

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

**REQUEST FOR PROPOSAL
Older Americans Act Services
Under Title III
No: 2019-05**

**“REQUEST FOR PROPOSAL – Older Americans Act Services
Under Title III”**

ISSUE DATE: JUNE 7th, 2019

PROPOSAL DEADLINE: JULY 11TH, 2019 by 3PM



LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
301 WEST RAILROAD
WESLACO, TEXAS 78596
WWW.LRGVDC.ORG

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SECTION I: GENERAL INSTRUCTIONS

1.1 SOLICITATION SCHEDULE

Release date of Request for Proposal:	June 7 th , 2019
Pre-Submittal Conference	June 18 th , 2019, 2:00 P.M. CT
Last day to submit written questions:	June 24 th , 2019, 5:00 P. M. CT
Proposal Deadline:	July 11th, 2019, 3:00 P.M. CT

(Official time clock is LRGVDC phone system)

Project Begin Date: Upon Acceptance of Award

A Pre-Submittal Conference for interested applicants will be held from 2:00 P.M. to 4:00 P.M. on Tuesday, June 18th, 2019, at the LRGVDC Ken Jones Executive Board Room, Building B, 301 W. Railroad, Weslaco, Texas. Technical assistance will not be provided to applicant agencies in the development of a proposal in response to this request after the Pre-Submittal Conference.

1.2 AUTHORIZED AGENCY CONTACT

- Offerors may submit questions and inquiries via email only to lrgvdc@lrgvdc.org.
- No phone or in-person inquiries regarding the proposal shall be conducted other than at the pre-bid conference presentation and Q&A.
- Questions submitted in writing, via email will be answered within three business days.
- Inquiries, questions and responses shall be posted as addendums on LRGVDC website. Offerors should frequently check for any updates.

1.3 PROJECT SUBMISSION

All Bid Proposals shall be submitted via sealed envelope, displaying name of offeror and project title addressed to the following:

LRGVDC
301 West Railroad-Building "D"
Weslaco, Texas 78596
SEALED PROPOSAL
Older Americans Act Services
Under Title III
No: 2019-05

- Fax copies are not acceptable. Paper copies only, no CDs or removable memory devices acceptable
- LRGVDC Office Hours: Monday through Friday from 8:00 AM to 5:00 PM
(Office closed on Thursday, July 4th, 2019)

SECTION II: BACKGROUND INFORMATION

2.1 LRGVDC OVERVIEW

The Lower Rio Grande Valley Development Council (LRGVDC) is one of twenty-four (24) state planning regions and association of local governments formed under Texas Law to address issues and planning needs that cross the boundaries of individual local governments. The LRGVDC coordinates planning efforts, provides a regional approach to problem solving through cooperative action and provides direct services, when applicable. The designated geographical service area is the 3,643 square miles of Cameron, Hidalgo and Willacy Counties.

The LRGVDC is comprised of programs in the fields of economic development, public safety, transportation, environmental services and health and human services. Funding to support these programs originates from local, state, and federal sources. LRGVDC is governed by a twenty-seven (27) member Board of Directors of whom two-thirds are required to be elected officials of the designated boundaries.

The Lower Rio Grande Valley (LRGV) Area Agency on Aging, a department of the Lower Rio Grande Valley Development Council, is one of twenty-eight designated Area Agencies on Aging in the State. The Lower Rio Grande Valley Area Agency on Aging is also the designated Focal Point for the Region. Its statutory authority is the Older Americans Act of 1965, as amended. The service area encompasses the counties of Cameron, Hidalgo, and Willacy. The target population as designated by the Older Americans Act of 1965, as amended, is to serve those persons 60 years of age and older who are in greatest economic and social need, with particular emphasis on the rural, low-income minority elderly, and those with limited English proficiency. There are 239,433 persons age 60 and over in the Lower Rio Grande Valley region. Of those over age 60 years of age and older, approximately 55,493 have incomes below the federal poverty level and approximately 185,249 are minorities. It is estimated that approximately 47,887 have some limitation of self-care. Proposals that best meet the needs of the entire region, with special emphasis on the target population, will have the best chances for successful consideration.

2.2 PROJECT SUMMARY

The purpose of this Request For Proposal (RFP) is to solicit operating plans for services (**no equipment - do not include equipment in the request**) to persons age 60 and over and family caregivers under Title III of the Older Americans Act as Amended, and state general revenue funds. Organizations eligible to apply for funding under this RFP are private non-profit, private for-profit and local city/county governmental entities that have the capacity to meet the requirements of service delivery as specified according to Health and Human Services Commission (HHSC) Service Standards and Older American Act requirements.

- A. Private for-profit entities applying for funding under this RFP will require approval by the Texas Department of Health and Human Services prior to beginning of service delivery.
- B. Debarred or suspended parties are ineligible to apply for funding under federal regulations.
- C. Conflict-of-Interest: Area Agencies on Aging (AAA) and their governing Boards shall seek to avoid conflict of interests, in fact and perception, and provide proper notification when potential conflict-of-interest does occur.
- D. Secure and maintain maximum independence and dignity for older persons to remain in their own homes with appropriate support services.

- E. Organization must adhere to the LRGVDC-AAA service agreement (Attachment A) and all client intake and reporting requirements as stipulated by HHSC. Must maintain supporting documentation for information reported to Area Agency on Aging.

2.3 PROJECT SCOPE

The Area Agency on Aging of the Lower Rio Grande Valley (AAA) is designated by the Texas Health and Human Services Commission (HHSC) to be the focal point for services to persons 60 or older with the AAA's region. The AAA administers services funded by the Older Americans Act (OAA) with emphasis placed on frail, rural, low income and minority individuals. The Lower Rio Grande Valley Development Council is responsible for the area plan that identifies the need for the following.

1. Nutrition Services - includes congregate and home-delivered meals, nutrition outreach and nutrition education at a multi-purpose senior citizens' center and for participants receiving home-delivered meals.
2. Access Services - includes transportation.
3. Other Services - other services may be specifically contracted to include Caregiver Education and Training Services, Services for Grandparents raising Grandchildren, and Senior Center Operations. All services must address the need to provide an opportunity for older persons to be secure and maintain maximum independence and dignity in the least restrictive environment.

