BID# AA-ASNMP20R

AAA SENIOR NUTRITION MEALS PROGRAM 2020 RFP
Fiscal Year 2020-2023

REVISED 7-2-20

Due Date/BID Opening: July 21, 2020

Time Due: 11:00 A.M. CDT

David A. Cleveland, Executive Director
Bettye Mitchell, Director of Area Agency on Aging
BID PARTICIPATION FORM
(form updated 6-25-2020)

RFP#/Name:  AA#ASNMP20R  AAA Senior Nutrition Meals Program 2020 RFP

If planning to submit a proposal for this RFP process, please complete this form and return once the ‘participation’ decision has been made to: patricia.hudspeth@etcog.org. Please do not return this form as part of your RFP submittal.

Important Option: Proposers may digitally submit a proposal, however, to do so you must email this form with the following information provided and return to procurement@etcog.org in order to receive an ‘access link’ to upload a proposal response.

Please provide the following information:

☐ Yes, the entity will return an RFP submittal based on the bid document received by:
  ☐ Emailed Bid Invitation  ☐ Web Posting  ☐ Legal-Ad  ☐ Other

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

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

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

PROPOSER INFORMATION:

Date: ____________________

Entity Name:______________________________

Contact Name:______________________________

Address:____________________________________

City:_________________________ State:_________________________ Zip:_________________________

Contact Phone: ________________ Fax: ________________________

Contact Email ________________________________
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SECTION I. GENERAL INFORMATION

INTRODUCTION

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. (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 within the counties served by AAA.

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 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
The purpose of this Request for Proposal (RFP) is to establish multiple providers and suppliers for the Senior Nutrition Program to provide nutritious hot lunchtime meals, deliver frozen and/or shelf stable meals and meal site supplies and products to our designated locations in the identified counties of Camp, Harrison, Marion, Panola, Rains and Wood to serve individuals who are sixty (60) years of age or older, or spouses/caregivers. Meals are delivered to homebound clients by paid staff and volunteers. ETCOG/AAA reserves the right to evaluate participating proposer’s products and services as they compare to other providers.

The Area Agency on Aging (AAA) may elect to award more than one contract per service area for the delivery of hot lunchtime meals, frozen meals and/or supplier 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.
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 from the time the contract is let and will continue through September 30, 2023 or in accordance to Section VIII. Essential Clauses and Certifications, Termination and/or End of Contract, (p. 16).

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

SECTION II. PROPOSAL INFORMATION AND REQUIREMENTS

PROPOSAL INFORMATION

A. Contractor Responsibilities

1. Deliver a shipment of meals daily for hot lunchtime meals to designated congregate meal sites.
2. Deliver pre-packaged frozen, shelf-stable meals and/or supplies and products in a timely fashion after receiving order request by AAA staff.
3. Deliver meals and supplies and products to the designated location only after the service is authorized by AAA staff.
4. Deliver only meals meeting the dietary requirements in 40 TAC §85.302(h).
5. Provide a separate monthly invoice (calendar month) for all meals and supplies and/or products delivered and provided for each AAA location in compliance with the AAA procedures for requesting reimbursement of meals.
6. Respond promptly to concerns of participants related to meals.
7. Provide orientation training to delivery personnel or volunteers based on 40 TAC §85.302(o) (1).
8. The PROPOSER acknowledges it has the knowledge, skills, resources, and abilities to provide the following required deliverables and services (Work) by the Proposer 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. Congregate Meals
   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. There are two types of congregate meals:
   - 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).

c. Home-Delivered Meals
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. There are two types of home delivered meals:

• 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).

B. AAA Responsibilities
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 nutrition site supplies using vendor recommended ordering system.
   d. 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.
   e. Maintain communication and correspondence concerning the program order status.
   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).

C. Proposal Terms
1. ETCOG/AAA reserves the right to evaluate participating proposer’s products and services as they compare to other providers.
2. The Area Agency on Aging (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.

3. 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.

4. 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 or in accordance to Termination and/or End of Contract terms.

