitations or advertisements for employment (by or on behalf of the Contractor/vendor), that all qualified applicants will receive consideration for employment regardless of race, color, sex, religion, national origin, age, or disability.

SECTION VIII. ESSENTIAL CLAUSES AND CERTIFICATIONS

The following forms must be completed, signed, and included with Proposer's RFP: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax, and Proposer must also be in full agreement and compliance of general essential clauses. **Failure to return any pages requiring Proposer signature will cause proposal to be null and void.**

Funding

WCTCOG is a governmental entity and therefore Contractor understands and agrees that any contract resulting from the RFP to be contingent upon the continued availability and receipt of sufficient funding subject to any changes in legislation, regulations, or policies promulgated by State and Federal funding sources. Therefore, in the event funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, Contractor understands and agrees that WCTCOG shall not be bound by the terms of this contract and further understands and agrees contract may terminate without any further obligation or liability.

Equal Opportunity

WCTCOG is an equal opportunity employer. Contractor represents and warrants that it shall not discriminate against any person based on race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

Antitrust

Neither Proposer nor firm, corporation, partnership, or institution represented by Proposer or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this REQ either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

Conflict of Interest Questionnaire

Chapter 176 of the Texas Local Government Code requires proposers and consultants contracting or seeking to contract with WCTCOG to file a Conflict of Interest Questionnaire. The CIQ must be completed and filed with the bid/quote response if an employment or business relationship defined in the law exists.

Abandonment or Default

If the successful Proposer defaults on a contract resulting from this RFP, WCTCOG reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting Proposer will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Termination and/or Contract End

If the successful proposer, at any time, elects to terminate any contract or agreement resulting from this RFP, the intent to cease service must be done so with a 90-day written notice to AAA and with the understanding that said termination of service provision shall not cease until another senior nutrition service provider is in place and operating.

Buy Texas

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

Limitation on Authority; No Other Obligations

Successful Proposer shall have no authority to act for or on behalf of WCTCOG except as expressly provided for in a contract or agreement resulting from this RFP; no other authority, power, or use is granted or implied. Successful Proposer may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of WCTCOG.

Liability for Taxes

Successful Proposer represents and warrants that it shall pay all taxes or similar amounts from any contract or agreement resulting from this RFP, including, but not limited to, any federal, State, or local income, sales, or excise taxes of successful Proposer or its employees. WCTCOG shall not be held liable for any taxes resulting from the successful Proposer executing the performance of any contract or agreement.

Force Majeure

Neither Proposer nor WCTCOG shall be liable to the other for any delay in, or failure of performance, of any requirement included in a contract resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business of the existence of such force majeure, or otherwise waive this right as a defense.

SECTION IX. PROPOSER ACKNOWLEDEMENT & AFFIRMATION

Acknowledgement of Essential Clauses and Certifications - The *Essential Clauses* and *Certifications* are a required material representation of fact upon which reliance is placed when entering into any contract or agreement as a result of this RFP. The return of these required documents signed with original signatures by an authorized representative of Proposer are prerequisites for finalizing the award and must be returned with the proposal. Failure to do so will deem Proposers proposal null and void.

Where the undersigned Proposer is unable to certify to any of the statements above, a valid and just explanation **must** be attached or proposal will be rejected.

AFFIRMATION - The undersigned certifies that the indicated statements and/or essential clauses are true and correct and understands that making a false statement or proclamation of compliance is a material breach of the award and is grounds for award cancellation.

Therefore, the undersigned additionally hereby certifies and warrants that he/she has been fully authorized to execute this proposal on behalf of the firm and to legally bind the firm to all the terms, performances, and provisions as herein set forth.

Signature

Date

Typed Name and Title of Authorized Representative