REQUEST FOR PROPOSAL: RFP# AA-ASNMPP22R
AAA Senior Nutrition Meals Program
Providers 2022 RFP

David A. Cleveland, Executive Director, ETCOG
Colleen Halliburton, Director of Area Agency on Aging

RFP TIMELINE SCHEDULE (dates/times subject to change)
Bid Released Tuesday, June 14, 2022
Questions Due Tuesday, June 21, 2022
Staff Responses Post Monday, June 27, 2022
Bid Due Tuesday, July 19, 2022 11:00 A.M. (CDT)

All programs and employers under the auspices of ETCOG is in compliance with EO (29 CFR 38.25).

GENERAL INFORMATION

East Texas Council of Governments (ETCOG)
ETCOG was organized under state law for orderly planning and development of the East Texas Region. Currently, ETCOG serves a 14-county area including Camp, Gregg, Harrison, Henderson, Marion, Panola, Rains, Smith, Upshur, Van Zandt and Wood Counties and its member Governments are comprised of counties, cities, school districts and special purpose districts. The ETCOG is designated as the Area Agency on Aging (AAA) under contract with the Health and Human Services Commission (HHSC) and operates a year-round Senior Nutrition Program, which provides daily nutritious hot or frozen lunchtime home-delivered meals and congregate meals (dining locations for meals, socialization, and public education) to residents who are sixty (60) years of age or older, spouses/caregivers in East Texas.

Area Agency on Aging (AAA)
The Area Agency on Aging of East Texas (AAA) is an organizational and operational division of the ETCOG and authorized to provide services to the senior population and recipients of Medicare of the fourteen (14) counties in the East Texas region. The AAA actively works to improve the quality of life of the region’s senior population, those sixty (60) and above and to Medicare/Medicaid recipients needing benefits counseling. This is accomplished through the various programs operated through the agency which include nutrition; information, referral, and assistance; ombudsman; case management and advocacy; benefits counseling; residential repair; and respite in-home and out-of-home services; transportation, and caregiver support. The AAA’s primary focus is to help the elderly maintain their health and independence and remain in their homes and communities with dignity and respect for as long as possible.

The Older Americans Act (OAA), as amended, provides funds for nutrition services for persons sixty (60) years of age and older. Hot, nutritious meals provided, at a congregate site, five days a week, except with an approved waiver from the Health and Human Services Commission (HHSC), and with home-delivered meals available to those who are not physically able to attend the meal site. Congregate meals are funded under provisions of the OAA, Title III, Section C.1. Home-delivered meals are funded under the OAA, Title III, Section C.2, Title XIX of the Social Security Waiver and Title XX of the Social Security Act. OAA funds are administered at the federal level by the U.S. Department of Health and Human Service’s Administration...
for Community Living (ACL) and at the state level by the Texas Health and Human Services Commissions (HHSC). HHSC distributes OAA funds to the 28 Texas AAAs based on an intrastate formula.

PURPOSE

The ETCOG is seeking proposals from qualified organizations to serve as sub-recipients for the AAA Senior Nutrition Program to provide community based congregate and home delivered meals to qualified older adults aged 60 and above who reside within our 14-county East Texas Region. For the purpose of this RFP, these sub-recipients will operate the Senior Nutrition Program on a ‘day to day’ basis as negotiated with the AAA within the assigned counties in the East Texas Region.

ETCOG/AAA reserves the right to evaluate participating proposer’s products and services as they compare to other providers.

The AAA may elect to award more than one contract per service area for the delivery of hot lunchtime meals, frozen meals and/or suppliers of products. The AAA does not intend to award a contract fully on the basis of 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 the Proposer(s) whose proposal is/are deemed to best meet AAA's specifications and needs.

PROPOSAL INFORMATION AND REQUIREMENTS

PROPOSAL INFORMATION

Eligible individuals for the nutrition program are limited to those age 60 and over and their spouses/caregivers at least eighteen (18) years or older. Caregivers and other potentially eligible consumers under the age of 60 must be referred to the program staff at Area Agency on Aging of East Texas for potential services.

Note: The needs of ETCOG/AAA and clients shall govern the amount and extent of services requested by ETCOG/AAA during the contract.

As you review the primary components of the Senior Nutrition Program below, it is important to note the ETCOG/AAA staff will provide thorough training and start up support on all Senior Nutrition Program components. After the initial training and “onboarding” process is complete, AAA staff will remain accessible to all providers to help address any service or program concerns that may develop and to ensure providers have the technical support they need to successfully administer the Senior Nutrition Program in their assigned counties.