5. RENEWAL - Renewal of any contract because of this RFP will be determined annually by satisfactory performance by successful proposer; and if both parties agree, the contractual agreement may be renewed in one-year increments, not to exceed 5 years.

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

7. PAYMENT – Payment terms are Net 30 upon receipt of invoice. All contracts negotiated because of this RFP will be cost reimbursement. A cost reimbursement contract is a contract format wherein all allowable costs detailed in the budget attached to the executed contract are reimbursed. Contractors are required to maintain documentation, which substantiates the expenditures for their invoice to be paid. The proposer shall have the fiscal capability to wait for their reimbursement of funds.

8. 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.

SECTION III. EVALUATION AND AWARD PROCESS

A. Review Process

1. Each proposal will be reviewed by the ETCOG staff for responsiveness to the RFP, reasonableness of service delivery, budgets and costs. The ETCOG reserves the right to make a site visit to review facilities or to validate the financial portions of the proposal by reviewing any and all of the proposer's current financial records.

   Summary information of each proposal will be presented to the Aging Advisory Committee (AAC) for review and discussion at a meeting date/time of their choosing.

   Based on ETCOG staff and AAC recommendations, the Director of the AAA will submit recommendations and comments to the ETCOG Executive Committee for final award approval at the August 6, 2020 meeting.

2. Proposal Presentation

   Proposers will be invited to make oral presentations of proposals before the AAC to take place at a date/time yet to be determined. Proposers will be contacted and provided more details when the meeting has been scheduled.

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

The AAC’s recommendations will be forwarded to the ETCOG Executive Committee for final contract award decisions.

B. **Review Criteria for Proposals**

   1. **Responsiveness to RFP (Weight = 20%)**

      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 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?

   2. **Cost Reasonableness (Weight - 25%)**

      The proposal will be rated on the overall costs effectiveness and efficiencies of the proposed program.

      a. Are rates consistent with those of other agencies that are providing similar services?
      b. Are unit rates realistic and reasonable?

   3. **Administrative Capability (Weight = 30%)**

      a. Does the proposal reflect that the proposing agency can administer these programs in an effective, efficient, and fiscally responsible manner? Are proposed services targeted to meet the federal and state guidelines for the Senior Nutrition Programs?
      b. Does the proposal include an appropriate quality assurance and process improvement plan?

   4. **Financial Capability/Responsibility (Weight = 25%)**

      Does the proposal reflect that the proposing agency is financially stable and capable of implementing the program and maintaining fiscal requirements and responsibilities?

C. **Contract Award**

   **Procedures for Awarding Contracts**

   1. **Procedures for Review and Evaluation of responses to RFP**

      a. The ETCOG staff reviews responses and evaluates proposals.
      b. The ETCOG staff presents a summary and recommendations to the AAC for discussion.
      c. The ETCOG and AAC recommends service provider(s) for consideration of contract award to the ETCOG Executive Committee.
      d. The ETCOG Executive Committee awards the contract(s) and grants authority to the Executive Director to execute contract(s).
Award Procedure

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

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

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

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

b. Availability of Funds: Multiple contracts may be awarded in amounts not to exceed the total budget of $275,000.

c. 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.

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

Award Letter

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.

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

Evaluation Criteria

<table>
<thead>
<tr>
<th>CRITERIA TABLE</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsiveness to RFP (Criteria 1, p. 8)</td>
<td>20</td>
</tr>
<tr>
<td>(minimum required: 15 pts.)</td>
<td></td>
</tr>
<tr>
<td>Cost Reasonableness (Criteria 2, p. 8)</td>
<td>25</td>
</tr>
<tr>
<td>(minimum required: 20 pts.)</td>
<td></td>
</tr>
<tr>
<td>Administrative Capability (Criteria 3, p. 8)</td>
<td>30</td>
</tr>
<tr>
<td>(minimum required: 20 pts.)</td>
<td></td>
</tr>
<tr>
<td>Financial Capability/Responsibility (Criteria 4, p.8)</td>
<td>25</td>
</tr>
<tr>
<td>(minimum required: 20 pts.)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>
REMINDER: A minimum of 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. The ratings will be based on the qualifications provided in this proposal by the closing date/time of the RFP.