The following services will be acquired through the Area Agency's direct purchased services for case management clients:

- medical transportation
- homemaker services
- respite care
- health maintenance
- residential repair
- auditory aids

This list is not all-inclusive. The Lower Rio Grande Valley Area Agency on Aging will provide the following access and assistance services/activities:

- Care Coordination/Case Management
- Caregiver Support Coordination
- Caregiver Information Services
- Nursing Home Ombudsman
- Information, Referral and Assistance
- Legal Awareness/Assistance

The Area Agency on Aging is currently providing senior center operations in the following communities: Brownsville, La Joya, Los Fresnos, McAllen, Mission, Rio Hondo and Harlingen.

The current Nutrition Contractor provides personnel under Title III to nutrition sites in Brownsville (2 sites), Donna, Edinburg, Elsa, Harlingen, Mercedes, Mission, Pharr, Raymondville, San Benito, San Juan and Weslaco. Independent nutrition sites are Las Palmas, Lark and Palmview (McAllen), Port Isabel Service Center (Port Isabel), and Alton Senior Center (Alton).

The services listed above are provided under the Older Americans Act funds made available by the HHSC. Funds are allocated across the state by the HHSC according to a funding formula which includes the following criteria: 40% 60+, 10% 60+ minorities, and 50% 60+ low-income according to each region.

Other funds available to Title III include the following:

1. Nutrition Service Incentive Program (NSIP for Nutrition Services Only). NSIP funds are provided based on prior year meal served at approximately .73 cents per meal. These funds are to be used for purchasing meals in addition to Title III-C funds for the elderly.
2. Program Income. Title III program participants are encouraged to make a contribution towards services provided. These funds are then used to increase services in the area from which they were generated. Program Income cannot be used toward satisfying the program's matching requirements.
3. In-kind. Many contractors receive local contributions of volunteer time, free use of facilities or utility payment by local community supporters. This program could not exist without these valuable contributions. Acceptable In-Kind must be accounted under the related funded program.
4. The LRGVDC Area Agency on Aging will require of all Title III-B, Title III-C and Title III-D services a 15% cash and/or in-kind match. The LRGVDC Area Agency on Aging will require a 30% cash and/or In-kind match of all Title III-E Caregiver Programs. Funding for contracts will comply with the following:
 - 4.1 Availability of funds: Contracts will be awarded in amounts as determined appropriate for the service area in which the applicant agency intends to provide services and score rankings. The amounts are subject to funding by HHSC and may vary depending on the availability of state and federal funds. Grantees must match these funds as 15% or 30% of the total intended allocation or more depending on funding sources. Potential contractors are encouraged to maintain at least 30 days of operating revenue.
 - 4.2 De-obligation of funds: Contract award amounts may be reduced if the contractor fails to perform as set forth in the proposal and contract agreement.
 - 4.3 Re-obligation of funds. The Lower Rio Grande Valley Development Council reserves the right to re-obligate funds which have been recaptured as a result of contract default or reduction in service delivery based on procedures which are established in state and federal regulations.
 - 4.4 Reasonable Costs. All costs charged to contracts with the Area Agency on Aging must be necessary and reasonable for the service in which they are reported. The definition for reasonableness is:
 - a. costs within the constraints of sound business practices, current market rates, and arm's length bargaining;
 - b. consistent with actions a prudent person would take under similar circumstances.
4. All LRGVDC Area Agency on Aging proposed programs require a 15% or 30% (cash or in-kind) match. Contractor shall provide an additional amount of 5% of the amount funded not to exceed \$20,000 towards a local cash support on all contracts. The 5% matching must be remitted within 120 days to the Area Agency on Aging.

Questions:

Questions about the content in this Request for Proposals must be submitted to the LRGVDC no later than June 24th, 2019 by 5:00PM CST. Questions may be submitted by email to: lrgvdc@lrgvdc.org
Answers to questions submitted will be made available to the public on LRGVDC's website www.lrgvdc.org.

2.4 EVALUATION CRITERIA

Proposals will be selected based on the ability of each bidder to carry out all the requirements contained in this RFP. Incomplete or late proposals or those found to be default, in poor standing or reflective of questionable business/ethical practices will not be considered.

It is the intent of LRGVDC to enter into contractual agreements with the most qualified, responsible bidder whose bid is responsive to the invitation, meeting all qualifications necessary to complete the prescribed scope of work, with the greatest overall value to LRGVDC in terms of price and other enumerated factors such as project history, location registered, etc.

LRGVDC may award a contract of higher qualitative competence of over the lowest priced response seeking the best combination of expertise, experience and value.

Contents of applications submitted in response to this RFP will not be disclosed to anyone except to members of the Area Agency on Aging Administrative staff and Ad-Hoc Committee. All applications become public information upon completion of the contract award process. All proposals will be ranked according to the score earned during the review.

Proposals must address at least the following to be considered as meeting the submission criteria: a) service capacity; b) organizational capacity; c) geographical area to be served; d) cost effectiveness; and e) serving the target population.

The Area Agency Ad-Hoc Committee recommendations will be forwarded to the Advisory Council on Aging. The Advisory Council reviews these recommendations and forwards their recommendations to the LRGVDC Board of Directors for final contract award decisions.

Additionally, the following criteria shall be used to evaluate submissions:

- A. Service Capacity (maximum 30 points)
The maximum number of points that can be received for service capacity is 30. The proposal will be rated in terms of the degree of experience the provider has in the area of the proposed service/s, adequate description of proposed service/s, time-line to implement services, and the expected outcome of the proposed service(s).
- B. Organizational Capacity (maximum 30 points)
The maximum number of points that can be received for organizational capacity is 30. The proposal will be rated in terms of the organizations capacity to provide oversight of the project, organizations capability to submit and maintain fiscal and program reporting. Existing contractors will be rated according to their timeliness and accurateness of their current fiscal and program reporting and fiscal audits. This also included the capacity of the project staff to accomplish the stated service(s).
- C. Efficiency (maximum 20 points)
The maximum number of points that can be received for cost effectiveness is 20. Proposal will be rated in terms of its proposed ability to reach clients, provide services, and do so in a cost effective

manner. In evaluating proposals, the committee will consider such things as: the number of persons to be reached, number of units to be served, and the cost per unit of service.

