



REQUEST FOR PROPOSAL (RFP)
Congregate/Home-Delivered Meals and Transportation Services
2020-2023

RFP Number: HS-AAA.4-METR-2019-04

EVENT	DATE
DATE ISSUED:	Tuesday, April 23, 2019
QUESTIONS DEADLINE:	Monday, May 06, 2019 @ Noon Central
CLOSING DATE:	Friday, May 17, 2019 @ 3:00 p.m. Central
ESTIMATED CONTRACT START DATE:	October 2019

FORMAT: Please submit **one** (1) printed original signed in **BLUE** ink, and **one** (1) electronic copy in PDF format on USB drive

SUBMIT TO: Attn: Procurement
Houston-Galveston Area Council

Mailing address
P.O. Box 22777
Houston, TX 77227-2777

Physical/delivery
3555 Timmons Lane, Suite 100 (Mail Room/Print Shop)
Houston, TX 77027

Those responding to this solicitation may elect to either mail or personally deliver their proposals to H-GAC offices. H-GAC will not accept any proposals delivered by telephonic, electronic or facsimile means.

Proposals must be received by and opened on the date and time specified in this RFP as the Closing Date. H-GAC will date-stamp all proposals upon receipt. Proposals received after the deadline date and time will not be accepted. Respondents may submit their proposal to the H-GAC office any time prior to the deadline. The response opening is open to the public. Information regarding award can be obtained by public information request after award is made.

Please submit any questions regarding this solicitation in writing or by e-mail to the H-GAC Procurement office at purchasing@h-gac.com by the date and time specified in this RFP as the Questions deadline. Questions received after the deadline date and time will not be answered.

All clarifications to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind the Houston-Galveston Area Council. Only information supplied by a Letter of Clarification and posted to the H-GAC website should be used in preparing proposal responses. Any Letter of Clarification will be posted on the H-GAC website (<http://www.h-gac.com/procurement>) as soon as they are available.

H-GAC does not assume responsibility for the receipt of any Letters of Clarification by Respondent(s). Respondents should periodically check the website for updates.

Note: Submission must be signed by a duly authorized representative(s) of the respondent, which must be the actual legal entity that will perform the contract if awarded and any total fixed price contained therein will remain firm for a period of one-hundred eighty (180) days following the response due date and can be further extended by mutual written agreement.

Respondent is <u>REQUIRED</u> to sign (in blue ink) this <i>Signature Page</i> and return with the submitted proposal.	
Legal Name of Entity/Individual Filed with IRS for this Tax ID Number:	
Doing Business As (DBA) Name:	
Company Mailing Address:	
City, State, Zip Code:	
Billing Address (if different from company address):	
Tax ID Number (EIN):	DUNS Number (if applicable):
Contact Person:	Phone Number:
Email Address:	
Authorized Signature of the person authorized to bind your company to any contract/purchase order that may result from this Solicitation:	
Authorized Signature:	Date:
Printed Name:	Title:
Email Address:	

Submission of a response will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP. Respondents, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP at the time a response is submitted to H-GAC.

PART I – GENERAL INFORMATION

Organization Background

The Houston-Galveston Area Council (H-GAC) is the region-wide voluntary association of 133 local governments and local elected officials in the 13-county Gulf Coast Planning region of Texas. Local elected officials organized H-GAC in 1966 after authorization by State enabling legislation. Its service area is 12,500 square miles and includes more than 7-million residents. H-GAC is governed by a 36-member Board of Directors composed of local elected officials, who serve on the governing bodies of member local governments. All H-GAC programs are carried out under the policy direction of its Board of Directors. H-GAC's mission is to serve as the instrument of local government cooperation, promoting the region's orderly development and the safety and welfare of its residents. H-GAC is the regional organization through which local governments consider issues and cooperate in solving area-wide problems. Agency programs emphasize local government concerns, such as transportation, air and water quality, criminal justice, demographic analysis, mapping programs, and intergovernmental purchasing. H-GAC also serves its citizens through workforce development programs, services to the aging and elderly, and small business finance programs.

The Area Agency on Aging (Service Target Population)

The Area Agency on Aging (AAA) is responsible for managing the Older Americans Act (OAA) and other state funded programs to provide service that helps older individuals live full, healthy and productive lives. The target population are those individuals sixty (60) years of age and older (with special emphasis on those living in rural areas) with greatest social and economic need, including minorities, persons with severe disabilities, limited English speaking ability, and with Alzheimer's disease or related disorders. (See 42 U.S. Code (USC) Section 3026, and Older Americans Act of 1965, as amended).

Applicants will furnish services for all older persons; however, applicants will target services to eligible persons in greatest need. Targeting services: (1) ensures those in most need receive services, (2) reduces social and economic barriers, and (3) promotes personal independence for older persons. Service contractors will comply with the provisions on targeting contained in the OAA, as amended.

Program Aim

The aims of the Older Americans Act (OAA) Title III program are to secure and maintain maximum independence and dignity in a home environment for older individuals capable of self-care with appropriate supportive service; remove individual and social barriers to economic and personal independence for older individuals; provide a continuum of care for vulnerable older individuals; and secure the opportunity for older individuals to receive managed in-home and community-based long-term care services.

Objective/Purpose

The Houston-Galveston Area Council's (H-GAC) Area Agency on Aging, is soliciting contractors to provide Nutrition and Transportation Services for older persons living in the Texas Gulf Coast area.

Scheduled Time Frame

The performance period for this Older Americans Act program will begin on the date of the countersignature by the H-GAC Executive Director and will continue until September 30, 2020. H-GAC intends to award one or more contracts for the services requested under this Solicitation. The term of this contract will be for a period of one (1) year. H-GAC may, at its option, extend the contract for up to two (2) additional one-year terms. H-GAC reserves the right to extend and/or expand the scope of this contract, subject to H-GAC Board of Directors approval and/or additional funding availability.

Funding

Funding is through the OAA, as amended, and the Texas Health and Human Services Commission (HHSC). A fund pool of approximately \$3.4 million, is allocated for the services. The award of any contractor agreement, based on applications received in response to a Request for Proposals, is contingent upon H-GAC receiving adequate Federal and State funding.