AWARD TERMS

- It is expected the award term shall be from the time the contract is let to September 30, 2023, a three-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.

- Proposals will be reviewed for responsiveness and will be numerically rated by an evaluation team made up of AAA staff and Aging Advisory Committee members for best possible results.

AWARD NOTIFICATION

- It is expected a decision on the recommendation, or the selection of the successful Proposer will be made on August 6, 2020. (date subject to change)

- Notification of award results will be provided to all Proposers who submitted bid proposals.

- 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.

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Advertisement/Bid Release</td>
<td>Tuesday, June 30, 2020</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>Monday, July 6, 2020</td>
</tr>
<tr>
<td>Response to Questions Posted</td>
<td>Thursday, July 9, 2020</td>
</tr>
<tr>
<td>Bid Participation Form/Digital Cut-Off</td>
<td>Monday, July 21, (11:00 A.M. CDT)</td>
</tr>
<tr>
<td>RFP Submissions Due</td>
<td>Tuesday, July 21, 2020 (3:00 PM CDT)</td>
</tr>
<tr>
<td>Selection Process</td>
<td>July 23 – July 27, 2020</td>
</tr>
<tr>
<td>Staff Recommendation</td>
<td>Monday, July 27, 2020 (1:30 PM)</td>
</tr>
<tr>
<td>Aging Advisory Committee (AAC)*</td>
<td>Thursday, July 30, 2020</td>
</tr>
<tr>
<td>ETCOG Executive Committee</td>
<td>Thursday, August 6, 2020</td>
</tr>
<tr>
<td>HHSC Approval</td>
<td>Immediately</td>
</tr>
</tbody>
</table>

*Proposers may also make oral presentations at the AAC meeting.

SECTION V. SUBMISSION INFORMATION

DIGITAL SUBMISSION

Proposers have until the cut-off time of **11:00 A.M., July 21, 2020**, if not sooner, to return their ‘Bid Participation Form’ (p. 2) to procurements@etcog.org in order to participate in this RFP process.

When the above referenced participation form has been received by ETCOG, an ‘access link’ will be provided to Proposers to digitally upload their proposal at any time. The submitted proposal must be a ‘complete’ RFP submission with all related bid documentation, scanned or compiled, into a single PDF document. The deadline to upload a digital proposal is **3:00 P.M., July 21, 2020**, as referenced under Section II. RFP Timeline Schedule, RFP Due/Bid Open, (p. 10) of this RFP.
If a Proposer who has been previously provided an ‘access link’ fails to digitally upload a proposal by the bid opening time of **3:00 P.M., July 21, 2020** their digital submission will not be accepted and will remain unopened and will be treated as a ‘No-Bid’. *(Revised 2-2-20)*

The top page or ‘upload information page’ of the RFP must include:
- **Company Name** – (indicate the name of the company submitting the proposal)
- **RFP Name**: AAA Senior Nutrition Meals Program 2020 RFP
- **RFP Number**: RFP#ASNMP20R
- **Digital Submission Date Due**: July 21, 2020
- **Time Due**: 3:00 P.M. (CDT)

**HARD-COPY SUBMISSION**

1. Proposers are strongly encouraged to read the complete bid document and any related exhibits and attachments entirely to avoid last-minute preparation and to better improve submitting a thorough and complete bid proposal on time.

2. Proposers shall submit one (1) original hardcopy of the bid submission marked ‘Original’ along with ten (10) copies marked ‘Copy’ and must include one (1) electronic copy of the complete bid submission and any related bid documentation scanned or compiled into a single PDF document on a USB Flash Drive.