- D. Geographic Area to be served (maximum 10 points)
The maximum number of points that can be received for geographic area to be served is 10. The application will be rated on the area to be served. Regional proposal will earn more points than citywide proposals.
- E. Targeting of Minority and Low Income Populations (maximum 10 points)
The maximum number of points that can be received for targeting of minority and low-income populations is 10. Point assignment will depend on the provider's efforts in serving minority and low income to the total proposed project. The target population as designated by the Older Americans Act of 1965, as amended, is to serve those persons 60 years of age and older who are in greatest economic and social need, with particular emphasis on the low income minority elderly.

2.5 CONTRACT AWARD

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

The LRGVDC Area Agency on Aging reserves the right to reject any or all proposals received in response to this RFP. Any costs incurred by the applicant agency prior to the commencement date of a contract may not be paid from contract funds, and will not be reimbursed by the Area Agency on Aging. Applicants must be capable of operating without Title III funds for up to 60 days.

The Area Agency on Aging may require the selected applicants to participate in negotiations and submit any price, technical or other revisions as may result from negotiations.

2.6 SERVICES AND REQUIREMENTS

Awards will be made for the following services:

Congregate and Home delivered meals; Support Services such as, but not limited to, Transportation, Senior Center Operations, and Caregiver Education and Training, as authorized by the Older Americans Act and included in the RFP packet.

Proposals may be submitted for any one or all of the services listed in the RFP. Proposals for services not listed will not be considered if such service is not an authorized service under Title III of the Older Americans Act. Proposals, which do not encompass the full range of activities for any one of the services, will not be considered.

Senior Center Operations proposals must indicate assurances that Senior Centers will provide the package of services required under this RFP. Those proposals for Senior Center Operations not willing to provide such services will not be considered for funding. Regional census data indicating the population to be served has been furnished.

A. Specific Service Requirements

1. Nutrition Services. Contract recipients must provide congregate and home delivered meals as a package to persons age 60 years and older and the spouses of those persons, regardless of age, with preference to serve those who are socially and economically disadvantaged. Nutrition services must meet the congregate and home delivered nutrition service standards of performance as issued by the Texas Health and Human Services and published in the Texas Administrative Code, 40 TAC 85.302, Title III Nutrition Service Standards. Meals must meet a minimum 33 1/3% of the Dietary Reference Intake (DRI) Requirements established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences; Comply with current Dietary Guidelines for Americans; and, to the maximum extent practicable, are adjusted to meet any special dietary needs of program participants. Meals must be delivered 250 days or more per year, 5 or more days per week to participants of congregate and home delivered meal programs. Contract recipients will be reimbursed for units of service provided on an "at risk" unit rate basis. Documentation supporting units provided is required prior to reimbursement. Data management funds may be budgeted as a separate budgeted item.

Provider must develop written procedures that provide guidelines for prioritization of home delivered meal clients; in an effort to reduce the waiting list.

2. Supportive Services. Supportive services must be provided to persons 60 years of age and older with a preference to serve those who are socially or economically disadvantaged. The following supportive service must meet the standards for those services as issued by the Texas Health and Human Services in the Texas Administrative Code.
 - 40 TAC 85.309 - Senior Center Requirements
 - 40 TAC 85.301- Transportation Service Requirements for the Elderly
 - 40 AC 85.302 - Nutrition Service Requirements
3. Attachment A – 2014 Service Requirements
Contract recipients will be reimbursed for units of service provided on an "at risk" unit-rate basis for those services identified as performance based-unit rated services. Documentation supporting units provided is required prior to reimbursement.

B. General Requirements Applicable to All Services:

The following requirements must be met if an applicant agency is awarded a contract for the services in the proposal.

1. Service Standards: All services shall be provided in accordance with standards as established by the Administration on Aging, the Texas Department of Aging and Disability Services and the Lower Rio Grande Valley Development Council.
2. Documentation: Written documentation shall be maintained to verify the provisions of all funded services. All client data must include demographic information as required by NAPIS, but is not limited to client intake, narrative, assessment, client rights and responsibilities, rosters, and sign-in-sheets. The release of medical information will be required only if the service requires to obtain such information and for referral purposes as applicable. The Area Agency on Aging will reserve the right to request copies of client intakes or any other documentation it deems necessary to monitor and assess program implementation.

3. Compliance: Contractors will comply with all applicable Federal, State, and local laws, regulations, standards, policies, and procedures. This includes health, fire, safety, building, zoning and sanitation laws, insurance, ordinances or codes.
 4. Non-Discrimination: Contractors shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.
 5. Confidentiality: Contractors shall have procedures to ensure that no information about an older person, or obtained from an old person, is disclosed in a form that identifies the person without the informed consent of the person or of his/her legal representative.
 6. Service Charges. A contractor may not charge a participant a fee in order to receive services, although contributions may be encouraged.
 7. Contributions for Services:
 Opportunity to contribute: Each contractor must provide documentation that clients have been given an opportunity to contribute to the cost of services as follows:
 - a. Provide each older person with a free and voluntary opportunity to contribute to the cost of service;
 - b. Protect the privacy of each older person with respect to any contribution;
 - c. Establish procedures to safeguard and account for all contributions; and,
 - d. Use all contributions to expand or maintain the service for which it was received.
 1. Contributions Schedules: Each contractor will develop a suggested contribution schedule. In developing a schedule, the contractor must consider the income ranges of older persons in the community and the contractor's other sources of income. Applicant must submit a copy of the established participant contribution policy.
 2. Failure to contribute: A contractor may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.
 3. Contributions as Program Income: Contributions made by eligible program recipients for Title III services received are considered program income and cannot be used toward satisfying program matching requirements.
- C. Drug Free Workplace: Potential service providers will assure that they are in compliance with federal and state requirements to operate in a drug-free environment.
- D. Grantees and sub grantees must not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.
- E. Means Tests: Contractor may not require an older person to disclose information about income or resources as a condition for receiving services but may obtain this information to better determine those in the greatest economic and social need. Contractors may accept a self-declaration of an individual's financial status, as a reasonable estimate regarding the status of

- social or economic needs of the individual concerned.
- F. Greatest Economic and Social Need: Contractors shall give preference in the delivery of service to older persons with greatest economic and social need, with special attention to the low income, minority, and elderly.