HOUSTON-GALVESTON AREA COUNCIL / AREA AGENCY ON AGING**Fiscal Year 2020****Title III B & C Service Planning Figures**

County	Title III B Transportation Funds	Title III C 1 Congregate Meals Funds	Title III C 2 Home Delivered Meals Funds	Title III Total Funding
Austin	\$ 19,051	\$ 30,482	\$ 26,671	\$ 76,204
Brazoria	\$ 118,562	\$ 189,699	\$ 165,987	474,248
Chambers	\$ 18,713	\$ 29,941	\$ 26,199	74,853
Colorado	\$ 18,469	\$ 29,550	\$ 25,856	73,875
Fort Bend	\$ 243,935	\$ 390,295	\$ 341,509	975,739
Galveston	\$ 129,816	\$ 207,706	\$ 181,742	519,264
Liberty	\$ 37,182	\$ 59,491	\$ 52,055	148,728
Matagorda	\$ 23,377	\$ 37,403	\$ 32,728	93,508
Montgomery	\$ 166,161	\$ 265,858	\$ 232,626	664,645
Walker	\$ 25,865	\$ 41,384	\$ 36,211	103,461
Waller	\$ 19,443	\$ 31,109	\$ 27,220	77,772
Wharton	\$ 26,401	\$ 42,242	\$ 36,962	105,606
Total	\$ 846,976	\$ 1,355,161	\$ 1,185,766	\$ 3,387,903

Footnotes:

Allocation is based on Texas Health and Human Services Commission (HHSC) planning figures.

Funding Formula (($\$20,000$ Base) + (60+pop.) + (60+minority pop.) + (60+poverty pop.)) = Funding

Demographic Source: HHSC

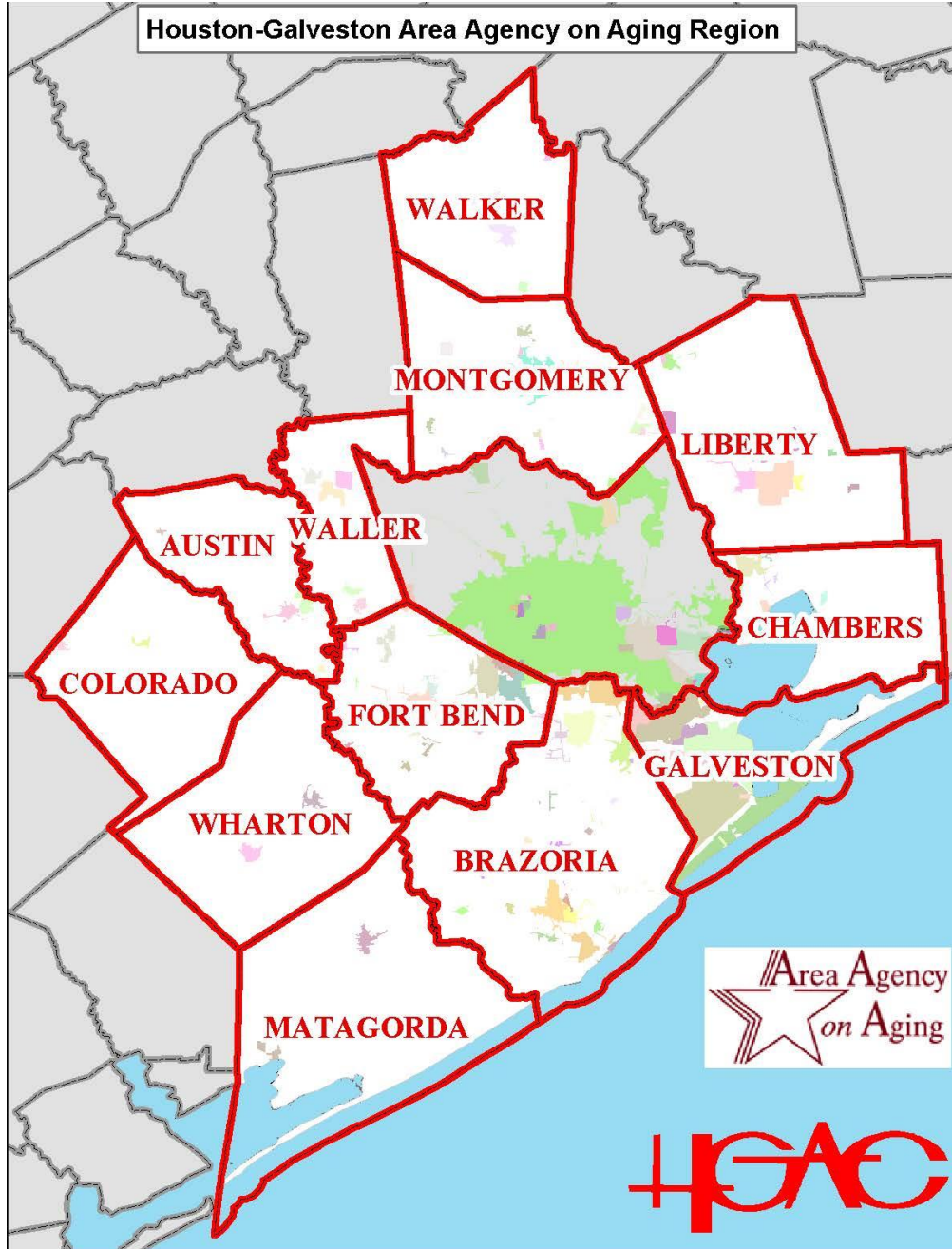
Funding Based on HHSC 2012 Population Projections

No Guarantee of Usage

H-GAC makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

Service Area

The service delivery area encompasses the following counties: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton. Harris County is not a part of this solicitation. **The Harris County Area Agency on Aging (HC/AAA) provides services in Harris County.**



PART II – SCOPE OF WORK

Contractor Eligibility and Experience Criteria

The Area Agency on Aging is soliciting proposals for businesses that have experience in providing direct consumer services and participant assessments. We are looking for businesses who meet the following criteria:

- Has been in business for at least (5) five years or have a contract with the State of Texas
- Maintain at least three (3) month's operating revenue
- Maintain insurance that protects the health and safety of clients and employees;
- Maintain bonding insurance on employees.

MINIMUM REQUIREMENTS

General Disaster Relief/Emergency Services

Service contractors are required to participate and play a role in disaster relief activities which meet the needs of the older individuals in planning for, during, and after natural, civil defense, and/or man-made disasters. Contractors located in a disaster affected area and/or located near a disaster area must participate in disaster relief efforts. (See Emergency Management under General Requirements) Types of disaster relief efforts include, however not limited to: Use of contractor's facilities, equipment, and vehicles, and/or meals. Contractors must maintain written policies and procedures to provide for the availability of facilities, vehicles and food for participants in emergencies and disasters. The written policies and procedures should make high risk older individuals a priority.