A. Contractor Responsibilities
   The three (3) Contractor ‘Primary’ components are:

   COMPONENT 1 – ADMINISTRATION

   Minimum Record Keeping Requirements:

   The Statewide data system must be used to gather and maintain a variety of information on the consumers receiving services. This confidential information is maintained for individual consumers and can be useful when advocating for the needs of the consumers and designing a responsive and effective service delivery system. HHSC requires that a standardized consumer intake form and
assessments must be completed on each consumer to create a database to be used in monthly reporting of:

- Total number of units of service (meals) delivered monthly.
- Unduplicated number of persons who received service.
- Requests for reimbursement.

**Required Data Collection:**

a. **Client Intake** is the initial demographic (name, age, ethnicity, address, county economic need) information gathering on client to determine eligibility.

b. **Client Assessments**
   - **Nutritional Risk Assessment (NRA)** is required for all Title III eligible clients receiving a meal as established in Texas Administrative Code, Title 26 Part 1, Chapter 213, Rule 213.203, Nutrition Service Requirements. If an NRA is not completed the unit/meal cannot be included in reporting for eligible meal.
   - **Consumer Needs Evaluation (CNE)** is required for each Title III eligible client who receives an in-home service (Home-Delivered Meal) as established in Texas Administrative Code, Title 26 Part 1, Chapter 213 Rule 213.203 Nutrition Service Requirements.
   - **The Client Rights and Responsibilities (CRR)** must be completed on every client and the form must be the standard CRR released by HHSC. It must be completed correctly and include all required dates and signatures.

c. **Confidentiality** - Information collected concerning a consumer is confidential and cannot be revealed without written consent of the consumer. Consumer records are confidential and will be maintained in a locked and secured area.

d. **Nutrition Education** - Nutrition education must be developed and approved by a licensed dietician and provided annually to clients (the Area Agency on Aging can refer Registered Dietician Services for Senior Nutrition Program Providers if needed).

e. **Reporting Requirements - Monthly Request for Reimbursement** - The request for reimbursement shall reflect the actual number of units served for the billing period (previous calendar month), the actual program income, and local funds generated along with the number of units for the billing period for each consumer.

f. **Record Retention** – Maintaining all records for a minimum of seven (7) years in a central location.

g. **Report Abuse** – Proposers must report suspected cases of abuse, neglect, and exploitation of seniors to the Texas Department of Family and Protective Services.

h. **Privacy Breach** – Proposers shall report all breaches regarding client confidentiality to the Area Agency on Aging immediately, i.e., client files not being locked in a secured location, disclosing client personal information, and breach in Data Use Agreement.

i. **Client Satisfaction Surveys**—Proposers shall distribute client satisfaction surveys annually to participants in the Congregate and Home Delivered meal programs.
Fiscal Operations:

A description of the organization’s policies and procedures related to contracting, billing, payment, and financial record-keeping.

Budget Plans

1. Budget Narrative: The budget narrative (1-3 pages) should describe how the proposer will leverage Title III funds, including the names of other sources and community organizations providing matching in-kind and/or cash funds. Provide the name and title of the individual who prepares the budget.

The following funding levels contained in this Request for Proposal are approximate (based on prior history) and are contingent upon receiving sufficient funds from the Texas Health and Human Services Commission. These amounts do not include any carryover funds from previous years or any Nutrition Services Incentive Program (NSIP) funding. NOTE: Home-delivered meal rates are currently capped at $5.31/meal.

<table>
<thead>
<tr>
<th>Service</th>
<th>Total Funding</th>
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<tbody>
<tr>
<td>Congregate Meals</td>
<td></td>
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<tr>
<td>Home Delivered Meals</td>
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2. Budget Forms

The proposal budget (use budget forms provided) should contain all resources required to provide services to qualified persons. The budget should be written on the basis of actual requirements to operate the program in the service delivery area(s) encompassed by the overall proposal. All financial information must be based upon the accrual method of accounting. This method of accounting requires that expenses be reported in the period they incurred, regardless of when they are paid.