2.5 PROPOSAL SUBMISSION

REQUIREMENTS FOR SUBMISSION OF PROPOSALS

Interested parties should submit one (1) original, five (5) copies, and one electronic file version in MS Word or Adobe PDF formatting on a USB flash drive of their proposal, including all forms and required documentation which are due by **3:00 PM (CST), July 11th, 2019 to: Lower Rio Grande Valley Development Council, 301 W. Railroad, Weslaco TX 78596**. Proposals must be sealed and marked with the words “Older Americans Act Services Under Title III”. Faxed or emailed proposals will not be accepted.

THE PROPOSALS, EITHER MAILED OR HAND-DELIVERED, MUST BE RECEIVED BY THE LRGVDC MAIN OFFICE NO LATER THAN 3:00 PM on Tuesday, JULY 11th, 2019.

FAX COPIES WILL NOT BE ACCEPTED.

Proposals must be properly sealed and should have a notation on the face of the envelope:

ATTENTION: AAA-RFP DO NOT OPEN UNTIL Tuesday, July 11th, 2019 at 3:00 PM. The sealed proposals must then be submitted to the following address:

Lower Rio Grande Valley Development Council
Building D – Center for International Economic Development Opportunities
301 West Railroad Street
Weslaco, Texas 78596

The opening of the proposals will be made at the Lower Rio Grande Valley Development Council office, same address. Funding determinations will not be made at this time and applicant agencies do not have to be present.

Proposals received unsealed or submitted after the time and date specified will be returned to applicant agency and will not be considered for funding. The Area Agency will NOT seal proposals for applicant. Proposals must also be typewritten, complete and technically accurate at the time of submission. Each proposal will be reviewed as submitted. No modifications or technical corrections to proposals will be allowed after they are submitted. A proposal may be withdrawn from consideration for funding if applicant agency transmits such a request in writing to the Contact Person.

Applicant must submit 1 (one) original and five (5) copies of the proposal. Although all may be photocopies of an original, one (1) copy must have original signatures, and this copy must bear the notation "Original" written in the upper, right-hand corner of the cover sheet. Any difference between the "Original" and the copies are at the liability of the Applicant Agency. Applicant Agency may submit only one (1) copy of all assurances. Failure to submit the necessary copies will be considered as non-responsive to the Request for Proposal and may affect the score rating.

Proposals submitted on time become the property of the Area Agency on Aging. None will be returned to the Applicant Agency.

All firms shall include the following documentation in the proposal package:

Required Forms

The following items will be attached to the original proposal submitted to the Lower Rio Grande Valley Area Agency on Aging.

- A. List of current board members of corporate officers.
- B. Personnel policies and procedures, including job descriptions for all aging positions in your agency and agency grievance procedures.
- C. Certificate of fidelity bonding and liability insurance coverage.
- D. Inspection reports by Fire and Health Departments. If reports are not available, applicant agency must submit a statement regarding their unavailability.
- E. Signed Non-Conflict of Interest Certification
- G. Signed Non-debarment Certification
- H. Audit Information Sheet
- I. Signed Assurances
- J. Nutrition Services - Written procedures for prioritization of home delivered meal clients.
- K. Nutrition Services - Written procedures for reducing waiting lists.
- L. Emergency Plan for delivery of Services in case of an emergency.
- I) Submittal of proposal document
All information submitted for this proposal document, i.e. prices, brands, product numbers, any exceptions to the terms and conditions of this proposal, and the signature page, must be either typewritten or completed in permanent ink. Proposal received differently than in the manner described above will be rejected.

The LRGVDC may waive and/or disqualify any proposal not prepared and submitted in accordance with the provisions herein.

Proposals will be received by the designated LRGVDC staff member only at 301 West Railroad, "Building D", Weslaco, Texas 78596 until the time and date stated in the advertisement for proposals.

Any proposals received after the time and date deadline will not be considered.

Any proposals may be withdrawn prior to the scheduled time for the opening thereof.

Proposals must be submitted on the forms provided thereof by the LRGVDC. All blank spaces in the form shall be filled in, amount shall be stated both in words and numerals, the signature shall be longhand, and the completed form shall be without erasure, interlineations, alterations, or any conditions inserted by the offeror. Funding proposals must be **typed** and submitted in a form provided by the Lower Rio Grande Valley Area Agency on Aging which may be obtained by accessing the forms on the Lower Rio Grande Valley Development Council website at www.lrgvdc.org under the Procurement section. Forms may also be obtained by writing to at the address below or calling (956) 682-3481, ext. 148 or email at

mrojas@lrgvdc.org. Contact the office for the electronic budget sheets and assurances.

Proposals shall be valid for ninety (90) calendar days from proposal due date.

Proposals submitted via methods other than those indicated above will not be accepted.

Cost of Proposal Preparation:

It is the responsibility of the contractor to ensure that proposals are received by the specified date and time. Proposals received after the specific deadline will not be accepted.

Withdrawal or Modification of Proposals:

A modification to a proposal already received by LRGVDC shall be considered only if the modification is requested prior to the date/time for the submittal of final proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Any modification of the proposal or quotation, except a modification resulting from LRGVDC's request for a "best and final" offer, is subject to the same conditions.

Proposals may be withdrawn by written or fax request received from contractor prior to the date/time for the submittal of final proposals. Proposals may be withdrawn in person by a contractor or an authorized representative, if the representative's identity is made known and the representative signs a receipt documenting the withdrawal of the proposal.

No contractor may withdraw a proposal after the time and date for submittal of final proposals, unless the resulting contract award is delayed for a period exceeding seventy-five (75) calendar days from the deadline for receipt of proposals. LRGVDC reserves the right to request that the contractor grant an extension to the proposal validity period.

No consideration shall be given by LRGVDC to a claim of error in a proposal unless written notice of error and supporting evidence of such claim, including cost breakdown sheets, are delivered to LRGVDC within 48 hours of the opening of proposals. Any review by LRGVDC of a proposal and/or any review of such a claim of proposal error (including supporting evidence) imposes no duty or liability by LRGVDC to discover any other error or mistake, and the sole liability for any proposal error or mistake rests with the contractor.

Public Disclosure:

All information contained in the proposal may be subject to public inspection.

PROPOSAL EVALUATION PROCESS

LRGVDC will establish a committee who will assess and evaluate the proposals based on the contractor's approach and understanding of the scope of work and the potential value to LRGVDC.