Refer to the OAA, Texas Administrative Code (TAC), Texas Health and Human Service Commission (HHSC), Texas Department of Health Service (TDHS), and Houston-Galveston Area Agency on Aging's (AAA) policies and procedures for additional information.

Satisfaction Survey

The contractor must regularly survey the consumer's satisfaction with the delivery and the quality of the services provided. Contractors must compile and analyze the clients' satisfaction results and use the results in the development of their annual outreach plan, include needs assessment, budget, and service mix considerations in the outreach plan and submit to H-GAC every fiscal year.

Service 1: Title III C Congregate Meals

Service Definition

A hot or other appropriate meal served to an eligible older individual which meets 33 $\frac{1}{3}$ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The OAA defines "liquid supplement" meals as those meals provided through a feeding tube to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance because of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment Consumer Needs Evaluation (CNE). The circumstance would dictate the follow-up.

Program Outcome

The service outcome is to promote better mental and physical health for older people through nutritious meals and socialization. Congregate nutrition services must be a part of a system of services to promote independent living for the elderly by serving as a focal point for services. Contractors should review carefully and adhere to the requirements of TAC. Other names used when referring to congregate meals are Title III C1, III C1, or C1.

Eligibility Requirements

Program participants must be sixty (60) years of age or older. The Older American Act (OAA) ensures nutrition services are made available to:

- The spouses of eligible participants who participates at the nutrition site, and
- individuals with disabilities who are not sixty (60) years of age or older but reside in housing facilities occupied by older individuals at which congregate nutrition services are provided.

The OAA also allows nutrition service contractors the option to offer a meal, on the same basis as meals provided to participating older individuals to:

- Individuals providing volunteer services during the meal hours, and
- Individuals with disabilities who reside at home with and accompany older individuals eligible to the congregate meal site.

Service Activities

- Provision of congregate meals
- Provision of ongoing nutrition education services-to include information and referral
- Access to congregate meal sites
- Health and nutrition education programs
- Recreational activities may also be provided by resources other than the Older Americans Act.

Documentation

A unit of service equals one (1) meal served in accordance with the Texas Health and Human Services Commission's (HHSC) Title III Nutrition Service Standards. The contractor must maintain official files containing information that identifies regular participants, documents eligibility, and gives procedures for emergency care. The contractor must use only the reporting and documentation forms provided by the AAA.

Service Delivery Forms (Provided by AAA)

The following documents will be required under the contract for all new and renewing Title III Congregate Meal participants. Participant forms **must be updated and submitted by the contractor to the AAA annually upon reassessment for existing participants.**

Form/Document	Contractor	Participant
Frequency of Submission	Monthly or as required for new clients and renewing	Annually for existing clients
Client Intake and Request Form		✓
Client Checklist	✓	✓
Client Request for Services	✓	✓
Participant Rights and Responsibilities	✓	✓
Nutrition Risk Screening	✓	✓
Client Information Release (as necessary)	✓	
Client/Service Change of Status (as necessary)	✓	
Monthly Invoice	✓	
Nutrition Education Sign-In Sheet	✓	
Service Delivery Log	✓	
Client Grievance and Participant Contribution Policies	✓	✓

Client Grievance and Participant Contribution Policies should be posted in the senior center and provided to the client during the Intake and Assessment process.

Frequency of Service

Meals must be served at least once a day, five days a week, and a minimum of 260 days a year, except in a rural area where such frequency may not be feasible. A contractor must request a meal waiver if they cannot provide a hot meal five-days a week, in their services area. A contractor is required to request a waiver if their nutrition program (all sites) are serving hot meals less than five (5) days a week in their service area.

The contractor must request a waiver from the Area Agency on Aging. The contractor's waiver must be requested prior to start of the fiscal year or before meal service begins. When a new Fiscal Year begins, contractors must request a new waiver. Once granted, a waiver is valid until the end of the Fiscal Year. When a new Fiscal Year begins, contractors must request a new waiver. The request for a waiver must include:

- Name of the contractor
- The name and description of affected area(s),
- What meals and days of the week meals will be provided
- The affected area, including county, city, and neighborhood if appropriate
- Condition making this request necessary.

Holiday Meal Delivery

Contractors are required to provide holiday meal(s) on or before the actual day of the holiday. Contractors should make holiday meals available to all eligible program participants. **The meals(s) must be counted and reported on the same day the client received them, not when they were intended to be eaten. Contractors must submit holiday schedule to AAA at start of contract.**

Disaster Relief/Emergency Meals

Contractors must furnish shelf stable meals for eligible participants effected by a disaster or emergency. A minimum of five (5) meals should be provided per delivery, particularly during hurricane season. Emergency shelf stable meals should be provided in advance to known weather related events. If possible, emergency meals should be provided to eligible participants pre and post disaster. Contractors should have the necessary storage space to supply the appropriate amount of shelf stable meals. Contractors will be reimbursed for emergency meals when the meals are delivered to eligible participants. Contractors will not be reimbursed for shelf stable meals purchased to meet their contracted service delivery performance goals. Contractors must maintain weather related documentation supporting the distribution of emergency meals. Examples of documentation are printed weather reports, disaster declaration, or emails from the State or the Area Agency on Aging.

Nutrition Education to Meal Recipients

The provision of information to older individuals to promote nutritional well-being and to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior. An education session is counted for each individual trained during the consumer assessment and annual reassessment.

Documentation

Contractors are required to provide older individuals nutrition screening and nutrition education, and nutrition assessment and counseling if appropriate, based on the needs of the meal participants.

The AAA, through its licensed nutrition consultant, will provide contractors with required Nutrition Education material, staff training, and Nutrition Education Sign-in Sheets. Contractors are required to provide program participants with Nutrition Education at a minimum annually, during the consumer assessment and reassessment. Contractors are required to submit Nutrition Education documentation to the AAA.

Nutrition Outreach Plan

A written nutrition outreach plan must be developed and implemented with emphasis on the preferred target group as defined in the TAC. Nutrition outreach service expenses should be included in budgeted costs for Congregate and Home-delivered meals.

Facilities Compliance

Contractors must follow procedures and maintain facilities that are following all applicable federal, state and local fire, health, sanitation, safety laws and regulations, and the Older Americans Act. All food preparation, handling, and service activities must comply with Texas Department of Health Services' (DHS) "Rules on Food Service Sanitation." The contractor must provide a copy of all required inspection results to the AAA within five (5) calendar days of receipt of the results.

