Invitation for Bid (IFB): IFB#CG-AMSMP20IB

AAA MULTI-SERVICES MEAL PROGRAM 2020 IFB

Date Released: **August 27, 2020**

Due Date/BID Opening: **September 17, 2020,**

Time Due: **1:30 P.M.** (CDT)

David A. Cleveland, Executive Director
Bettye M. Mitchell, Director of Area Agency on Aging

All programs and employers under the auspices of ETCOG and AAA are in compliance with EO (29 CFR 38.25). Auxiliary aids and services are available, upon request, to individuals with disabilities.
PARTICIPATION FORM

Invitation for Bid: AA-AMSMP20IB AAA Multi-Services Meal Program 2020 IFB

PARTICIPATION OPTIONS: This is a ‘participation’ form only. If participating, Providers must 1) Choose an option below prior to returning a bid submission and then 2) Email their participation form accordingly to the appropriate email address identified in the following bid submission options: (facsimile or emailed bid submissions are not allowed)

☐ Hardcopy Submission: The bid submission will be returned by hardcopy and all hardcopy requirements as referenced in the IFB will be followed and adhered to, and this participation form will be emailed to patricia.hudspeth@etcog.org now and not as part of the IFB bid submission.

☐ Digital Upload: The bid submission will be submitted by digital upload and this participation form will be emailed to procurements@etcog.org pursuant to all digital upload requirements as referenced in the IFB in order to receive an ‘access link’ to upload a bid submission and all related materials.

Please provide the following information:

☐ Yes, Provider will participate by the chosen option above. The bid document received by:

☐ Emailed Bid Invitation ☐ Legal Ad ☐ Web Posting ☐ Other

☐ No, the entity will not be participating in this IFB process for the following reason(s):

________________________________________________________________________
________________________________________________________________________

☐ However, please keep the entity active to receive future bidding opportunities.

PROVIDER INFORMATION: Date: ____________________________

Entity Name: ____________________________________________

Contact Name: __________________________________________

Address: _________________________________________________

City: __________________________ State: ____________________ Zip: __________________

Contact Email: __________________________ Contact Phone: __________________
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# SECTION I. GENERAL INFORMATION
INTRODUCTION

East Texas Council of Governments (ETCOG) was organized under state law for the purpose of orderly planning and development of the East Texas Region. Currently ETCOG serves a 14-county area including Anderson, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Panola, Rains, Rusk, Smith, Upshur, Van Zandt and Wood Counties and its member Governments are comprised of counties, cities, school districts and special purpose districts. ETCOG assists local governments in planning for common needs, cooperating for mutual benefit and coordinating sound regional development. Either directly or through contractors, ETCOG provides programs and services for East Texas seniors, employers and job seekers. ETCOG also builds the 9-1-1 emergency call delivery system, provides peace officer training and homeland security planning services; and delivers rural transportation services, business finance programs, grant writing services and environmental grant funding for the region.

Area Agency on Aging (AAA) is an organizational and operational division of ETCOG and authorized to provide services to the senior population and recipients of Medicare of the 14 counties in the East Texas region. The AAA actively works to improve the quality of life of the region’s senior population, those 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 caregiver in-home institutional 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, 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 Older Americans Act, Title III, Section C.1. Home-delivered meals are funded under the Older Americans Act, Title III, Section C.2, Title XIX of the Social Security Waiver and Title XX of the Social Security Act.

PURPOSE

East Texas Council of Governments (ECOG) is seeking to award multiple entities who provide a variety of food services from the delivery of food service items, commodities, food products and facility supplies to designated congregate sites; meal preparation (partial or full) and delivery to congregate sites; as well as, the delivery of frozen and/or shelf stable meals to qualified seniors within the counties of Camp, Harrison, Marion, Panola, Rains and Wood in servicing qualified seniors sixty (60) years of age or older, or spouses/caregivers. Depending upon need, the AAA may expand service delivery coverage to other East Texas Counties as determined.