3. RFP submissions must be clearly identified on the outermost return envelope/packaging and received by 3:00 P.M., **July 21, 2020**, regardless if by mail, courier/delivery services, or hand delivered, at:

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

   **Write: Company Name, RFP# AA-ASNMP20R, July 21, 2020, 3:00 PM in bottom left-hand corner of the outermost Return Envelope/Package**

4. It is the Proposer’s sole responsibility to prepare, submit, and deliver or arrange delivery of the RFP proposal(s) with all required exhibits and materials to the designated location on or before the published submittal deadline.

5. ETCOG and AAA will not bear liability for any costs incurred in the preparation and submission of proposals in response to this RFP.

6. RFP submission deadline time will be determined by the ETCOG lobby clock.

7. Courier or delivery services may not deliver directly to the specified location; therefore, it is strongly recommended:
   - Proposers should allow sufficient time for delivery of proposal prior to the published deadline to the location specified above in Section V. Submission Information, Submission Instructions, 3., on this page.
   - Proposers understand failure to submit a proposal by designated deadline, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.
8. It is the Proposer’s responsibility to ensure any addenda or additional materials pertinent to their proposal be included in or with their RFP submission. ETCOG will not be held liable for missing addenda or materials at the time of the RFP Opening, and said addenda or additional materials will not be accepted past the RFP submission deadline date and time.

SUBMITTAL TERMS
1. It is the Proposer’s sole responsibility to prepare the RFP submission, whether digital or hard copy, with all required exhibits and materials included by or before the referenced ‘RFP Due/Bid Open’ deadline (p. 10).

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

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

4. It is the Proposer’s responsibility to ensure any addenda or additional materials pertinent to their proposal be included in or with their RFP submission. ETCOG will not be held liable for missing addenda or materials at the time of the ‘Bid Open’ (p. 10) and said addenda or additional materials will not be accepted past the bid opening submission deadline date and time.

5. ETCOG and AAA reserve the right to discern ‘errors and omissions’ for non-material issues and discoveries during the review process.

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 2020 RFP’ at https://www.etcog.org/procurements.

If problems obtaining this RFP are experienced, please request an RFP copy via email to Trish Hudspeth at: patricia.hudspeth@etcog.org.

PROPOSER COMMUNICATION
Upon issuance of this RFP, unless otherwise noted, employees and representatives of ETCOG and AAA 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 this formal competitive proposal process.

QUESTIONS – As referenced in Section IV., RFP Timeline Schedule (p. 10), Proposer questions are due by July 6, 2020. Proposer questions, requests and any inquiries for additional information regarding this RFP process must be emailed to Trish Hudspeth at: patricia.hudspeth@etcog.org. Verbal communications for clarification from ETCOG and program staff are not allowed and will not be addressed, with no exceptions. Failure to follow this directive may result in the rejection of a proposal.
RESPONSES – Proposers **must** go online at [http://www.etcog.org/procurements](http://www.etcog.org/procurements) and click on ‘AAA Senior Nutrition Meals Program 2020 RFP’ to retrieve responses to all questions asked, no earlier than **July 9, 2020**.

**Please Note:** Proposers who email questions will not receive a personal response to their question(s) and must retrieve staff responses online which is to the benefit of all Proposers. Therefore, it is the sole responsibility of Proposers to review the ETCOG website periodically for RFP responses to questions, RFP amendments and updates.

**SEALED PROPOSAL PROCESS:**

Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of ETCOG will not answer questions or otherwise discuss the contents of the RFP with any potential lessor or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for conducting business _unrelated_ to this proposal.

Furthermore, ETCOG reserves the right to a closed RFP process for proposal review/analysis and award recommendation procedures to the best interest of and best benefit to 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 Proposers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.*

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

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

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


**HUB BEST PRACTICES**

ETCOG shall comply with Historically Underutilized Business (HUB) programs to ensure small, disadvantaged, minority, and women owned businesses are considered as sources for acquisitions whenever possible by:

- Soliciting these businesses whenever they are potential sources;
- dividing total desired services into smaller components to permit maximum participation by these businesses when economically feasible;
- establishing delivery schedules that will encourage small, disadvantaged, minority, and women’s businesses to participate, if the requirement permits; and
- using the services and assistance of the Small Business Administration or the Minority Business Development Agency, as needed.
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/cmblhub.html](http://www.window.state.tx.us/procurement/cmbl/cmblhub.html);
- utilizing Web sites or other small, disadvantaged, minority, and women owned business directory listings maintained by local Chambers of Commerce;
- advertising subcontract work in local minority publications or contacting the contracting state agency for assistance in locating available HUB listings.