Training

Contractors must provide at least one (1) hour of training to all staff and volunteers who serve and/or deliver meals. Contractors must provide new staff and volunteers with training within the first month of employment. Staff must provide training at least annually. This information must be provided before staff and volunteers assume duties and must include:

- Participant information confidentiality;
- Procedures used in handling emergency situations involving participants;
- Sanitary methods used in serving and delivering meals;
- General knowledge and basic techniques of working with persons who are aged and persons who are disabled; and
- Personal hygiene.

Service contractors must provide the following training to a staff or volunteers who are involved only in the administration of nutrition services before the staff person or volunteer assumes duties:

- Training described in the previous paragraph; and
- One (1) hour of training on the content and implementation of applicable forms, rules, procedures, and policies of HHSC, the AAA, and the service contractor relating to the administration or provision of nutrition services.

Contractors must provide at least two (2) hours of training to a food service supervisor before the supervisor assumes duties. Training topics must include:

- Personal hygiene;
- Food storage, preparation and service, including prevention of food borne illness;
- Equipment cleaning before, during, and after meal service;
- Selection of proper utensils and equipment for transporting and serving foods;
- Automatic and manual dishwashing procedures; and
- Accident prevention.

In addition to the training required in the previous paragraph, services contractors must provide at least six (6) hours of training for a food service supervisor no later than thirty (30) days after the supervisor assumes duties. Training topics must include:

- Practical procedures for food preparation, storage, and serving;
- Portion control of food in appropriate dishes;
- Use of standardized recipes;
- Nutritional needs and meal pattern requirements of older program participants to be served; and
- Quality control of:
 - flavor;
 - consistency;
 - texture;
 - temperature; and
 - appearance (including the use of garnishes).

Contractors must ensure their food service supervisor complies with 25 TAC §229.163 (relating to Management and Personnel).

Contractors must document the provision of training required by the above paragraphs of this section. The documentation must include the names of the staff person or volunteer being trained and the trainer; the topics covered; and the date, time, and length of the training.

Contractors must have an adequate number of staff persons available during the time congregate meals are provided who are certified in:

- a) first aid;
- b) cardiopulmonary resuscitation; and
- c) operating an automatic external defibrillator, if one is available.

Service 2: Title III C Home-Delivered Meals

Service Definition

Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The OAA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance because of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (Consumer Needs Evaluation). The circumstance would dictate the follow-up.

Program Outcome

The service outcome is to promote better health for homebound older persons who are eligible for nutritious home-delivered meals. Contractors should review carefully and adhere to the requirements of the TAC, HHSC, and the Area Agency on Aging, in the delivery of services. Other names for Home-Delivered Meals are Title III C 2, III C2, or C2.

Eligibility Criteria

Participants must be sixty (60) years of age or older and score a minimum of twenty (20) on the HHSC CNE. Eligibility must be based on an assessment of at least following: impairment in the ability to perform activities of daily living or instrumental activities of daily living; frequency of a person leaving his or her home or need assistance to do so; ability to prepare nutritious meals and shop for food, their nutritional risk, and financial resources available to the senior.

The Older American Act (OAA) ensures nutrition services are made available to:

- The spouse of an older person, regardless of age or condition, may receive a home delivered meal if, according to criteria determined by the area agency on aging, receipt of the meal is in the best interest of the homebound older person.

Service Activities

- Provision of home delivered meals
- Provision of ongoing nutrition education services in the home-to include information and referral
- Assessment of needs
- Appropriate referral to other services
- Other in-home services may also be provided by resources other than the Older Americans Act.

Documentation

A unit of service equals one (1) meal served in accordance with the HHSC Title III Nutrition Service Standards. The contractor must maintain official files containing information that identifies regular participants, documents eligibility, and gives procedures for emergency care. The contractor must use only the reporting and documentation forms provided by the AAA.

Service Delivery Forms (Provided by AAA)

The following documents will be required under the contract for all new and renewing Title III Home Delivered Meal clients. Participant forms **must be updated and submitted by the contractor to the AAA annually upon reassessment for existing participants.**

Form/Document	Contractor	Participant
Frequency of Submission	Monthly or as required for new and renewing clients	Annually for existing clients
Client Checklist	✓	✓
Client Intake	✓	✓
Client Needs Assessment (CNE)	✓	✓
Client Request for Services	✓	✓
Participant Rights and Responsibilities	✓	✓
Nutrition Risk Screening	✓	✓
Client Information Release (as necessary)	✓	
Client/Service Change of Status (as necessary)	✓	
Monthly Invoice	✓	
Nutrition Education Certification	✓	
Service Delivery Log	✓	
Client Grievance and Participant Participation Policy	✓	✓
Telephone Reassurance Log (if providing less than five (5) meals per week) See Telephone Reassurance Services (located on page 14).	✓	

Client Grievance and Participant Contribution Policies should be provided to the client during the Intake and Assessment process.

Frequency of Service

A Contractor must deliver at least one (1) home delivered hot, cold, frozen, dried, canned, or supplemental foods (with satisfactory storage life) meal per day and any additional meals for a minimum of 260 days a year, except in a rural area where such frequency is not feasible. A Contractor delivering less than one (1) meal per day must submit a waiver. See Wavier Requirements below. See OAA Part C – Nutrition Service, Subpart 2 – Home Delivered Nutrition Services, Section 336 (42 U. S. C. 3030f)

Holiday Meal Delivery

Contractors are required to provide holiday meal(s) on or before the actual day of the holiday. Contractors should make holiday meals available to all eligible program participants. **The meals(s) must be counted and reported on the same day the client received them, not when they were intended to be eaten. Contractors must submit holiday schedule to AAA at start of contract.**

Emergency Meals

Contractors are required to provide shelf stable emergency meals once during the fiscal year for all eligible program participants, particularly during hurricane season. Contractors must provide at a minimum five (5) shelf stables per delivery. The AAA requires that shelf stable emergency meals be provided to program participants by June 1, the start of hurricane season.

It is important that each senior center adhere to the provision schedule set by the AAA. Anything otherwise, is considered out of compliance.

Telephone Reassurance

The home delivered meal program is intended to provide contact to frail, isolated individuals as well as good nutrition. The Contractor will be required to describe how they will contact the client on a regular basis and describe the frequency. Telephone Reassurance is required for Contractors that provide at delivery a meal less than every other day. **Everyone must be contacted in person or by telephone at least three (3) times per week.**

Nutrition Waiver

If a nutrition Contractor serves a rural area where it is not feasible to deliver/provide a home delivered meal (5) five days a week, the Contractor must request a waiver from the Texas Health and Human Services Commission. The Contractor's waiver must be requested prior to start of the fiscal year or before meal service begins. Waivers are requested annually. Once granted, a waiver is valid until the end of the Fiscal Year.