WHO MAY RESPOND

Vendors and Contractors who provide food service product/goods/supplies; meal preparation services; congregate meal service; and home delivery of meals are eligible to respond, which may include food service distributors, churches, restaurants; frozen meal distributors, (etc.). Please contact Trish Hudspeth at patricia.hudspeth@etcog.org if there are any questions regarding participation eligibility.
PAYMENT FOR SERVICES

Payment Method

Cost-Reimbursement – All contracts or service agreements resulting from this IFB process will be paid by cost reimbursement. Vendors and Contractors are required to maintain documentation, which substantiates the expenditures for their invoice to be paid. The provider shall have the fiscal capability to wait for their reimbursement of funds.

Payment Terms

NET30 upon receipt of invoice to be paid by the ETCOG Operations/Finance department. Email invoices to a.p@etcog.org.

SECTION II. BID SUBMISSION INFORMATION AND REQUIREMENTS

SCOPE OF PROGRAM

A. Program Details:

1. Multiple vendors will be awarded to provide food program services on an as needed basis;
2. Joint proposals or Co-proposals are allowable. A description of the relationship and the joint providers must be included with the IFB bid submission;
3. ETCOG/AAA client needs shall govern the amount and extent of required services on an ‘as needed’ basis, therefore sales or quantities may not be guaranteed;
4. Providers may offer discounts for products and services provided;
5. Designated AAA staff will place orders for products, goods, and services;
6. Providers must respond promptly to concerns of AAA staff and/or clients served;
7. The program may expand to include other meal or food services as need dictates; and
8. The AAA Meal Program is dependent upon availability of funding.

B. Provider Responsibilities:

If awarded, Vendors and Contractors must service the AAA Meal Program in accordance to the identified provider types below and in compliance to all IFB requirements as set forth in this IFB document and in compliance to all governing laws and regulations, where applicable, i.e. prepared or packaged congregate meals and home delivered meals.

C. Provider Types:

FOOD SERVICE DISTRIBUTORS/VENDORS

Food service distributors and vendors are to deliver food items/products, supplies, paper products and goods to a designated congregate location only after the service is authorized by AAA staff. The following ordering and delivery guidelines are to be followed by awarded food service providers.

Food service distributor/vendor agrees:

1. A product order list will be provided to AAA staff upon award notification;
2. To deliver food items/products, supplies, paper products, utensils, goods, etc. upon receipt of order in a prompt and timely manner;
3. No substitutions will be allowed unless approved by ordering entity;
4. No backorders will be allowed unless approved by ordering entity;
5. To notify AAA staff of any out-of-stock items at time of order or before delivery; and
6. Provide a separate monthly invoice (calendar month) of delivered food service items and products/goods broken down by AAA location.

CONGREGATE AND HOME DELIVERY PROVIDERS

Eligible individuals for the nutrition program are limited to those age 60 and over and spouses/caregivers at least 18 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.

The Contractors for prepared and packaged meal delivery acknowledge they possess the required knowledge, skills, resources, and abilities to provide the following required deliverables and services (Work) by any resulting contract or service agreement effective date, unless otherwise noted in this agreement, and described below:

a. Consumers: Services must be available to all eligible person’s age 60 and over. Priority should be given to older persons with greatest economic need, greatest social need, severe disabilities, limited English proficiency, Alzheimer’s and/or related disorders with neurological and organic brain dysfunction, and /or risk of institutional placement.

b. There are two types of congregate meals and home delivered meals, as follows:

- 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).

Meals Prepared for Congregate Sites

A hot or other appropriate meal served to an eligible person that meets one-third of the recommended daily 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 which is served in a congregate setting.

1. Deliver a shipment of meals daily for hot lunchtime meals to specified congregate meal sites.
2. Deliver prepared meals or partially prepared meals/ingredients in a timely fashion after receiving order request by AAA staff.
3. Deliver only meals meeting the dietary requirements in 40 TAC 585.302(h).
4. Respond promptly to concerns of participants related to meals.
5. Meals must be maintained at the proper temperature for the safety and well-being of clients.
Packaged Meals for Home Delivery

Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third of the recommended daily 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.