Evaluation Criteria: Proposals will be reviewed for compliance with the requirements of the RFP. Those proposals which are incomplete or those which fail to address the elements identified in Section 2.3 will be rejected. Proposals will also be scored on the clarity and completeness of their submittals.

Evaluation Conference:

To aid in the evaluation process, after proposal opening, LRGVDC may require individual contractors to appear at a date, time and place determined by LRGVDC for the purpose of asking and answering questions to determine if interested entities have a full and complete understanding of the nature and scope of project. In no manner shall such action be construed as negotiations or an indication of LRGVDC's intention to award.

Proposals will not be publicly opened and will be kept strictly confidential until Contract is awarded.

SINGLE PROPOSAL PROCESS

If only a single proposal is received, LRGVDC may require the contractor to provide verification of cost/price reasonableness, which may include but is not limited to: a cost analysis or a price comparison between the proposed price and that of similar items, materials, supplies, and/or services to confirm that the proposal submitted price is fair and reasonable. If requested, the contractor shall provide the cost analysis or price comparison within seven (7) calendar days of the date request. LRGVDC reserves the right to reject or accept the proposal submitted on the basis of verification of price reasonableness.

AWARD

LRGVDC shall evaluate all proposals submitted and determine which proposal submittal is in the best interest of the agency. AAA, at its sole discretion, reserves the right to accept or reject any and/or all proposals submitted and to waive minor informalities and irregularities to serve the best interest of the LRGVDC and AAA. LRGVDC may enter into a contract with the successful Qualifier within ninety (90) calendar days of the closing date or may extend this time frame or exercise the right to reject all proposals.

2.6 MODIFICATION OF PROJECT CONTENT

Changes in state and/or federal legislation may result in a requirement to re-negotiate contracts at any time prior to or during the contract period. Substantive changes to project content, procedures or budgets during the life of the contract may be accomplished by negotiating these modifications with the Lower Rio Grande Valley Area Agency on Aging. The Area Agency on Aging will pursue any necessary and appropriate contract modifications should legal or other changes occur in the project that significantly alter the original terms of the contract. No further solicitations of proposals will be required in such cases.

2.7 APPEALS PROCEDURE FOR UNSUCCESSFUL APPLICANTS

A. General

The rules of the Texas Health and Human Services, published as 40 TAC, 81.17 will be used as the appeals process for all disputes and appeals of all unsuccessful applicants. They are summarized in this section.

B. Right to Appeal

Any service provider or applicant to provide services whose application under an area plan is denied has a right to appeal such action, according to the rules of the Texas Health and Human Services, 40 TAC, 81.17.

C. Notice of Appeal

A petitioner must give notice of appeal to both the area agency and the Texas Department of Aging and Disability Services within ten (10) days after it receives the area agency's action letter. The notice of appeal must be in writing and must state with specificity the grounds upon which the action is appealed and all grounds upon which the petitioner refutes the agency's action letter. The request must include (1) a copy of the agency's action letter; (2) the dates of all relevant actions; (3) the names of individuals and organizations involved in the action appealed from; (4) a citation to any provision of the Older Americans Act or regulations believed to have been violated by the Area Agency on Aging in taking the action appealed from; and (5) a certified copy of the resolution by which, or of the minutes of the meeting at which, the petitioner's governing body by majority vote of a quorum authorized the appeal and designated one or more persons to represent it during the appeal.

D. Informal Disposition

Upon receipt of a notice of appeal, the Area Agency on Aging and petitioner shall attempt to informally resolve the dispute that is the subject of the appeal. If the dispute is resolved, both the

area agency and the petitioner will notify the Texas Department of Aging and Disability Services, in writing, of the resolution. If the dispute cannot be resolved informally, the area agency will notify the Department of this fact, in writing, within fifteen (15) days after it receives the notice of appeal.

E. Submission of Appeal

At the same time, the area agency notifies the Department that the dispute cannot be informally resolved, the Area Agency on Aging will furnish the Department with copies of all pertinent documentation as is required by the Department, together with a concise statement identifying each remaining disputed issue, the Area Agency on Aging at this time may also respond in writing to the petitioner's appeal notice. The Area Agency on Aging will furnish a copy of its issue statement and response, if any to the petitioner. Within ten (10) days after receiving the issue statement and any response from the Area Agency on Aging, the petitioner may reply to either or both, furnishing a copy to the Area Agency on Aging.

F. Final Decision

The final decision for such appeals shall be made by the Texas Department of Aging and Disability Services. The decision will be based solely on the record. The Department will not substitute a judgment for that of the Area Agency on Aging as to the weight of the evidence on matters committed to the Area Agency on Aging's discretion. The Department's decision will affirm the action appealed from unless it is unlawful, arbitrary, or not reasonably supported by the substantial evidence in the record. The Assistant Commissioner of the Texas Department of Aging and Disability Services Division of Access and Intake will render a final decision on the appeal in writing within 75 days after receipt of the notice of appeal. The department will send a copy of the final decision to each party by registered or certified mail, return receipt requested, within three days after it is rendered.

SECTION III: PROPOSING CONDITIONS

3.1 Proposal Submission

Interested parties should submit one (1) original, three (5) copies, and one electronic file version in MS Word or Adobe PDF formatting on a USB flash drive of their proposal, including all forms and required documentation which are due by **3:00PM (CST), July 11th, 2019** to: Lower Rio Grande Valley Development Council, Building D, 301 W. Railroad, Weslaco, TX 78596. Proposals must be sealed and marked with the words **“Older Americans Act Services Under Title III”**. Faxed or emailed proposals will not be accepted.

3.2 Status of Information

The LRGVDC shall not be bound by oral or written information released prior to the issuance of the bid. All inquiries regarding this application must be submitted in writing via email to lrgvdc@lrgvdc.org.

Offerors are advised that from the date this bid is issued until the award of the contract, NO contact with personnel and/or Governing Body related to this solicitation is permitted, except as authorized such as email inquiries or scheduled pre-bid conference.

3.3 Qualifying Conditions

The Contractor shall warrant to LRGVDC, its successors, and assignees that the title to the material, supplies, and/or equipment covered by the Contract, when delivered to AAA or its successors or assignees, shall be free from all liens and encumbrances.

LRGVDC shall assume risk of loss of the equipment on delivery to 301 W. Railroad, Weslaco, Texas. Prior to this delivery or release, the Contractor shall have the risk of loss of the equipment, including any damages sustained during shipment.