Training

Meal contractors must provide meal staff and volunteers with training in the areas of:

- Client confidentiality
- Procedures used in handling emergency situations involving clients
- Personal hygiene and Sanitary methods used in serving and delivering meals
- First aid and CRP training
- General knowledge and basic techniques of working with persons who are aged or disabled
- Orientation in applicable HHSC, the Area Agency Agreement, rules, procedures and policies

Meal contractors must provide new staff and volunteers with at least one (1) hour of training within the 1st six (6) months of employment. Existing staff must provide training annually.

Service 3: Title III B – Demand/Response Transportation Services

Service Definition

Taking an older individual from one location to another but does not include any other activity. Demand/Response transportation is designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four (24) to forty-eight (48) hours prior to the trip.

- Provision of Demand/Response transportation services to carry older individuals from specific origin to specific destination upon request.

Program Outcome

Transportation services must provide access to needed services which maintain the independence and dignity of the elderly. Contractors must adhere to the requirements of the TAC in the delivery of services. Transportation is a Title IIIB service.

Eligibility Requirements

Clients must be sixty (60) years of age or older. Eligible participants must not be denied transportation services by any transit contractor, funded by the Older Americans Act, because they cannot afford to pay for and/or do not wish to contribute to the service.

The OAA **does not** allow transportation services to be offered to:

- A spouse or family member who is under sixty (60) years of age,
- An individual with disabilities who is under sixty (60) years of age and lives with an older individual, or
- An individual who is a paid caregiver assisting an older individual.

The OAA does allow individuals who are under sixty (60) years of age to financial contribute to transportation services or the service contractor may use funds from other funding sources.

Documentation

A unit of service is a one-way trip provided to an eligible person from one location to another. The contractor must maintain official files containing information that identifies regular participants, documents eligibility, and gives procedures for emergency care. The contractor must use only the reporting and documentation forms provided by the Area Agency.

Service Delivery Forms (Provided by AAA)

The following documents will be required under the contract for all new and renewing Title III Transportation clients. Participant forms **must be updated and submitted by the contractor to the AAA annually upon reassessment for existing participants.**

Form/Document	Contractor	Participant
Frequency of Submission	Monthly or as required for new and renewing clients	Annually for existing clients
Client Checklist	✓	✓
Client Intake	✓	✓
Client Request for Services	✓	✓
Participant Rights and Responsibilities	✓	✓
Client Information Release (as necessary)	✓	
Client/Service Change of Status (as necessary)	✓	
Monthly Invoice	✓	
Service Delivery Log	✓	
Client Grievance and Participant Participation Policy	✓	✓

Grievance Policy and Participant Contribution Policy should be posted in the vehicle and provided to the client during the Intake and Assessment process.

Service Delivery

Transportation services must be designed by transit contractors in accordance with the Americans with Disability Act of 1990. Transportation services must be provided to and from activities only as specified by the AAA.

Eligible trips include: trips for medical purposes, for essential shopping, and to the senior center. Title III funds must not be used to cover the costs of trips for recreational purposes outside the county where nutrition and in-home services are provided. Allowable trips, in order of priority are as follows:

- Medical Trips - any related trip including to doctor's office, dental appointments, hospitals, health clinics, ophthalmic visits, pharmacy, or any other essential medical purposes.
- Essential Shopping - includes grocery shopping, bill payment, public benefit offices, post office, employment, beauty and barbershops.
- Senior Center - trips to participate in services in a senior center including meals, nutrition education programs, physical fitness programs, health screening, volunteer opportunities, and recreational activities in the center.

Accident Reporting

The transit contractor must call the AAA the day of the accident and complete and file a HHSC accident report with the AAA and HHSC.

Training

Transit contractors must provide transit staff and volunteers with training in the areas of:

- Scheduling and dispatching
- Defensive driving
- Passenger handling and assistance
- First aid, and
- CPR training

Transit contractors must provide new staff and volunteers with training within the 1st six months of employment. Existing staff must provide training annually.

Service Reimbursement

H-GAC agrees to make payment to Contractors in the amounts and upon the terms and provisions set forth their contract. Contractors agrees to accept such payments as full compensation for services performed hereunder.

H-GAC will pay Contractors on a unit rate reimbursement basis for services rendered. Contractors agree to deliver specific services on an "at-risk" basis. Adjustments will be considered only in instances where a service provider suffers operating losses due to events over which they have no control, or reasonably could not have anticipated OR in instances where a service provider experiences significant excess revenues over operational costs due to unanticipated and/or unbudgeted additional resources or reductions in expenses due to a change in costs resources or reductions in expenses due to a change in cost allocation methodology. "At-risk" unit rates will not be adjusted to offset poor management planning. Any adjustment to an "at-risk" unit rate will be judged on its own merits.

Unit rates established by H-GAC shall not exceed rates or rate limitations established by Texas Health and Human Services Commission in its rules and regulations

Program Match Requirements

Contractors may use its allocation of Title III B and/or Title C funds to pay not more than 90 percent of the costs of providing services. At least 10 percent of the costs must be provided by the contractor, for each service. Contractors may provide more than a 10% match (over match) if they desire. This non-federal share must be a cash match. If enough cash is not available to meet the minimum 10 percent match requirement, a combination of cash and in-kind resources may be used to meet the match requirement.

Program match consists of two components local cash and in-kind.

- **Cash Match** – Cash match are funding the contractor typically receives from local funding sources and not federal or state funds. Examples of cash match are funds received from the United Way, county and city government, churches, foundations, bequests, donations, and fundraisers. Cash match must be reported to the Area Agency on Aging.
- **In-Kind Resource Match** – In-kind resources are commonly valuable space, vehicles, or volunteer hours donated. Contractors may use in-kind resources in-lieu of cash, if securing cash funds is not possible. The contractor must provide documentation showing that the cash match cannot be secured, and in-kind resources must be used. The contractor must provide documentation demonstrating how the in-kind resources value was determined.

Program Income

Program Income is a donation from program participants who received services. Contributions are used to increase services in the program area where they are donated. Contributions should be collected by contractors. Contractors should provide participants an opportunity to contribute. Participant contributions are voluntary and are not a condition to receive services. Participants should not feel coerced to contribute.

Post Award Meeting

H-GAC reserves the right to require the awarded respondent attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements. Awarded respondent and H-GAC will identify specific goals, strategies and activities planned for meeting program objectives.