1. Packaged meals may not be drop shipped or left unattended anywhere at a home location;
2. Unsuccessful meal deliveries must be promptly reported to AAA staff;
3. Undelivered packaged meals must be maintained and returned to the Provider location until new delivery arrangements are made;
4. Packaged meals for home delivery meals must be placed in the hands of the receiving senior, spouse or 18 yr. or older caregiver;
5. Delivery of pre-packaged frozen, shelf-stable meals must be done so in a timely fashion after receiving order request by AAA staff.
6. Only meals meeting the dietary requirements in 40 TAC §85.302(h), may be delivered
7. Respond promptly to concerns of participants related to meals.
8. Must provide orientation training to delivery personnel or volunteers based on 40 TAC §85.302(o) (1), as warranted.

D. AAA Responsibilities (for multi-services, where applicable)

1. Identify areas with unmet nutrition needs and supplies due to a lack of available providers in their area.
2. Based on the AAA’s service delivery system, develop written processes to delineate the role of all parties involved:
   a. Annually provide nutrition education to all congregate and home delivered meal participants.
   b. Complete program participant intake and assessment to determine eligibility.
   c. Place orders for food items/product and all supplies using food service distributor or retail vendor recommended ordering system.
   d. Maintain communication and correspondence concerning the program order status.
   e. Authorize all monthly menus planned by a licensed dietician for the hot lunchtime meals providers and frozen meal suppliers based upon the recommended daily 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.
   f. Provide timely technical assistance to provider(s) as needed.
   g. Contingent upon the AAA’s receipt of funds authorized for this purpose from HHSC, reimburse the provider(s) based on the agreed reimbursement methodology within thirty (30) days of the AAA’s receipt of provider’s original invoice.
3. Authorize home delivered meals to a participant prior to initiation of service.
4. Maintain a method to ensure payment is made to a provider only for meals authorized by the AAA and through the ordering of frozen and/or shelf-stable meals and meal site products.
5. Develop policy to ensure delivery personnel or volunteers are aware of the training requirements in 40 TAC §85.302(o).
BID SUBMISSION FORMAT

ETCOG aspires to achieve as uniform a review process as possible to ensure the maximum degree of comparability among bid submissions. Therefore, before returning a bid submission, be sure all items listed below are returned organized in the manner specified below:

1. **Title/Cover Page** - List the IFB subject, the name of the provider's firm, local address, telephone number, fax number, contact name and email address, and date.

2. **Table of Contents** - Clearly identify the material by section and page number.

3. **Company Overview** – Provide a brief company history to include:
   a. Type of business
   b. Years in business
   c. Contact names, titles, addresses, fax numbers, email addresses, and telephone numbers of individuals who will be authorized to make representations for responding company.

**Required Forms to Return with Bid submission**

Attachment A – Provider Bid Sheet
Attachment B – References
Attachment C – Conflict of Interest Form (CIQ)
Attachment D – ETCOG Customer Service Creed
All pages requiring initials, signatures, or checkmarks.

**NOTE**: Failure to return any of the above items in the order requested may result in a bid submission being disqualified and treated as a no-bid.

SUBMISSION INSTRUCTIONS

IFB TIMELINE SCHEDULE *(dates/times subject to change)*

**Legal Advertisement/Bid Release**
Thursday, August 27, 2020

**Deadline for Submission of Questions**
Wednesday, September 2, 2020

**Response to Questions Posted**
Tuesday, September 8, 2020

**Digital Access Code Cut-Off**
Wednesday, September 16, 2020 (11:00 A.M.)

**IFB Submissions Due/Bid Opening**
**Thursday, September 17, 2020 (1:30 P.M.)**

**Staff Review**
Monday, September 21, 2020

**Award Recommendations**
Monday, September 28, 2020 (1:30 P.M.)

**Executive Committee**
Thursday, October 1, 2020

**Note**: There will be no Pre-Bid conference.

BID SUBMISSION OPTIONS

**Hard Copy Submission:**

Bid submissions must be clearly identified on the outermost return envelope/packaging and received by the bid submission date/time of **1:30 P.M., September 17, 2020**, regardless if by mail, courier/delivery services, or hand delivered, at:
NOTICE: Hard Copy or ‘Digital Upload’ bid submissions are the ONLY acceptable submission platforms. Emailed and facsimile submissions are NOT allowed and will NOT be accepted.