The budget will include all Title III C-1 and C-2, program income, and the minimum required 10% match or the minimum required 25% match for Title III-E funds.

a. Title III C-1 and C-2 Funding: Matching funds for must be at least 10% of total cost. The amount of match required may be obtained by multiplying the federal amount by .10 For example:
   - $25,000 Federal Funds multiplied by .10 = $2,500
   - $25,000 + $2,500 = $25,500
   - $2,500 = 10% required match.

b. Title III-E Funding: Matching funds for must be at least 25% of total cost. The amount of match required may be obtained by multiplying the federal amount by .25 For example:
   - $25,000 Federal Funds multiplied by .25 = $6,250
   - $25,000 + $6,250 = $31,250
   - $6,250 = 25% required match.

b. Program Income is cash donations received from participants as a direct result of a funded service being provided, such as donations for meals. Program income must be spent within one month from the time received on allowable or budgeted program costs in the program where funds were received.
c. In-kind resources represent the value of non-cash/service contributions provided to the proposer.

To be claimed, the value must be:

- identified in program records,
- necessary to the achievement of program objectives,
- fair and reasonable,
- proportionate to the time the resource was available for use,
- claimed only after the resource was actually used, and not included as contributions by any other federally assisted program.

Commonly claimed in-kind resources include:

- value of the use of property used to provide services to the elderly, and
- value attributable to the services of volunteers.

3. Unit Costs – Cost associated with providing the meal

The unit rate is derived by dividing total expenses for each type of service by the total number of units for that service. The funding requested for each type of service is derived by multiplying the federal and state-funded units by the unit rate for that service. Participant assessment may be calculated separately or incorporated into the home-delivered meal calculation. If participant assessment is included in the home-delivered meal calculations, leave the participant assessment sections blank. Complete the following table for each type of service for the fiscal year 2023. Provide a projection for fiscal year 2024 based on the projected service units for that year. Refer to ‘Appendix III, IV, and V’ (attached), of instructions for suggested units for each county. Semi-annual home-delivered meal participant assessments are reimbursable.

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>Locally Funded Units</th>
<th>Fed. &amp; State Funded Units</th>
<th>Unit Rate</th>
<th>Funds Requested</th>
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<tr>
<td>C-1, Congregate Meals</td>
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<td>C-2, Home-Delivered Meals</td>
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<td>C-2, Participant Assessment</td>
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<td>TOTALS</td>
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Provide a concise explanation of the organization's business operations. Items 3.a, 3.b, 3.c, and 3.d are self-explanatory.

a. Provide the unit rate and funds requested for each proposed year, based on the units of service for that year, as calculated using the methodology described under item C.

b. Unit rates will not be adjusted to offset poor management planning, which includes hiring additional employees, increase in salaries, supplies, and other costs. Unit rates will not be adjusted because service unit counts have dropped.
c. Adjustment to unit rate reimbursement will be considered only in instances where the proposer suffers operating losses due to events where they have no control (i.e., reasonable count not anticipated, and adjustment in the state rate).

d. A unit rate service is “at risk” (“At risk” means the proposer is responsible for delivering service units at the unit rate negotiated with AAA) if the cost per unit rate increases during the terms of this agreement. The proposer will be responsible for identifying resources other than those funded by ETCOG/AAA to cover the difference.

Allowable and unallowable costs, both direct and indirect, are defined in CFR 200 Part 225 and Part 230. When an expense is classified as unallowable, the classification means the expense will not be included in the per meal unit rate determination. The classification does not mean that individual contracted providers may not make the expenditure. Follow the guidelines of Reasonable and Necessary Costs.

Program Integrity
Describe how the organization will assure proper allocation or funds and accountability of those funds.

Match Requirements
A proposer is to use its allocation of Title III funds to pay 90 percent of the costs of providing services. At least ten percent of the costs must be provided by the proposer for each service. Proposers may provide more than a 10 percent match if they desire. The Texas Health and Human Services Commission requires proposers to report all matching funds for all program areas.

The program match must be a non-federal cash match. If ample cash is not available to meet the minimum 10 percent match requirement, a combination of cash and in-kind resources may be used to meet the match requirement.

The proposer’s level of match proposed will be required for the duration of the contract depending on the type of services. Match may be in one or more of the following types:

a. Cash Match – Cash match is funding the proposer typically receives from local funding sources, i.e., United Way, county and city governments, churches, foundations, etc.

b. In-Kind – resources are typically non-cash resources donated by the proposer to the program, i.e., office space, vehicles, and volunteer hours. Proposers must provide documentation demonstrating how the value of the in-kind resources were determined.

c. Proposer Discounts – A proposer may provide discounts for services.

d. Invoice – The invoice must provide the retail cost, discount amount, and reimbursement cost.