PART III – SUBMISSION OF PROPOSAL

Submission of proposal will constitute acknowledgement and acceptance of all the terms and conditions contained within this RFP.

A. Instructions for Submission

Number of Copies - Please submit **one** (1) printed original signed in **BLUE** ink, and **one** (1) electronic copy in PDF format on USB drive in a sealed envelope bearing the assigned Project Number, located on the first page of the RFP.

Those responding to this solicitation may elect to either mail, or personally deliver the proposals to H-GAC offices. H-GAC shall bear no responsibility for submitting responses on behalf of any Respondent. Respondent(s) may submit their proposal to H-GAC any time prior to the stated deadline.

Submission by Mail

Respondents may mail proposals to:
Houston-Galveston Area Council
Attn: Procurement
P.O. Box 22777
Houston, TX 77227-2777

Submission by Hand Delivery

Proposals may be delivered by hand to the H-GAC offices Monday through Friday, 8:00 a.m. to 5:00 p.m. Central

Houston-Galveston Area Council
Attn: Procurement
3555 Timmons Lane, Suite 100 – (Mail Room/Print Shop)
Houston, TX 77027

Format- Proposal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.

Complete Submission- Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.

Packaging and Labeling- The outside wrapping/envelope must clearly indicate the RFP Title and date and time for submission. It must also indicate the name of the Respondent and the following statement:

"SEALED PROPOSAL - DO NOT OPEN IN THE MAIL ROOM"

Timely delivery of Proposals- the Proposal must be delivered by hand or sent to the Houston-Galveston Area Council through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP.

Late Proposals- the Respondent is responsible for ensuring on-time delivery of all submission requirements regardless of whether the delay is caused from the U.S. Postal Service, courier delivery services or any other act or circumstance. **Late proposals will not be considered and will be returned.**

PART IV - PROPOSAL CONTENTS

Proposals must include the information described below. Staff resumes, and any additional forms, should be included as an appendix to the submittal and do not count towards any section page limits noted below.

A. Summary Letter

This letter should include a summary of key aspects of the contractor's qualifications and should indicate the Respondent's commitment to provide the services proposed and certify that all statements and information prepared and submitted in the response to this RFP are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this RFP.

B. Signature Page and Key Contact Information

Submit completed and signed RFP Signature Page (located on page 2) and Key Contact Information Page (attachment J)

C. Proposer Application

Submit a completed application (Attachment I). The application should also state the service(s) you are intending to provide, include the requested amount of funds, AND statements that the organization: 1) has read and agrees to operate in compliance with respective statewide operating standards; 2) has an established organizational structure and is fiscally sound; 3) has sufficient staff that are competent and experienced (and appropriately credentialed, if applicable) in providing the intended service in the service area; 4) are able to initiate service operations.

D. Service Delivery Plan

Respondents must set forth a detailed plan for the proposed project including a program narrative and budget accurately reflecting service delivery activities which correspond to the amount of funds requested. The proposer must also submit signed compliance documents and statutory assurances which will govern program operations. In addition to submitting the above required information, proposers may be asked to submit additional information by the AAA during the RFP process or at any time during the fiscal year.

E. Budget and In-Kind Match/Unit Rate

The budget submitted establishes a fixed unit rate or cost reimbursement rate for each unit of service delivered. Monthly reimbursement received by a service contractor is based on the number of units provided in that month. Submit FY2020 budget workbook (Exhibit 1) and applicable completed in-kind match form(s) (Exhibit 2).

F. Financial Stability

Provide a copy of your annual report or the most recently audited financial statements, to include: income and balance statements for the most recent fiscal period which demonstrate at least three (3) month's operating revenue. If audited financial statements are not available, provide a formal business report from a third-party review. List pending financial issues that could impact your organization in any way in terms of fulfilling services under this response.

G. Responsibility and Qualifications

The project manager and other key staff members must be specified, and a clear indication given as to their involvement in the project. Brief resumes of staff members, including any field staff, should be included. Substitutions for essential personnel involved in the study will not be allowed without H-GAC's prior approval and resulting delays will be the responsibility of the contractor. H-GAC retains the right to request the removal of any personnel found, in H-GAC's opinion, to be unqualified to perform the work. (Maximum 10 pages)

H. Required Forms

Submit an original signature on all required assurances and data usage agreement listed as follows:

1. Data Usage Agreement (Att. A/Att. 1)
2. Affirmative Action Plan (Att. B)
3. Assurance of Compliance with the Department of Health and Human Services Regulation Under Title VI of the Civil Rights Act of 1964 (Att. C)
4. Department of Health and Human Services Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Att. D)
5. Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts and Grants (Att. E)
6. Reporting Abuse of Older Individuals (Att. F)
7. Confidentiality Certification - Older Americans Act Programs (Att. G)
8. Certification of Compliance with Child Support and Medical Support Enforcement (Att. H)
9. E-mail Invoice Authorization Agreement (Att. I)

I. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation located at www.h-gac.com/procurement (if subcontracts are to be let)

Complete the applicable part of the Form. Respondent must identify the small and minority businesses, women's business enterprises, and labor surplus area firms' participation level and the role that each small and minority business, women's business enterprises, and labor surplus area firm will have in the project implementation. Since small and minority businesses, women's business enterprises, and labor surplus area firms' proposed are considered part of the team, the Respondent must include all relevant information necessary to effectively perform the evaluation of the proposal as it relates to the submission requirements listed in this section. Nothing in this provision will be construed to require the utilization of any small and minority businesses, women's business enterprises, and labor surplus area firm that is either unqualified or unavailable.

J. Other

Submit any information the Respondent deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, and others. (Maximum 10 pages)

PART V – TERMS AND CONDITIONS

By submitting a proposal, respondent agrees that it has read and fully intends to comply with the terms and conditions contained in this solicitation document as applicable to any subsequent contract or funding agency requirements or agreements.

A. H-GAC Terms and Conditions

1. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.
2. All materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a proposal, are considered public information, unless otherwise noted in the proposal itself as a trade secret or proprietary information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. H-GAC is not responsible for the return of creative examples of work submitted.
3. H-GAC will not be held accountable if material from responses is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.
4. Contract Termination:
 - a. *Convenience*

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Consultant whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Consultant and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Consultant shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Consultant, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Consultant may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Consultant may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

b. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement so that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease, and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

B. Right and Privileges

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisitions Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to the Federal Rule above, when federal funds are expended by the Houston-Galveston Area Council, the Houston-Galveston Area Council reserves all rights and privileges under the applicable laws and regulations with respect to this agreement in the event of breach of contract by either party.