1. Providers shall submit one (1) original hardcopy of their bid submission marked ‘Original’ along with four (4) copies marked ‘Copy’ and must include one (1) electronic copy on a USB Flash Drive of the complete IFB submission and any related documentation scanned or compiled into a single PDF document. Note: Please do not use 3-ring binders for IFB of bids.

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

3. ETCOG will not bear liability for any costs incurred in the preparation of bid submissions in response to this IFB process.

4. IFB submission deadline time will be determined by the ETCOG lobby clock.

5. Courier or delivery services may not deliver directly to the specified department location; therefore, it is strongly recommended:
   - Providers should allow sufficient time for delivery of bid submission prior to the published deadline to the location specified in the IFB Timeline Schedule, p. 8.
   - Providers understand failure to return a bid submission by designated deadline, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.

It is the Provider’s responsibility to ensure any addenda or additional materials pertinent to their bid submission be included in or with their IFB submission. ETCOG will not be held liable for missing addenda or materials at the time of the bid opening and said addenda or additional materials will not be accepted past the IFB submission deadline date and time. Note: Bid submissions returned after the IFB deadline date/time will not be accepted.

Digital Upload Submission:

Access Link – Providers have until the designated cut-off time of 11:00 A.M., September 16, 2020, if not sooner, to return their ‘Participation Form’ (p. 2) to procurements@etcog.org in order to receive an ‘access link’ to upload a digital bid submission in this IFB process. Failure to acquire an ‘access link’ by the cut-off deadline will not allow digital upload of a bid submission.

Digital Upload Instructions – Providers have until 1:30 P.M., September 17, 2020, if not sooner, to upload a bid submission and all related materials to their dedicated upload folder.
The bid submission must be a ‘complete’ IFB submission with all related bid documentation, scanned or compiled, into a single PDF document. In addition, a Provider who has been previously provided an ‘access link’ fails to digitally upload a bid submission by the designated bid opening their digital bid submission will not be accepted and will remain unopened and treated as a ‘No-Bid’ for noncompliance.

BID SUBMISSION TERMS

1. It is the Provider’s sole responsibility to prepare the IFB submission, whether digital or hard copy, with all required exhibits and materials included by or before the referenced ‘IFB Submissions Due/Bid Opening’ deadline (p. 8).

2. ETCOG will not bear liability for any costs incurred in the preparation of bid submissions or any responsibility in the transmission or delivery of responses to this IFB.

3. IFB submission deadline time will be determined by the recorded upload date/time or the ETCOG lobby clock, whichever is applicable to bid submission method.

4. It is the Vendor or Contractor’s responsibility to ensure any addenda or additional materials pertinent to their bid submission be included in or with their IFB submission. ETCOG will not be held liable for missing addenda or materials at the time of the ‘IFB Submissions Due/Bid Opening’ (p. 8) and said addenda or additional materials will not be accepted past the bid submission deadline date and time.

IFB RETRIEVAL

The IFB document, IFB updates, and additional IFB information or amendments will be posted on the ETCOG website and may be retrieved by clicking on ‘AAA Multi-Services Meal Program 2020 IFB’ at http://www.etcog.org/procurements. If problems obtaining this IFB are experienced, please request an IFB copy via email to Trish Hudspeth at: patricia.hudspeth@etcog.org.

PROVIDER COMMUNICATION

Upon issuance of this IFB, unless otherwise noted, all forms of communication for clarification from anyone other than the Bid Facilitator for this IFB process, including ETCOG and AAA staff, are not allowed and will not be addressed. In addition, communication regarding this IFB with other potential providers who may respond competitively, is prohibited. However, this restriction does not prohibit discussions between affected parties for the purpose of conducting business unrelated to this IFB process.