This Contract shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the Scope of Work or compensation shall be mutually agreed upon between LRGVDC and the Contractor as outlined below.

LRGVDC Executive Director may at any time, by a written order and without notice to the sureties, make changes within the general scope of the final Contract as related to this bid document in the list of work described in these specifications. Increases or decreases in compensation shall be allowed for such changes in work according to the method defined in the Terms of Payment Section. Any claim by the successful bidder for adjustment under this clause must be asserted within 30 days of the date of receipt by the successful bidder of the notification of change, provided, however, that if LRGVDC Executive Director decides that the facts justify such action, LRGVDC may receive and act upon any such claim asserted at any time prior to final payment under the Contract.

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or the Contractor's right, title, or interest in or to the same or any part thereof without previous consent in writing of LRGVDC Executive Director endorsed thereon or attached thereto. If Contractor should find it necessary to assign the contract to another party or entity, the assignment must be completed upon and by mutual agreement by Contractor and the LRGVDC. Contractor must understand new, assigned party's billing and payment processes, and may need to do a reasonable credit check.

LRGVDC will pay to the Contractor, at the times and in the manner herein provided, the price(s) set forth in the Contract for the work furnished pursuant to the contract documents, and the Contractor agrees to accept said sum(s) as full and final payment for all labor, materials, supplies, equipment, transportation, overhead, profit, taxes, duties, and charges of any nature incurred by Contractor in performing its obligations under the Contract or arising there from.

Bid prices quoted are to be quoted on an FOB destination basis at 301 W. Railroad, Weslaco, Texas. Therefore, bid prices shall include all freight charges. Upon completion of work specified in the Contract, the Contractor shall submit an original invoice detailing the quantity and material supplied.

Availability of Funds

LRGVDC has adequate funds to meet its obligations under this Agreement during the current fiscal year and intends to maintain this Agreement for the full period set forth. LRGVDC has no reason to believe that lack of funding will render it unable to fulfill the financial commitment due under the terms of this Agreement. It shall be understood that the availability of funds depends upon varied sources, including governmental funding. If LRGVDC, at any time, fails to have adequate funds to provide all or a portion of the service described in this Agreement, the obligations under this Agreement are suspended on the date the vendor is notified of such occurrence. The suspended obligations will become binding and enforceable from the date adequate funds are appropriated, regardless of the funding source.

This Contract shall be governed by the laws of the State of Texas, and any action brought in regard hereto shall be brought in Hidalgo County, Texas. Should any legal action, litigation, or arbitration become necessary, the non-prevailing party shall pay any and all fees.

LRGVDC's officers, employees, agents, or any family members of same shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-

agreements.

The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors, and the employees thereof shall not in any manner be deemed to be employees of LRGVDC.

As such, the employees of the Contractor, its contractors, and subcontractors, shall not be subject to any withholding for tax, social security, or other purposes, nor shall such Contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation or the like from LRGVDC.

The proposal shall state whether the offeror is a corporation or co-partnership, and, if a corporation, under the laws of what state and have the corporate seal affixed. If a co-partnership, the full name or names of all interested parties.

The successful offeror shall submit a certificate of incorporation in the state of Texas or proof of authorization to do business in the State of Texas.

The Contractor shall procure and maintain insurance for the duration of the contract. Entities that self-insure must maintain this insurance for the duration of the contract.

The Contractor shall indemnify and hold the LRGVDC harmless.

Either party shall not be liable for any failure of or delay in the performance of an agreement that results from this opportunity for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to, acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

3.4 Taxes

As a municipal corporation, LRGVDC is exempt from federal excise taxes. Federal Exemption Certificates will be furnished if so requested.

Unless otherwise provided in the contract documents, the Contractor shall pay all sales, use, and similar taxes which are legally enacted at the time bids are received and shall secure and pay for all permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the work.

3.5 Indemnification

To the extent of Contractor's negligence or willful misconduct, the Contractor shall indemnify, keep, and save harmless LRGVDC, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons, including Contractor's employees, or damages to property that may occur in the course of the performance of the Contract by the Contractor, whether or not it shall be claimed that the injury or damage was caused by the negligence of LRGVDC, its officers, employees, or agents. Contractor shall, at its own expense, defend any and all such claims, including, but not limited to, payment of all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

If the injured claimant is one (1) of Contractor's employees, Contractor agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW. This indemnification clause has been mutually negotiated by Contractor and LRGVDC.

3.6 Duty to Inform

If at any time during the performance of this Contract, or at any time in the future, Contractor becomes aware of actual or potential problems, fault, or defect in the project, any nonconformance with any contract document or federal, state, or local law, rule, or regulation or has any objection to any decision or order made by LRGVDC, Contractor shall give prompt written notice thereof to LRGVDC. Any delay in or failure on the part of LRGVDC to provide a written response to Contractor shall neither constitute agreement with or acquiescence to Contractor's statement or claim, nor constitute a waiver of any of LRGVDC's rights.

3.7 Notices

All notices required to be given under the contract shall be in writing and may be delivered personally or by regular, registered, or certified mail to LRGVDC's Project Manager as specified in the Contract.

3.8 Defective or Damaged Work and Damages

If any work is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished, including transportation charges for the same, plus the labor for the removal of said parts, shall be free of all costs to LRGVDC. If LRGVDC finds it necessary to perform any work on any equipment which should have been done by the Contractor within the intent of these specifications, the Contractor agrees to reimburse LRGVDC all costs incident thereto, including materials, labor, and overhead.

If the Contractor shall fail to comply promptly with any order by LRGVDC to repair, replace, or correct damaged or defective work, then LRGVDC Executive Director shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or become due to the Contractor.

All loss or damage arising from any unforeseen obstructions or difficulties, either natural or artificial, which may be encountered in the prosecution of the work or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to the final acceptance of the work or the supply of materials or equipment or from any act or omission not authorized by the Contract or by the Contractor or any agent or person employed by the Contractor, shall be sustained by the Contractor.

Acceptance of any equipment or components shall not release the Contractor from liability for faulty workmanship or materials appearing, even after the final payment has been made. LRGVDC reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship, which do not conform to the specifications. However, LRGVDC is under no duty to make such inspection and if no such inspection is made, the Contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications.