C. Anti-Competitive Behavior

Respondent will not collude, in any manner, or engage in any practice, with any other Respondent(s) which may restrict or eliminate competition or otherwise restrain trade.

D. Contact by Respondent

To ensure a fair and competitive environment, direct communication between H-GAC employees other than the RFP Contact or any party able to create an unfair advantage to Respondent or disadvantage to other Respondents with respect to the RFP process, or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Respondent(s) not selected for award ends with the conclusion of the protest period identified in the RFP document and for Respondents(s) selected for award ends with the Contract execution. This restriction does not apply to communications to other H-GAC employees during a Pre-Proposal conference or other situations where the RFP Contact has expressly authorized direct communications with other staff. A Respondent who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected in accordance with H-GAC Procurement Policy.

Respondent(s) will not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of the evaluation committee) for the purposes of influencing consideration of any proposal.

E. Updates to the Request for Proposal

Any changes, corrections, additions, or deletions made to this Request for Proposal will be posted to the H-GAC website (<http://www.h-gac.com/procurement>). It is the responsibility of Respondents to check the website for any possible changes.

F. Interpretation of Specifications

The specifications and/or product references contained herein are intended to be descriptive rather than restrictive. H-GAC is soliciting proposals to provide a complete service package which meets its overall requirements. Specific services and collection references may be included in this RFP for guidance, but they are not intended to preclude Respondents from recommending alternative solutions offering comparable or better performance or value. Results of informal meetings or discussions between a potential Respondent and H-GAC official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

G. Ownership of Materials

Ownership of all data, materials and documentation originated and prepared for H-GAC pursuant to this RFP and the resulting contract will belong exclusively to H-GAC.

H. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the Federal Rule above, Respondent certifies that during the term of the agreement, the Respondent agrees to comply with all applicable requirements as referenced.

I. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that it is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that during the Term of the Agreement, the Respondent certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Respondent shall immediately provide the written notice to the Houston-Galveston Area Council if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Houston-Galveston Area Council may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the Houston-Galveston Area Council knows the certification is erroneous.

J. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area firms (if subcontracts are to be let)

H-GAC has established a goal of **30%** small and minority businesses, women's business enterprises, and labor surplus area firm participation in its total annual third-party consulting opportunities. H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable.

K. Payment for Work

The consultant will submit monthly invoices based on work completed. Completed work is defined as meeting milestone project objectives as defined in the schedule that accomplishes the Scope of Work within the appropriate time frame. All the invoices must be accompanied by progress reports (text) and backup documentation.

L. Payment Terms

H-GAC's standard term of payment is Net 30 Days from the date of the invoice. If discounts for accelerated payment are offered, it must be clearly indicated in the proposal. However, agreements subject to funding from various sources could delay payment for at least ninety (90) days.

M. Conflict of Interest Questionnaire (If awarded a contract)

Chapter 176 of the Texas Local Government Code requires contractors and consultants contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions is located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf> H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. The CIQ must be completed and filed with a bid/proposal response if an employment or business relationship defined in the law exists.

N. Certificate of Interested Parties Form – Form 1295 (If awarded a contract)

Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

O. H-GAC Responsibilities

H-GAC is responsible for project administration and final decisions on all contractual matters. All responses to inquiries about the RFP and attachments will be posted on the H-GAC website as often as possible. Visit <http://www.h-gac.com/procurement> to access the RFP page. H-GAC has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to the contract award. H-GAC reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.

P. Title VI Requirements

The (Title of Recipient), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Q. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

R. Compliance with Federal Law, Regulations, and Executive Orders

Respondent’s attention is called to the fact that any contract between H-GAC and the selected respondent(s) will be subject to financial assistance contracts between the H-GAC and various State or Federal agencies. The contract to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The successful respondent will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations, including those regulations which must be documented in the proposal, as indicated the Proposal Contents section of this RFP. Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

S. Byrd-Anti Lobbying Amendment

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Respondent agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Pursuant to the Federal Rule above, Respondent certifies that during the term and after the awarded term of the agreement, that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and further certifies that:

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

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- (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 a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Respondent shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
 - (3) Respondent shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

T. Clean Air and Water Pollution Control Act

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Respondent certifies that during the term and after the awarded term of the agreement, that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

U. Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts

Respondent certifies that Respondent is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

V. Compliance with Energy Policy and Conservation Act

Respondent certifies that Respondent will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

W. Procurement of Recovered Materials

The Houston-Galveston Area Council and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

X. Copeland “Anti-Kickback” Act

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Y. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

Z. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

AA. Management Plans/Consortiums, etc.

Consortiums, joint ventures, or teams submitting proposals will not be considered responsive to this RFP unless they have demonstrated in a management plan that all contractual responsibility rests solely with one prime contractor or legal entity of the team. A duly authorized official of the prime respondent must sign the cover letter and other pertinent certifications.

BB. Insurance

Respondent must provide professional liability, general liability and property insurance in amounts in accordance with applicable State Statute or Federal Regulation sufficient to cover applicable contractual liability, protect program equipment, and facilities. Respondent must ensure that any owned, leased, or non-owned automobiles used in performance of any contractual agreement by Respondent's employees or agents are covered by sufficient automobile liability insurance. Respondent further represents to H-GAC that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for Workers' Compensation coverage under statute. All insurance certificates, policies, and binders must be maintained by Respondent at its program site for review by H-GAC at any time, and a copy must be provided to H-GAC upon contract award.

CC. Drug-Free Workplace

Respondent must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy upon contract award.

DD. Publicity

Any publicity released by the Respondent giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with pre-approval of H-GAC.

EE. Applicability to Subcontractors

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this procurement solicitation will be bound by the foregoing terms and conditions.

FF. Warranty and Copyright

Proposals must include all warranty information, including items covered, items excluded, duration, and renewability. Proposal must include proof of licensing if you are using third party code for programming.

GG. Assurances

Respondent agrees and must submit signed compliance documents and statutory assurances which will govern program operations. In addition, respondents may be asked to submit additional information by the AAA during the RFP process or at any time during the fiscal year.

HH. Accommodation Compliance

In compliance with Americans with Disabilities Act, H-GAC will provide for reasonable accommodations for persons attending H-GAC activities. Requests should be received by H-GAC twenty-four (24) hours prior to the activity.

II. Certification of Compliance with Child Support and Medical Support Enforcement

The State of Texas requires that all potential contractors certify compliance with the Texas Family Code, Subtitle D (Administrative Services), Chapter 231, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts, which requires the following certification: the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

JJ. Compliance with Section 504 of the Rehabilitation Act of 1973

The State of Texas requires that all potential contractors and their subcontractors certify compliance with Section 504 of the Rehabilitation Act of 1973, in regard to discrimination of the handicapped.