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

TECHNICAL ASSISTANCE

Providers are encouraged to contact Trish Hudspeth, Bid Facilitator, at patricia.hudspeth@etcog.org at any time throughout the IFB process for any clarification regarding this IFB process which may include, “How does this IFB procurement apply to my firm or company?” or “What all is involved to be a part of the ‘Multi-Vendor’ award?”. The food services your company provides may be suited to the IFB procurement in meeting AAA program needs. Therefore, if still in doubt, please contact the Bid Facilitator as directed above and ask.
QUESTIONS & STAFF RESPONSES

Deadline Questions: As referenced under IFB Timeline Schedule, p. 8, deadline questions are due by September 2, 2020. Provider questions, requests and/or inquiries for additional information regarding this IFB process must be emailed to Trish Hudspeth, Bid Facilitator at: patricia.hudspeth@etcog.org and no one else.

Staff Responses: Providers must go online at http://www.etcog.org/procurements and click on ‘AAA Multi-Services Meal Program 2020 IFB’ to retrieve responses to all questions asked, no earlier than September 8, 2020.

Please Note: Providers will not receive a personal response to question(s), unless technical in nature, but must retrieve posted staff responses online to the benefit all Providers. Therefore, it is the sole responsibility of Providers to review the ETCOG website periodically for IFB responses to questions, IFB amendments, updates (etc.).

SEALED BID PROCESS

ETCOG reserves the right to a closed IFB process for bid submission review/analysis and award recommendation procedures to the best interest of and best benefit to ETCOG 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 vendors 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.


HUB BEST PRACTICES

ETCOG 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.

Provider 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/cmb/cmbhub.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.

SUBMISSION OPENING

Bid submissions will be received until the deadline date/time as stated in Section I., referenced under ‘IFB Timeline Schedule. P. 8’, and public attendance is allowed. However, COVID-19 safety precautions will be in place and the wearing of masks is required while visiting ETCOG.

**Telephone, email, and facsimile bid submissions are not allowed in response to this IFB.**

• All bid submissions become the property of ETCOG after the IFB 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.

SUBMISSION EVALUATION AND AWARD

STAFF REVIEW

<table>
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<tr>
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<tr>
<td>Product or services provided will support program needs (Scope, p. 5-7)</td>
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<td>Bid sheet returned and complete (p. 21)</td>
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</tr>
<tr>
<td>Required forms returned and signed (Submission Format, p. 8)</td>
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</tr>
<tr>
<td>References (p. 22)</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**NOTE:** A composite grade will be given for the above criteria of 0-100.

1. Bid submissions will be reviewed by ETCOG/AAA staff to determine if bid submissions meet program needs and if Provider supplied requested information and required documentation as identified throughout the IFB document. In addition, ETCOG 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 and AAA program needs, and clients served.

2. A summary of the staff review will be presented to the Aging Advisory Committee (AAC) for review and discussion at a meeting date/time of their choosing.

3. Based ETCOG/AAA staff and AAC award recommendations, the Director of AAA will present the award recommendations to the ETCOG Executive Committee for final award approval.

AWARD TERMS

- ETCOG reserves the right to award all Vendors and Contractors who return bid submissions and may also at the sole discretion of ETCOG and AAA reject or eliminate any returned bid submissions without explanation; and shall continue in like manner until all returned bid submissions have been reviewed and awarded to best benefit ETCOG/AAA program needs and clients served.

- ETCOG reserves the right to ask Vendors and Contractors questions at any given time during the IFB staff review process to assist staff in determining if bid submissions sufficiently meet program needs to the benefit of ETCOG/AAA programs and clients served.

- ETCOG reserves the right to request additional information or clarifications from Vendors and Contractors and to allow corrections of non-material errors or omissions at ETCOG’s sole discretion.

- ETCOG and AAA reserve the right to request any and all documentation if warranted by law in the performance of an awarded contract to be provided at any given time throughout the IFB review process, contract or service agreement formation prior to signing and before meal delivery service to seniors begins.

- ETCOG and AAA reserve the right, where applicable to Provider type and service provided, to make site visits to Provider facilities during the staff review or at any time during the contract term.

- ETCOG and AAA reserve the right to renew any Vendor or Contractor contract or service agreement after the initial year in one-year increments based upon the availability of funds, not to exceed 5 years, if performance has been deemed satisfactory performance and all vested parties are in agreement.