3.9 Warranty of Work

The Contractor warrants to LRGVDC that all materials, equipment and services furnished under this Contract will be of the highest quality and new unless otherwise specified by LRGVDC, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective or non-compliant. Contractor shall adhere to manufacturer's warranty for products offered under this proposal, which defines the criteria for warranty eligibility and the claims or replacement procedures for the product(s) covered. The LRGVDC, for all materials and/or equipment provided under this proposal, shall have the full benefit of Contractor's standard warranty for such materials and/or equipment. Contractor will attach copies of all warranties associated with products offered under this proposal to this bid.

3.10 Penalty for Failure to Complete Contract

In case of failure on the part of the Contractor to complete the Contract, the Contract may be terminated, and in such event (1) LRGVDC shall complete such Contract without further liability to the Contractor for compensation for any labor, supplies, or materials furnished by the Contractor under said Contract; or (2) LRGVDC shall direct the Contractor to remove any equipment delivered by the Contractor and refund to LRGVDC any amounts paid by LRGVDC to the Contractor, and LRGVDC shall have no further liability to the Contractor. In any case, either by reletting or otherwise, the Contractor and its surety bondsman shall be liable to LRGVDC for all loss or damage which it may suffer on account of the Contractor's failure to complete the Contract within such time.

3.11 Excusable Delays

Except with respect to defaults of subcontractors, the Contractor shall not be considered in default by reason of any failure to perform in accordance with the Contract if such failure arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to:

- ☐ Acts of God or of the public enemy;
- ☐ Acts of the government in its sovereign or contractual capacity;
- ☐ Fire beyond the reasonable control of the contractor;
- ☐ Floods;
- ☐ Epidemics;
- ☐ Quarantine restrictions;
- ☐ Strikes or other labor disruptions, except for the first five (5) working days of any strike or labor disruption;
- ☐ Freight embargoes;
- ☐ Extraordinary conditions of weather for the area and time of year, Extraordinary conditions of weather shall not be deemed Extraordinary if they fall within two (2) standard deviations from the mean of data recoded by the U.S. Weather Bureau for the Portland Metropolitan area over the last 20. Impacts of ongoing weather conditions shall be updated weekly the Contractor and provided to the project manager.

In every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor(s), and if such default arises from causes beyond the control of both the Contractor and the subcontractor(s) and without the fault of negligence of either of them, the Contractor shall not be in default by reason of any failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were reasonably obtainable from other sources on similar terms and in sufficient time to permit the Contractor to meet the contract requirements.

Should the Contractor fail to perform because of cause(s) described in this paragraph, LRGVDC shall make a mutually acceptable revision in the Project Schedule.

3.12 Termination of Contract

3.12.1 Termination of Convenience

LRGVDC may terminate this Contract, in whole or in part, at any time by written notice to the Contractor with at least 10 days written notice. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit to LRGVDC its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to LRGVDC, the Contractor will account for the same and dispose of it in the manner LRGVDC directs.

3.12.2 Termination for Default

In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Bid Documents, Specifications, and Contract, LRGVDC reserves the right, upon written notice of 10 days to the Contractor, to cancel, terminate, or suspend this Contract in whole or in part.

Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the Contract.

Any failure to make progress which significantly endangers performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Contract.

If it is later determined by LRGVDC that the Contractor had an excusable reason for not performing, such a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, LRGVDC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

3.13 Breaches and Dispute Resolution

3.13.1 Disputes

Disputes arising in the performance of this Contract, including, but not limited to, the Indemnification provision, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of LRGVDC, unless the Consultant initiates the following internal appeal process. This LRGVDC decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to LRGVDC. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. If this appeal process fails then either party may pursue its remedies as set forth in Remedies below.

3.13.2 Performance During Dispute

Unless otherwise directed by LRGVDC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

3.13.3 Claims for Damages

Should either party to the Contract suffers injury or damage to person or property because of any act or omission of the party or of any of its employees, agents, or others for whose acts s/he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

3.13.4 Remedies

All claims, counterclaims, disputes, and other matters in question between LRGVDC and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which LRGVDC is located.

3.13.5 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by LRGVDC or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

3.14 Claims

It is an express condition of the Contractor's right to make a claim or to receive any recovery or relief under or in connection with the contract, that the Contractor submit a written notice of Intent to Claim to LRGVDC in accordance with the provisions of this section. Failure to comply with the provisions hereof shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against LRGVDC.

A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. Claims shall be made in writing. The responsibility to substantiate Claims shall rest with the party making the claim.

3.14.1 Notice of Intent to Claim

The Contractor shall submit written notice to LRGVDC of such claim within ten (10) days after the date when Contractor first knew or reasonably should have known, of the event or condition giving rise to the apparent claim. If the event or occurrence is claimed to be an act of omission of LRGVDC, notice shall be given prior to the commencing of the portion of the work to which such alleged act or omission relates. The written Notice of Intent to Claim shall set forth:

1. The reasons for which the Contractor believes additional compensation will or may be due;
2. The nature of the costs involved;
3. The Contractor's plan or action for mitigating such costs; and
4. If ascertainable the amount of the potential claim.

3.14.2 Written Claim

Following written notice of Claim, Claims shall be made in writing within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first reasonably should have known of the condition giving rise to the Claim whichever is later. A written Claim from the Contractor shall provide, at a minimum, the following details:

1. The date and a detailed description of the event giving rise to the Claim;
2. A detailed statement of the nature of all impacts to the Contractor, and all others, if any, affected by the Claim event;
3. A detailed breakdown and calculation of the amount of the adjustment in Contract Sum, if any, sought by the Contractor for itself and for others, if any, together with substantiation and backup for all costs;
4. A detailed breakdown and calculation of the amount of the adjustment to Contract Time, if any, sought by the Contractor, together with Critical Path Method schedule analysis showing claimed impact on the project completion date asserted by the Contractor;
5. A detailed analysis and substantiation for other relief, if any, sought with respect to the terms of the Contract; and

6. A statement of all provisions of the Contract Documents upon which the Claim is based.

The Contractor's failure to submit any claim in writing within the relevant time and in the manner prescribed shall waive any relief that might otherwise be due with respect to such claim.

3.14.3 Performance During Claim

Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract. LRGVDC will continue to make proper payments for work items that are undisputed and in accordance with the Contract.