Project Management
Provide information as requested. The organizational chart should include names of key personnel, titles of all positions, and a clear indication of lines of authority and responsibility. NOTE: Attach as the last page of the proposal packet.

COMPONENT 2 – MEAL PREPARATION

Meals must be based on the required Dietary Reference Intake (DRI) standards. All meal plans and menus are to be developed and prepared by a Registered Dietician (the Area Agency on Aging can refer Registered Dietician services to the Senior Nutrition Program Providers if needed). There must
be service plans prepared for the use of the central kitchen and its meal prep functions to include the
two primary meal categories of 'Congregate Meals' and 'Home Delivered Meals,' as set forth below:

Congregate Meals: Meals provided to clients in a community setting for ongoing socialization of the
seniors.
- Standard meal: a regular meal (frozen or shelf-stable) from the standard
  menu that is served to the majority, or all, of the consumers.
- Therapeutic meal or liquid supplement: a special meal or liquid supplement
  that has been prescribed by a physician and is planned specifically for the
  consumer by a dietician (e.g., diabetic diet, renal diet, pureed diet, tube
  feeding).
- Unit Service: One Meal.

Home Delivered Meals: Meals provided for the homebound seniors.
- Standard meal: a regular meal (frozen or shelf-stable) from the standard
  menu that is served to the majority, or all, of the consumers.
- Therapeutic meal or liquid supplement: a special meal or liquid supplement
  that has been prescribed by a physician and is planned specifically for the
  consumer by a dietician (e.g., diabetic diet, renal diet, pureed diet, tube
  feeding).
- Unit Service: One Meal.

COMPONENT 3 – MEAL DELIVERY

Meal delivery consists of:
1. Approved transportation supplies.
2. Packaging.
3. Ensuring proper meal temperature; and
4. Route schedule with departure times consist with HHSC guidelines.

General Guiding Principles:

(1) Service Delivery:
Effectiveness may be determined through a variety of means, such as new resources identified to
meet consumer needs, documentation of services received, and consumer evaluation forms. The
effectiveness of congregate and home-delivered meals, is determined through a variety of means,
including but not limited to, cost per meal.

Briefly describe the monitoring tools and indicators that management will use to identify
opportunities to improve service delivery.

(2) Minimum Standards:
Title III - Adherence to standards as developed by the Health and Human Services Commission is
required of the contracting agency.

(3) Staffing and Training:
Staffing and Training is a management tool to assure effective and efficient operation. Equal
training opportunities are also prescribed in the Civil Rights Act 1321,107(b).
- Personnel will be trained in appropriate areas of food service such as sanitation, portion
  control, and food service management and received Food Handlers certification.
• Proposers will have plans to provide continual training to ensure competent qualified staff and volunteers for meal service delivery.
• Personnel will be trained in good casework procedures such as active listening techniques, interviewing, customer service, client confidentiality (Data Use Agreement), HIPPA, and must have knowledge of available resources. Documentation of confidentiality and HIPPA training of all employees working with the Title III and NSIP funded programs.
• Briefly describe the organization's staff development plan, including orientation of new employees and the organizations on-going, job-related in-service program.

(4) Consumer Eligibility:
Title III home bound consumers must have a need for services funded and be 60 years or above with priority given to low-income, minority, living in rural areas, have limited English proficiency, and/or at risk of institutional placement or the caregiver of such individuals residing in a home within the East Texas region.

(5) Service Coordination:
Proposers should coordinate with AAA staff and other social service agencies for increased coordination of services. The proposer will notify AAA 30 days in advance of any meal site relocations and/or closures.

(6) Consumer Contribution:
Proposers will provide an opportunity for all Title III participants to voluntarily contribute to part, or all, of the service. No Title III consumer may be denied services due to an inability to contribute. A contribution policy will be provided to all consumers. A signed statement regarding acknowledgment of the voluntary contribution policy will be on file. Proposers will assure that consumer contributions are confidential and private.

(7) Outreach
Briefly describe outreach activities that will ensure participation of eligible elderly persons (specifically the low-income, minority, living in rural areas, have limited English proficiency, and/or at risk of institutional placement) for effective service delivery.

(8) Employee Performance Appraisal
Successful proposers are responsible for the annual review all employees.