AWARD NOTIFICATION

- It is expected a decision on selecting the successful Providers will be on October 1, 2020. (date subject to change)

- Upon award of successful Provider(s), notification will be sent to all Providers who responded to this IFB.
CONTRACT AWARD

a. All required documentation for the preparation of meals and delivery to congregate and home-delivered locations must be provided before contract or service agreement is finalized and before provider services may begin to be allowable for funding.

b. The award of any contract or service agreement resulting from this IFB process is contingent upon the AAA Title III and NSIP funds from the HHSC.

c. De-obligation of Funds: funding amounts may be reduced if the AAA does not receive adequate funding from any proposed funding source or if the provider fails to perform as set forth in Contract Agreement.

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

SECTION III. ETCOG GENERAL PROVISIONS

A. ETCOG reserves the right for any contract or service agreement resulting from this IFB to be contingent upon the continued availability of funding.

B. ETCOG reserves the right to select more than one Provider if deemed to best benefit ETCOG.

C. ETCOG reserves the right accept or reject any bid submission received, as well as, cancel the IFB at any time during the bid process due to unforeseen irregularities or due to low response or procurement needs not being met by submissions, as well as, modify or waive any provisions set forth in this IFB for any reason and all herein mentioned without notice to anyone if deemed in the best interests of ETCOG.

D. This IFB does not commit or obligate ETCOG to underwrite any costs incurred in the preparation of a response or in advance of the execution of a contract.

E. Conflict of interest is a serious issue. Providers may not hire ETCOG management or support staff, or policy board members that were involved in the evaluation and/or selection process under this bid submission. Providers must sign and submit Conflict of Interest form (Attachment B).

F. ETCOG reserves the right to have final say in the final terms of any potential service agreement or contract as a result of this IFB, to include but not limited to, any essential clauses or certifications in this IFB. The bid IFB must have original signatures of the person(s) having the authority to bind the organization to a contract or it may be rejected for non-compliance.

G. ETCOG reserves the right to claim ownership of any bid submitted in response to this IFB to be the property of ETCOG, and is not obligated to return bid IFBs, binders or exhibits to Providers.

H. Providers 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 Provider to seek an exemption from disclosure and file any necessary documents with the Attorney General.
I. 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.

J. All programs and employees under the auspices of ETCOG are in compliance with EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

K. Providers are required to adhere to the principles as set forth in the ‘ETCOG Customer Service Creed’, Attachment C, p. 24, whenever communicating or conducting business with ETCOG staff, contractors, sub-contractors, customers, or anyone else related to conducting business with ETCOG. To do otherwise may result in vendor performance issues.

L. Vendor performance is a serious concern; therefore, providers are advised and understand that non-compliance to contractual responsibilities and obligations resulting from this IFB will be subject to a formal ‘Vendor Performance Process’ that may result in cancellation of a contract and no allowed participation in any future bidding opportunities with ETCOG for a minimum of three (3) consecutive years or ever, depending upon the seriousness of the vendor performance infraction to be determined solely by ETCOG.

SECTION IV. ESSENTIAL CLAUSES AND CERTIFICATIONS

The following essential clauses and certification statements must be acknowledged and affirmed by original signature of an authorized official or representative with full signing authority to affirm Provider’s standing in regard to: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax, and furthermore, Provider must also be in full agreement and compliance of general essential clauses. Failure to return any pages requiring authorized signature(s) may cause the bid submission to be null and void.

Funding Out
Funding is contingent upon the continued availability of funds as appropriated by state and/or federal sources. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, Providers will not hold liable ETCOG for payment or damages other than payment owed to Provider for service already provided at the time of said notice.

Equal Opportunity
ETCOG is an equal employment opportunity employer. All programs under the auspices of ETCOG are equal opportunity entities. Any entities doing business with or on behalf of ETCOG and programs served must also be equal opportunity are expected to adhere to Auxiliary aids and services are available upon request to individuals with disabilities. Equal Opportunity Employer/Program Deaf, hard of hearing or speech impaired customers may contact Relay Texas: 800-735-2989 (TD) and 711 (Voice).

Drug-Free Workplace
Provider represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.
Non-Collusion
The undersigned respondent hereby certifies that he/she has made this independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this bid submission, with any other respondent or with any other competitor.