Definitions

A Historically Underutilized Business (HUB) is defined as a business formed for making a profit and is otherwise a legally recognized business organization under the laws of the state of Texas. At least 51% of the assets and interest and/or classes of stock and equitable securities must be owned by one or more economically disadvantaged persons who are United States citizens born or naturalized. The following are recognized by the State of Texas as having been economically disadvantaged because of their identification as members of the qualifying groups - Asian Pacific Americans (AS), Black Americans (BL), Hispanic Americans (HI), Native Americans (NA), and American Women (WO). These individuals must demonstrate active participation in the control, operation, and management of the daily business affairs of the company that is proportionate to their ownership interest. HUB businesses must have a permanent business office located in Texas where the majority HUB owner(s) makes the decisions, controls the daily operations of the organization, and participates in the business. Owners must be residents of the state of Texas and meet all other certification and compliance requirements. Out-of-state businesses are ineligible for state certification.

SECTION VI. PROPOSAL OPENING

Proposals will be received until the deadline date and time designated for receipt. Public attendance is allowed; however, RFP procedure will be adhered to in accordance with non-disclosure mandates. Submitted proposals shall be opened in a manner that does not disclose the contents before a contract is awarded. Only the names of the respondents who submitted proposals will be made public. Prices and terms will not be divulged until after an award has been finalized. ETCOG considers all information, documentation and other related submission materials to be confidential and/or proprietary before an award has received final approval. Attendees are asked to follow COVID-19 safety precautions while on-site at ETCOG.

- Telephone, email, and facsimile proposals are not acceptable in response to this RFP.
- All submitted proposals become the property of ETCOG after the RFP submittal deadline RFP 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 the ETCOG, whichever comes first.
- All programs and employers under the auspices of ETCOG follow EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.
SECTION VII. ETCOG GENERAL PROVISIONS

A. ETCOG reserves the right for any contract resulting from the RFP to be contingent upon the continued availability of funding.

B. ETCOG reserves the right to require oral presentations by any or all firms. In the event of oral presentations, a second matrix will be developed based on the selection criteria.

C. ETCOG may make a contract award without oral presentation and or discussion with firms after RFP responses are received by the ETCOG. Therefore, RFP responses should be submitted on the most favorable terms.

D. ETCOG reserves the right if only one or no proposal is received by ‘submission date’ to accept, reject, re-solicit, accept, cancel, and/or extend the RFP from original submission date, as needed.

E. ETCOG also reserves the right to accept, reject or negotiate proposals received, and to select the proposal it considers in its best interest based upon the requirements and descriptions outlined in this RFP; as well as, to vary or waive any provisions set forth in this RFP in the best interests of ETCOG and administered programs.

F. ETCOG reserves the right to request additional information and/or meet with representatives from responding Proposers to discuss submitted proposal, before and after RFP submission, all of which may be used in forming a recommendation for award and/or negotiation of a contractual agreement.

G. This RFP does not commit or obligate ETCOG to allow any costs incurred in advance of the execution of a contract.

H. ETCOG reserves the right to negotiate the final terms of any potential agreement or contract as a result of this RFP with Proposers, to include but not limited to, any essential clauses or certifications in this RFP. The proposal must have original signature of the person having the authority to bind the organization to a contract or it may be rejected for non-compliance. If a proposal which cannot be successfully negotiated will not be funded.

I. ETCOG reserves the right to claim ownership of any proposal submitted in response to this RFP to be the property of ETCOG, and is not obligated to return proposal responses, binders or exhibits to Proposers. The Proposer should not include proprietary information or trade secrets. Information submitted may be subject to disclosure under the Texas Open Records Act, it will be the responsibility of the Proposer to seek an exemption from disclosure and file any necessary documents with the Attorney General.