(9) Complaint Resolution
Describe the proposing organization’s procedures for receiving, addressing, and resolving client complaints relating to the quality of service or meals.
CURRENT REFERENCES

Please provide three (3) references from similar firms for whom your organization provided like services specific to this RFP, other than ETCOG, who can verify performance as a vendor/service is preferred. NOTE: Inaccurate, obsolete, or negative responses may result in rejection of quote submissions.

1. Name: __________________________________________ Phone: __________________________
   Address: ____________________________________ St/Zip __________________________
   Contact Name ________________________________ Email: ____________________________
   Contract Name/Title: __________________________
   # of years contracted: __________________________
   Service Description: __________________________
                               __________________________

2. Name: __________________________________________ Phone: __________________________
   Address: ____________________________________ St/Zip __________________________
   Contact Name ________________________________ Email: ____________________________
   Contract Name/Title: __________________________
   # of years contracted: __________________________
   Service Description: __________________________
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3. Name: __________________________________________ Phone: __________________________
   Address: ____________________________________ St/Zip __________________________
   Contact Name ________________________________ Email: ____________________________
   Contract Name/Title: __________________________
   # of years contracted: __________________________
   Service Description: __________________________
                               __________________________
PROPOSER COMMUNICATION

Upon issuance of this RFP, unless otherwise noted, employees and representatives of ETCOG are not at liberty to answer questions or otherwise be contacted or approached at any time to discuss the RFP contents, potential competitors, or any other related information with any potential proposer or their representatives during an active RFP process. In addition, communication regarding this RFP with other potential proposers who may respond competitively, is prohibited. This restriction does not prohibit discussions between affected parties for the purpose of conducting business unrelated to this proposal.

Failure to observe the above restriction may result in disqualification of a submitted proposal at any time during the entirety of the formal competitive proposal process.

QUESTION/RESPONSES

Proposer Questions: Contractor questions concerning this RFP are due June 21, 2022, if not sooner, and must be emailed to Trish Hudspeth, Facilitator at: patricia.hudspeth@etcog.org and no one else.

Staff Responses: Contractors must go online at http://www.etcog.org/procurements and click on ‘AAA Senior Nutrition Meals Program Providers 2022 RFP’ to retrieve responses to all questions asked, no earlier than June 27, 2022.

NOTE: Other than the above opportunity and unrelated daily business, there is to be no communication between Proposers and ETCOG staff or representatives during an active RFP process to ensure fair and open competition for all potential Proposers. To willingly do so may result in the disqualification of a Proposer for non-compliance of RFP restrictions.

RFP RETRIEVAL

The RFP document, RFP updates, and additional RFP information or amendments will be posted on the ETCOG website and may be retrieved by clicking on ‘AAA Senior Nutrition Meals Program Providers 2022 RFP’ at http://www.etcog.org/314/Request-for-Proposals.htm or request by emailing to Trish Hudspeth at: patricia.hudspeth@etcog.org.

BID SUBMISSION

Hardcopy bid submissions must be clearly identified on the outermost return envelope or packaging and must be received by the bid submission date/time of 11:00 A.M., July 19, 2022, regardless if by mail, courier/delivery services, or hand delivered, at:

East Texas Council of Governments (ETCOG)
Attn: Trish Hudspeth, Strategic Procurement
3800 Stone Road, Kilgore, TX 75662

Write: Company Name, RFP# AA-ASNMPP22R, July 19, 2022, in bottom left-hand corner of the outermost Return Envelope/Package

NOTE: Telephone, emailed, and facsimile bid submissions are not allowed in response to this RFP.
Hard-Copy Submission:

a. Proposers shall submit one (1) hardcopy of their proposal marked ‘Original’, five (5) hardcopies of their proposal marked ‘Copy’, and one (1) USB thumb drive to include a copy of their bid proposal and all related documentation, i.e., attachments, exhibits, appendices, (etc.). Note: Requested items must be supplied for proposal to be considered for award evaluation. Failure to comply with the above will hold Proposer negligence responsible and not that of ETCOG.

b. It is the Proposer’s sole responsibility to prepare, submit, and deliver or arrange delivery of the bid submission with all required exhibits and materials intact and delivered to the designated location on or before the published bid submission deadline.

c. Submission of proposals confers no legal rights upon any Proposer.

d. ETCOG will not bear liability for any costs incurred in the preparation of submissions in response to this RFP process.

e. Bid submission deadline time will be determined by the ETCOG lobby clock.

f. Proposers understand failure to submit a bid submission by the designated deadline, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.

g. Bids submitted after the RFP deadline date/time will not be accepted.