Non-Inducements
The undersigned respondent hereby certifies that neither he/she nor any employee, representative, or agent of the firm responding has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any Board or committee member, official, or employee of ETCOG or AAA staff with intent to secure favorable treatment in the awarding, amending or making of any determination with respect to the performance of any contract resulting from this IFB.

Abandonment or Default
If the successful Provider defaults on an agreement resulting from this IFB, ETCOG reserves the right to cancel the agreement without notice and either re-solicit or re-award to the next best responsive and responsible respondent. The defaulting Provider 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 either party, at any time, elects to terminate any contract or agreement resulting from this IFB, the intent to cease service must be done so with a 60 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, within a reasonable time period by AAA, to ensure seniors are protected from service interruption. The AAA may terminate with as little as 24-hour notice or immediately as determined by the Compliance with Vendor Responsibilities and Sanctions.

Proprietary or Confidential Information
Responses may include proprietary or confidential information. ETCOG and AAA will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.

Public Disclosure
No public disclosures or news releases pertaining to this IFB shall be made without prior written approval of the Board.

Liability for Property Damage
Successful Provider shall be liable for all damages to ETCOG owned, leased, or occupied property and equipment caused by Provider and its employees, agents, subcontractors, and suppliers, including delivery or cartage company, in connection with any performance pursuant to a Contract as a result of this IFB. The Provider shall notify ETCOG Contract Manager in writing of any such damage within one (1) calendar day.

Limitation on Authority; No Other Obligations
Successful Provider shall have no authority to act for or on behalf of ETCOG except as expressly provided for in a contract or agreement resulting from this IFB; no other authority, power, or use is granted or implied. Successful Provider may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of ETCOG.
Liability for Taxes
Successful Provider represents and warrants that it shall pay all taxes or similar amounts from any contract or agreement resulting from this IFB, including, but not limited to, any federal, State, or local income, sales, or excise taxes of successful Provider or its employees. ETCOG shall not be held liable for any taxes resulting from the Successful Provider executing the performance of any contract or agreement.

Antitrust
Neither Provider nor firm, corporation, partnership, or institution represented by Provider 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 IFB.

Conflict of Interest Questionnaire (Attachment B)
Chapter 176 of the Texas Local Government Code requires Providers and consultants contracting or seeking to contract with ETCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an officer of ETCOG or an officer’s close family member. The CIQ must be completed and filed with the bid/quote response if an employment or business relationship defined in the law exists.

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.

Force Majeure
Neither Provider nor ETCOG shall be liable to the other for any delay in, or failure of performance, of any requirement included in a contract resulting from this IFB 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.

Texas State Sales and Use Tax
Pursuant to § 2155.004, Government Code, a state agency may not accept a bid or award a grant to any individual not residing in this state or business entity not incorporated in or whose principal domicile is not in this state unless: the individual or business entity holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in this state or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

The undersigned (p. 20) authorized representative of the business entity being awarded a grant herein certifies that it (indicate the statement below that applies to your business entity):

---

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_______ Holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's, or entity's business in this state.

_______ Entity's business in this state does not sell tangible personal property or services that are subject to the state and local sales and use tax.

Texas Corporate Franchise Taxes
Pursuant to Article 2.45, Texas Business Corporation Act, State agencies may not award grants to for-profit corporations that are delinquent in making state franchise tax payments.

The undersigned (p. 20) certifies that the designation marked below applies to its business entity:

_______ The entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

_______ The entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

Lobbying
This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned (p. 20) certifies that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subgrant awards, subgrants, and grant awards under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters
This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).
The undersigned (p. 20), certifies that neither it nor its principals:

(1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.

(2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,

(4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.
SECTION V. SIGNATURE PAGE

Acknowledgement of Essential Clauses and Certifications – The Essential Clauses and Certifications are a material representation of fact upon which reliance is placed when entering into any contract or agreement resulting from this IFB. The return of these required documents signed with original signatures by an authorized representative of Provider are prerequisites for finalizing the award and must be returned with the bid submission. Failure to do so may deem a bid submission null and void, at the sole discretion of ETCOG and programs served.