J. Conflict of interest is a serious issue. Proposers may not hire ETCOG management or support staff that were involved in the evaluation and/or selection process under this proposal. Proposers must sign and submit the Conflict of Interest Form (CIQ), Attachment B, p. 23.

K. In order to appeal the selection or evaluation of a proposal, the unsuccessful proposer must submit 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) shall be 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.

L. Proposers 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 and AAA staff, contractors, sub-contractors, customers, or anyone else related to conducting business with ETCOG and AAA. To do otherwise may result in vendor performance issues.

M. Vendor performance is a serious concern; therefore, proposers are advised and understand that non-compliance to contractual responsibilities and obligations resulting from this RFP may be subject to a vendor performance process that may result in cancellation of a contract and no allowed participation in any future bidding opportunities with ETCOG depending upon the seriousness of the vendor performance infraction to be determined solely by ETCOG.

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

SECTION VIII. ESSENTIAL CLAUSES AND CERTIFICATIONS

The following forms must be completed, signed, and included with Proposer’s RFP and Proposer must also be in full agreement and compliance of general essential clauses. Failure to return any pages requiring Proposer signature may cause proposal 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, Contractor will not hold liable ETCOG for payment or damages other than payment owed to Contractor 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. 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).

The Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

Drug-Free Workplace
Proposer represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

Conflict of Interest Questionnaire (Attachment F)
Chapter 176 of the Texas Local Government Code requires vendors 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 ETCOG officer's close family
member. The CIQ must be completed and filed with the proposal response if an employment or business relationship defined in the law exists.

**Non-Collusion**
The undersigned respondent hereby certifies that he/she has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this proposal, 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 RFP.

**Abandonment or Default**
If the successful Proposer defaults on an agreement resulting from this RFP, 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 proposer will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

**Termination and/or Contract End**
If either party, at any time, elects to terminate any contract or agreement resulting from this RFP, the intent to cease service must be done so with a 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 RFP shall be made without prior written approval of the Board.

**Buy Texas**
In accordance with Texas Government Code, Section 2155.4441, and 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.

**Change Management**
The Proposer agrees that the key personnel assigned to Contract shall remain available for the entirety of the project throughout the term of the Contract as long as that individual is employed by the Proposer unless ETCOG agrees to a change in key personnel.
Antitrust
Neither Proposer nor firm, corporation, partnership, or institution represented by Proposer or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

Liability for Property Damage
Successful Proposer shall be liable for all damages to ETCOG owned, leased, or occupied property and equipment caused by Proposer 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 RFP. The Proposer shall notify ETCOG Contract Manager in writing of any such damage within one (1) calendar day.

Limitation on Authority; No Other Obligations
Successful Proposer 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 RFP; no other authority, power, or use is granted or implied. Successful Proposer may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of ETCOG.

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

Force Majeure
Neither Proposer nor 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 RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic, government decree or order, 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 proposal or award a contract 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. 21) for the above individual or entity conditions, certifies they:

_______ Hold 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 does not sell tangible personal property or services that are subject to the state and local sales and use tax;

_______ Do 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 contracts to for-profit corporations that are delinquent in making state franchise tax payments.

The undersigned (p. 21) certifies the certification 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. 21) certifies:

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. 21) certifies 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 IX. PROPOSER 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 RFP. The return of these required documents signed with original signatures by an authorized representative of Proposer are prerequisites for finalizing the award and must be returned with the proposal. Failure to do so may deem a proposal null and void, at the sole discretion of ETCOG and programs served.

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

Affirmation 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.

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

________________________________________  ______________________
Signature                      Date

________________________________________
Typed Name and Title of Authorized Representative
ATTACHMENT A

REFERENCES

Please provide three (3) references, other than ETCOG, 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 RFP is a plus.

**NOTE:** Inaccurate, obsolete, or negative responses may result in rejection of quote submissions.

**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: ____________________________
## 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 06/29/2007
CUSTOMER SERVICE CRED

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