Digital Bid Submission:

As an option to hard-copy submission, Proposers may choose to digitally upload their firm’s proposal to a secure dedicated folder. To do so, please contact Trish Hudspeth at patricia.hudspeth@etcog.org in advance for folder set-up and to receive the corresponding ‘Access Code’ by the cut off time/date of 11:00 A.M., Monday, July 18, 2022, if not sooner.

HUB BEST PRACTICES

ETCOG shall ensure small, minority, disadvantaged, and women’s businesses are considered as sources for acquisitions whenever possible. Proposer is 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/cmbl/cmbhub.html;

- utilizing Web sites or other minority/women directory listings maintained by local Chambers of Commerce; or,

- advertising subcontract work in local minority publications; and/or contacting the contracting state agency for assistance in locating available HUBs.
ETCOG reserves the right to a closed RFP process for bid submission review/analysis and award recommendation procedures to the best interest of and best benefit to ETCOG and programs served 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 SUBMISSIONS. Bid submissions will be received until the deadline date/time as referenced under ‘RFP Timeline Schedule, p. 1’, and public attendance is allowed. However, only the names of submitting Proposers will be read out loud and disclosed if received by the deadline date/time.

- All bid submissions become the property of ETCOG after the RFP deadline/opening date.
- Responses submitted shall constitute an offer for a period of ninety (90) calendar days or until a preferred selection for award is approved by ETCOG, whichever comes first.
- All programs and employers under the auspices of ETCOG are following EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

**EVALUATION AND AWARD PROCESS**

Evaluation Criteria for Proposals

**Criteria 1. Responsiveness to RFP (Weight = 5%)**
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 Aging Advisory Committee (AAC) 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?

**Criteria 2. Organizational Capacity (Weight - 20%)**
Describe your organization’s ability to administer the senior nutrition program and your ability to leverage resources to enhance the effectiveness and capacity of the nutrition program.

a. Provide the number of your organization’s current staff and volunteers. Describe your ability in recruiting, providing multicultural diversity training, and maintaining staff and volunteers.
b. Provide an example of how your organization has handled downsizing, including nutrition site closure and/or reduced hours. Describe how your organization has handled any increase in services and/or funding. How were client services maintained? How were staffing levels impacted?
c. Provide information regarding any litigation to which your organization has been a party during the last five years. What was your organization’s role? What was the outcome?
d. Explain your organization’s role as it relates to the Board, the State, and the administrative and fiscal funding agents.
e. Explain the organization’s capacity to add additional senior centers (congregate nutrition sites) throughout the length of the subaward as fiscally mandated by the OAA.
Criteria 3. **Program Effectiveness (Weight – 25%)**

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

a. Provide a description of the proposer’s knowledge and experience with Senior nutrition programs and its functions and reporting requirements.

b. Provide a description of how services will be delivered throughout the 14-county region or designated areas being selected.

c. Are proposed services targeted to meet the federal and state guidelines and to increasing number of clients and meals served, and opening new sites for the Senior Nutrition Programs?

d. How proposer aligns service strategies to target low-income, rural, and minority populations; persons with limited English language proficiency; and severely disabled participants, including individuals with Alzheimer's disease and related disorders and caregivers of those populations? Describe outreach strategies for the organization and the client in the target area. How do you determine the effectiveness of these strategies?

e. What is the experience of the proposer managing federal grant funds? Please specify the name of the grants administered, the number of years (up to five years) proposer received federal funds through contracts.

f. What actions will the proposer take to address program performance deficiencies? Explain the systems and processes used to identify program deficiencies and to address these deficiencies.

g. Provide information on how your organization will capture successful program outcomes i.e., client satisfaction, food quality, timeliness, improved health outcomes and service delivery.

h. Describe your organization’s proposed transition plan if selected as our provider. How will your organization minimize disruption of services to our clients?

i. List any performance incentives or performance awards received by your organization for the last three years.

Criteria 4. **Cost Effectiveness (Weight - 25%)**

The proposal will be rated on the overall cost effectiveness and efficiencies of the proposed program. Cost will be addressed based upon a review of the Budget Sheets and Budget Narrative submitted with this proposal.

a. Are unit rates consistent with those of other agencies that are providing similar services? List how the unit rate requested under this proposal was derived.

b. Proposers with multiple funding sources must provide a cost allocation plan which clearly identifies costs associated with funding sources. The costs must be allocated to the cost categories as appropriate. The cost of staff will be allowable to the extent justification can be provided by proposer that the appropriated staff is necessary to achieve required/desired performance results.

c. Describe how the proposer will pay disallowed costs should such costs occur. What are the sources of these repayment funds? Has proposer ever had to pay back funds to a funding source in the past seven years? If yes, please explain the dollar amount, the reason for disallowance and what funds were used to repay?

d. Describe how match resources and program income contribute to and/or directly benefit the service(s) proposed in the Budget Narrative section.