Where the undersigned Provider is unable to certify to any of the statements above, a valid and just explanation must be attached, or bid submission may be rejected.

Affirmation of ETCOG Essential Clauses and Certifications - The undersigned certifies the indicated statements and essential clauses are true and correct and further understands that 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.

PROVIDER 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 _________________________

Typed Name and Title of Authorized Representative
ATTACHMENT A
AAA Multi-Services Meal Program 2020 IFB

BID SUBMISSION SHEET

Vendor/Contractor Name ____________________________________________________________

Contact Name ________________________________ Email ______________________________

PROVIDER TYPE: (please check the type of provider your firm is in the food industry)

☐ Food Service Distributor/Vendor (i.e. food items/goods, paper products, etc.)

_____ % AAA Program Discount (not required but may offer)

Details: Provide a current product list with bid submission, if able, or provide URL link to products. Designated delivery locations will be provided by AAA staff.

Note: Upon notice of award, detailed and complete ordering instructions and order forms (online or otherwise) must be provided to AAA staff.

____________________________________________________________________________

☐ Meal Preparation/Congregate Delivery $_____ Fee for Service
   (i.e. Restaurants, Churches, etc.)

Details: For nutrition providers serving congregate meals, the menus served must comply with the Dietary reference Intake and the Dietary Guidelines for American requirements. The service provider must not allow more than four hours to expire from the time of cooking or reheating of food is completed and the time the food is served to the program participant. Temperatures must be 40 degrees Fahrenheit or below for cold food items and 135 degrees Fahrenheit or above for hot food items.

____________________________________________________________________________

☐ Packaged Meals/Congregate & Home Delivery $_____ Fee for Service
   (i.e. packaged frozen/staple meals, etc.)

Details: Frozen and chilled meals shall meet the nutritional values required either using the Computer Nutrient Analysis or Texas Model for Menu Planning. Shelf-stable meals do not require refrigeration, are non-perishable and are usually provided as emergency meals and as an option for holiday meals.
ATTACHMENT B
REFERENCES

Please provide three (3) references, other than ETCOG or AAA, who can verify performance as a vendor/service provider/contractor. References from similar firms for whom your organization has provided similar or like services specific to this IFB is not required but will be considered a plus.

Reference One:
Company Name: ____________________________________________________________
Address: __________________________________________________________________
Contact Person/Title: _______________________________________________________
Phone: ______________________________ Email: ________________________________
Scope of Work Performed: __________________________________________________________________
Contract Period: ___________________________________________________________________

Reference Two:
Company Name: ____________________________________________________________
Address: __________________________________________________________________
Contact Person/Title: _______________________________________________________
Phone: ______________________________ Email: ________________________________
Scope of Work Performed: __________________________________________________________________
Contract Period: ___________________________________________________________________

Reference Three:
Company Name: ____________________________________________________________
Address: __________________________________________________________________
Contact Person/Title: _______________________________________________________
Phone: ______________________________ Email: ________________________________
Scope of Work Performed: __________________________________________________________________
Contract Period: ___________________________________________________________________
ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

NOTE: Write “N/A” if no CIQ relationship applies and sign below as verification

2 Check this box if you are filing an update to a previously filed questionnaire.
   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
   □ Yes □ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
   □ Yes □ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
   □ Yes □ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Revised 06/03/2016

Adopted 06/26/2007
CUSTOMER SERVICE

CREED

Look for a way to say "yes" to the customer within appropriate legal and ethical boundaries.

Strive to exceed customer expectations.

Listen to the customer first; confirm the message and facilitate a solution if requested by the customer.

Approach work with a positive attitude, always looking for ways to improve our service.

Be a candid, kind and encouraging member of the team.

Apply the 4-way test to the things we think, say, or do:
1. Is it the truth?
2. Is it fair to all concerned?
3. Will it build goodwill and better friendships?
4. Will it be beneficial to all concerned?

ORGANIZATIONAL

OBJECTIVE

ETCOG pledges all of its resources to be a solutions provider for our members and the citizens of the East Texas region.

Acknowledged and will abide by:

Signature of Company Official

Date