KK. Resolution of Protested Solicitations and Awards

Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Chief Operations Officer of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

The Procurement Program or Department Director responsible for the solicitation will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Program or Department Director is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

PART VI - EVALUATION AND SELECTION PROCESS

The process for evaluating proposals includes: (1) H-GAC Area Agency on Aging staff evaluation, (2) Evaluation and approval by the Aging Programs Advisory Committee (APAC) and (3) review and approval by the H-GAC Board of Directors.

An evaluation committee may consist of representatives from H-GAC Human Services Department, other departments of H-GAC and other stakeholders, and will score the proposal responses to the RFP in accordance with the evaluation criteria listed below.

Each criterion is given a weight totaling 100%, proposals are scored on a raw score scale of 1-5 and proposals are then ranked on the total of the weighted score. Responses with a minimum overall score of 75% are eligible to be considered for a contract award. Contract amounts will be determined during the contract negotiations after an award is made.

The evaluation committee reserves the right to contact respondents for clarification of information submitted and to contact references to obtain information regarding past performance, reliability and integrity.

A. Selection Process

Upon review of all information provided by Respondents, the evaluation committee will rank each proposal on the total score of the written proposal. H-GAC intends to select proposal(s) that best meets the needs of H-GAC, and other stakeholders to be determined. However, the Final approval and selection of award lies with the Board of Directors.

B. Contract Award

Evaluation and approval by the Aging Programs Advisory Committee (APAC), targeted date for this initial approval meeting is **6/20/2019**. A recommendation will then be presented to the H-GAC Board of Directors for approval to negotiate, and execute, a contract with the ranked Contractors in descending order. The targeted date for Board approval is **7/16/2019**. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all proposals as deemed in its interest.

C. Debriefing

Requests for a debriefing must be made in writing within one week of notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in selected ITBs or RFPs, to non-responsive or non-timely Respondents/bidders, or when all proposals/bids are rejected.

D. Oral Presentation/Demonstration and/or Interview

The evaluation committee reserves the right to request and require that each Respondent provide a final presentation of its proposal at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend presentations of any other Respondent. The purpose of the presentations is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation or demonstration.

E. Best and Final Offer

H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals. If H-GAC chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

F. Evaluation Criteria

Responsiveness to Proposal (Pass/Fail)

Proposal must be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria so as to make a recommendation to H-GAC officials. This includes a signed RFP signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; and demonstrated ability to meet the small and minority businesses, women's business enterprises, and labor surplus area firm participation, or a documented "good faith effort" provided, if subcontracts are to be let.

Experience and Capability (40%)

- Demonstrated education/experience in managing programs relative to the service proposed
- Demonstrated organizational stability
- Minimum of 5 years providing the service or proof of successful State of Texas contract

Objectives/Program Plan (30%)

- Demonstrated ability to serve the service area
- Effective and efficient service delivery plan

Fiscal responsibility (30%)

- Demonstrated three (3) month operating revenue
- Reasonable Unit Cost and Budget
- Fiscal management procedures
- Percentage of matching funds donated

PART VII – INSTRUCTIONS TO RESPONDENTS

A. Pre-Proposal Conference

A Pre-Proposal Conference will not be held for this solicitation.

B. Inquiries and Additional Information

Respondents can submit questions in writing by e-mail to Purchasing@h-gac.com by the date and time specified in this RFP as the Questions deadline. Questions received after the deadline date and time will not be answered.

No telephone inquiries will be accepted or considered. The Houston-Galveston Area Council will respond as completely as possible to each question. Questions and answers will be posted on the H-GAC website (<http://www.h-gac.com/procurement>) as soon as they are available. The names of prospective proposers who submit questions will not be disclosed.

C. Letter(s) of Clarification

All clarifications to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind the Houston-Galveston Area Council. Only information supplied by a Letter of Clarification and posted to the H-GAC website should be used in preparing proposal responses. Any Letter of Clarification will be posted on the H-GAC website (<http://www.h-gac.com/procurement>) as soon as available.

H-GAC does not assume responsibility for the receipt of any Letters of Clarification by Respondent(s). Respondents should periodically check the website for updates.

D. Examination of Documents and Requirements

Each Respondent will carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

Before submitting a Proposal, each Respondent will be responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this RFP. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFP.

E. Modification of Proposal (Before Submission Deadline)

Respondents may modify proposals that have already been accepted by providing a written modification to H-GAC. However, no proposals may be modified after the deadline for submission.

F. Non-Responders to RFP

If unable to submit a proposal, please advise in writing the reason for not submitting a proposal to: Purchasing@h-gac.com

PART VIII – CHECKLIST OF REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

Forms can be downloaded at: <http://www.h-gac.com/procurement>

- 1. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation Form (if subcontracts are to be let)
- 2. Signed RFP Signature Page (located on Page 2)
- 3. Data Usage Agreement (Attachment A/Attachment 1)
- 4. Affirmative Action Plan (Attachment B)
- 5. Assurance of Compliance with the Department of Health and Human Services Regulation Under Title VI of the Civil Rights Act of 1964 (Attachment C)
- 6. Department of Health and Human Services Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Attachment D)
- 7. Certificate Regarding Debarment (Attachment E)
- 8. Reporting Abuse of Older Individuals (Attachment F)
- 8. Confidentiality Certification - Older Americans Act Programs (Attachment G)
- 9. Certification of Compliance with Child Support and Medical Support Enforcement (Attachment H)
- 10. E-mail Invoice Authorization Agreement (Attachment I)
- 11. Key Contact Information Sheet (Attachment J)
- 12. Proposer Application (Attachment K)
- 13. Uniform Rate Negotiation Budget Workbook (Exhibit 1)
- 14. In-Kind Match Form(s) (Exhibit 2)

PART IX - REQUIRED FORMS IF AWARDED A CONTRACT

Forms can be downloaded at: <http://www.h-gac.com/procurement>

1. Conflict of Interest (if a conflict exists)
2. Verification of filing – Form 1295
3. Byrd Anti-Lobbying Certification
4. New Company Set-Up Form and Copy of W-9

This RFP does not commit H-GAC to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a response to this request. The response will become part of H-GAC's official files without any obligation on H-GAC's behalf. All proposals will be held confidential from all parties other than H-GAC, until after such time as a contract is awarded; then responses will be available as public records.