Criteria 5. **Administrative Capability (Weight = 25%)**

a. Provide a copy of monitoring reports for the past three years. Describe how any findings were resolved.
b. Does the proposal include a personnel orientation and training plan including HIPPA and confidentiality?
c. Describe how your organization promotes positive customer service. What is the process for handling customer concerns and complaints, including the timeline for resolution?
d. Describe how your organization ensures its personnel possess the necessary qualifications to carry out their job duties. What ongoing training is provided and/or required?
e. Describe how your organization minimizes staff turnover. What is the average turnover rate for your organization (past 3 years overall and current contracts)?

**EVALUATION CRITERION CHART**

<table>
<thead>
<tr>
<th>CRITERIA TABLE</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>Responsiveness to RFP (Criteria 1, p. 12)</td>
<td></td>
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<tr>
<td>(Minimum required: 5 pts.)</td>
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<tr>
<td>Organizational Capacity (Criteria 2, p. 12)</td>
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<td>(Minimum required: 20 pts.)</td>
<td>20</td>
</tr>
<tr>
<td>Program Effectiveness (Criteria 3, p. 13)</td>
<td></td>
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<tr>
<td>(Minimum required: 20 pts.)</td>
<td>25</td>
</tr>
<tr>
<td>Cost Effectiveness (Criteria 4, p. 13)</td>
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<tr>
<td>(Minimum required: 20 pts.)</td>
<td>25</td>
</tr>
<tr>
<td>Administrative Capability (Criteria 4, p. 13)</td>
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<tr>
<td>(Minimum required: 10 pts.)</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**NOTE**: A minimum of **seventy-five (75) points** overall and the noted **minimum of points must** be achieved for each criterion above for proposal to be considered for award, **no exceptions.**

**BID EVALUATION TERMS**

1. Bid submissions will be evaluated by ETCOG/AAA staff to determine if bid proposals meet program needs and if requested information and required documentation as identified throughout the RFP document has been returned with submitted proposals.

2. ETCOG/AAA reserves the right to contact any source regarding, but not limited to, vendor reputation, product/service quality, work history, and/or past performance to evaluate/award the bid submission(s) that best meet ETCOG program needs, and clients served.

3. The evaluation team’s preferred proposal will be presented to governing bodies as a recommendation for award so they may make a final award decision.

**AAA CONTRACT AWARD TERMS**

1. It is the intention of the AAA to award the contract based on a plan that is the most advantageous to the seniors within the East Texas region. The proposer will operate, as previously referenced, from the time the contract is let and will continue through **September 30, 2023**.
2. The award of any contract based on proposals received in response to this RFP is contingent upon the AAA Title III C.1 and C.2, and NSIP funds from the HHSC.

3. Availability of Funds: Multiple contracts may be awarded in amounts not to exceed the total budget of $2,200,000.

4. De-obligation of Funds: Contract award amounts may 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.

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

5. A provisional letter* of award will be issued by the ETCOG Executive Director once recommendations of the AAC are considered and approved by the Executive Committee. This letter will offer the successful proposer agency a funding level for the proposed project. Negotiations for revisions to the scope of the program to be provided are also initiated through this letter.

   Note: Based on the award letter, the AAC will make budgetary allocations. However, only a fully executed contract is binding.

6. ETCOG/AAA reserves the right to evaluate participating proposer’s products and services as they compare to other providers.

7. The AAA may elect to award more than one contract per service area for the delivery of hot lunchtime, frozen, and/or shelf-stable meals and/or supplier or products. The AAA does not intend to award a contract fully on the basis of any response made to the proposal.

8. The AAA reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with the Proposer(s) whose proposal is/are deemed to best meet AAA’s specifications and needs.

9. SUBCONTRACTS - Joint proposals or Co-proposals are allowable. A description of the relationship and the joint proposers must be included with Proposer submission.

10. COMPLIANCE - Proposer must agree to comply with East Texas Council of Governments fiscal policies. ETCOG will consider comparable policies if the policies meet grant requirements and are approved as a part of the contract negotiation.

   **STANDARD BID AWARD TERMS**

1. ETCOG reserves the right to ask questions, request additional information or clarifications, hold individual interviews at any given time throughout the evaluation and negotiation process to determine the proposal which best meets the procurement needs being sought to the best benefit of ETCOG and programs served.

2. ETCOG reserves the right to allow corrections of non-material errors or omissions at ETCOG’s sole discretion.
3. Submission of a proposal indicates Proposer's acceptance of the evaluation and award process and is in agreement the evaluation team may make subjective judgments in evaluating the proposals to determine best value to best benefit ETCOG and programs served.

4. ETCOG reserves the right to accept or reject any bid proposal received, as well as cancel the RFP in its entirety at any time during the bidding, evaluating, and negotiation processes without notice or explanation which may result due to unforeseen circumstances, irregularities, low response, or procurement scope or needs not being met.

5. ETCOG may modify or waive any provisions set forth in this RFP for any reason and all herein mentioned without notice to anyone if deemed in the best interest of ETCOG and programs served.

4. ETCOG reserves the right to negotiate the final terms of any potential contract or service agreement resulting from this RFP to include but not limited to the RFP document, Proposer(s) submitted proposal, and the RFP exhibits, attachments, appendices, i.e., ‘ETCOG General Terms & Conditions,’ and the ‘Essential Clauses and Certifications’ pages requiring signatures, all acting as binding documents to said contract or service agreement.

6. ETCOG reserves the right, should contract negotiations fail, to enter negotiations with the next highest ranked Proposer with a proposal considered best to meet program needs, and may continue in like manner until successful negotiations have been reached. Furthermore, although ETCOG has the right to negotiate with the next highest ranked Proposer, it is not required to do so and may re-procure or cancel the RFP at ETCOG’s sole discretion.

7. Proposer shall indemnify and hold harmless ETCOG, its officers, agents, and employees from any injuries or damages received by any person during any operations connected with the contract, by use of any improper material, or by any act or omission of the contractor or his subcontractor, agents, servants, or employees.

8. Execution of any resulting contract or service agreement is required prior to processing any payments to the successful Proposer.

9. Pursuant to protocol to advise of the right to appeal, a protest must be submitted to ETCOG’s Executive Director within ten (10) calendar days of the time the basis of the protest became known and said protest(s) limited to: 1) violations of federal law or regulations; 2) violations of State or local law under the jurisdiction of State or local authorities; and 3) violations of ETCOG’s protest procedures for failing to review a complaint or protest. The protest must be submitted in writing and must identify the protestor, the solicitation being protested and specifically identify the basis for the protest, providing all pertinent information regarding the solicitation, contract and/or actions of ETCOG.

**BID AWARD NOTIFICATION**

1. It is expected an award will be made on September 1, 2022. *(Date subject to change)*

2. Upon award notification all Proposers who responded to this RFP will be contacted.

3. In the event, negotiations with the Successful Proposer fail, negotiations will commence
with the next best qualified Proposer, and so on, until successful negotiations have been achieved.

**CONTRACT TERM and PAYMENT METHOD**

1. 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.

2. It is expected the award term for this RFP procurement to be from the time of contract commencement to September 30, 2023, and valid for a three (3) year period with options for two (2) additional one-year periods. The AAA will adopt renewal criteria to be considered prior to the extension of the any award extension past the original three-year (2023) period.

3. Payment will be NET30 at the time the invoice is received by a.p@etcog.org in ETCOG Operations/Finance department. Please note payment terms will be dependent upon final negotiations with the successful Proposer.
AFFIRMATION & SIGNATURE

AFFIRMATION

Proposer affirms understanding and acknowledgement of all referenced bid and program requirements, attached ETCOG Terms and Conditions (Appendix I), Essential Clauses & Certifications (Appendix II), and any other Exhibits or AAA program related documentation provided are explicit and binding to this bidding procurement. In addition, Proposer understands and agrees to return all pages from the above referenced items requiring signatures or check markings, with their bid proposal submission. Proposer further understands and acknowledges making a false statement and/or proclamation of compliance is a material breach of any subsequent award or service agreement and is grounds for award cancellation.

SIGNATURE

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

Company/Provider Name

____________________________________________________________
_____________________
Signature

________________________________________________
_______________________________
Date

Printed Name and Title of Authorized Representative

________________________________________________
_______________________________
Email