3.14.4 Claim Audits

All Claims filed against LRGVDC shall be subject to audit at any time following the filing of the Claim. Failure of the Contractor, or subcontractors of any tier, to maintain and retain sufficient records to allow LRGVDC to verify all or a portion of the Claim or to permit LRGVDC access to the books and records of the Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

In support of LRGVDC audit of any claim, the Contractor shall upon request, promptly, and in any event no later than the date provided by LRGVDC, make available documents that include, but are not limited to:

- ☐ Daily time sheets and supervisor's daily reports;
- ☐ Collective bargaining agreements;
- ☐ Insurance, welfare, and benefits records unless prohibited by law, company, or corporate policy
- ☐ Payroll registers;
- ☐ Earning records;
- ☐ Payroll tax forms;
- ☐ Material invoices, requisitions, and delivery confirmations;
- ☐ Material cost distribution worksheets;
- ☐ Equipment records (list of company equipment, rates, etc.);
- ☐ Vendors', rental agencies', Subcontractors and agents' invoices;
- ☐ Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
- ☐ Subcontractors and agents' payment certificates;
- ☐ Cancelled checks;
- ☐ Job cost reports, including monthly totals;
- ☐ Job payroll ledger;
- ☐ Cash disbursements journal;
- ☐ Financial statements for all years reflecting the operations on the project;
- ☐ Depreciation records on all company equipment;
- ☐ All documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each claim; and
- ☐ Worksheets, software and all other documents used by the Contractor to prepare its bid and the Claim(s).

The audit may be performed by employees of LRGVDC or a representative. The Contractor, its Subcontractors, shall provide adequate facilities acceptable to LRGVDC for the audit during normal business hours. The Contractor, and all Subcontractors, shall make a good faith effort to cooperate with LRGVDC's auditors.

3.14.5 Review and Resolution of Claims

LRGVDC shall be entitled to reasonable time, in no case more than 45 days, after it receives the claim in writing and accompanied by proper supporting documents and evidence, in which to investigate, review, and

evaluate such claim. When LRGVDC has completed its investigation, review, and evaluation, it will advise the Contractor of the relief, if any, to which it was found the Contractor to be entitled. Should the Contractor not be satisfied with LRGVDC's findings, may request, in writing, mediation within 14 calendar days after being so advised thereof. If the parties have not reached agreement through mediation within 30 days the parties may seek other alternative dispute resolution process.

The quantities listed on the proposal form are for comparing proposals only. The actual quantities are used during the contract period may vary higher or lower. Payment by the LRGVDC to the successful offeror shall be made based on the actual quantities of authorized work performed under each item and only at that item's unit proposal price.

The LRGVDC shall not be liable for any costs incurred by offerors in the preparation of proposals or for any work performed in connection therewith.

The successful offeror's attention is called to the fact that materials not actually incorporated into the work will not be exempt for the payment of sales tax. This will apply to such things as:

- a. Machinery and equipment, including rentals or repair parts.
- b. Supplies, tools, miscellaneous equipment, and/or materials.
- c. Any other items purchased or rented by the contractor for his use in performing the contract and not incorporated into the realty.

The LRGVDC reserves the right to postpone or cancel the bid and to reject any or all proposals.

LRGVDC HUB and Equal Opportunity Employment requirements will apply to this contract.

Applicant agrees to comply with all the terms and conditions contained in this document and the RFP.

Applicant guarantees product will meet or exceed the written specifications identified in the RFP.

Applicant agrees to protect the LRGVDC from claims involving infringement of patents or copyrights

Please refer requests for additional information or clarification of the specifications by email. Send request to lrgvdc@lrgvdc.org.

Acceptance: Applicants shall hold their prices firm and subject to acceptance by the LRGVDC for a period of sixty (60) working days from the date of the receipt of the bid, unless otherwise indicated.

Electronic Transmission of Bids: The LRGVDC Procurement Department will **NOT** accept telegraphic or electronically transmitted (Email) bids.

Reservation: The LRGVDC reserves the right to refuse and reject any and all bids and to waive any and all formalities or technicalities and to accept the bid considered the best and most advantageous to the LRGVDC.

Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Request For Proposals (RFP) and to notify the Procurement Department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for bid opening.

The LRGVDC, will not award a contract, if after bid evaluation, it is determined to not be in the best interest of the LRGVDC.

Bid Delivery: The LRGVDC requires bidders, when hand delivering bids, to make sure the receptionist time date and stamp the envelope before leaving the building.

Incomplete bids will be considered as non-responsive and not considered.

Signature on Bid: Bid must be manually signed or it will be disqualified. The person signing the bid must have authority to bind the represented company to a contract. An unsigned bid cannot be signed after the bid opening time even though the bidder or a representative is present at the bid opening.

Assignment of Contract: Transfer of assignment of contract is prohibited.

Addendums: Should an addition or correction become necessary after an RFP is issued, an addendum relating the necessary information will be posted on the LRGVDC website, under the bid posting in the Procurement section of that website. Bidders are required to acknowledge the addendum by returning the addendum with the bid.

Withdrawals: A bid may be withdrawn 24 hours **prior** to the scheduled closing time for the receipt of bids. This can be accomplished by written notification on company letterhead signed by an authorized representative. Envelopes must be clearly marked **Bid Withdrawal**, the name of the Invitation to Bid solicitation, and the time and date of the bid closing. A bid may not be withdrawn or canceled by the bidder, without the permission of the LRGVDC, for a period of 90 days **after** the date designated for the receipt of bids.

Modifications: Modifications to a previously submitted bid which are made **before** the bid due date will be considered by the LRGVDC if received **in advance** to the scheduled closing time for the receipt of bids. Quotes may not be altered or amended after the submission deadline. Envelopes must be clearly marked **MODIFICATION**, the RFP name, and the time and date of the bid closing. Oral or telephone modifications or corrections will not be recognized or considered. Notification of the LRGVDC's decision will be made in writing by the Procurement Officer and mailed to each vendor that submitted a bid.

Bid Samples: **DO NOT** send samples unless requested. Samples of items, when called for, must be furnished free of charge and will be returned at the request and expense of the bidder. Samples must be labeled with the bidder's name, bid title, manufacturer's brand name and numbers.

Bid Preparation Expense: Any expense related to the submission of a bid is the sole responsibility of the bidder. The LRGVDC will not reimburse bidders for any cost related to the bid preparation or submission.

1. **Cancellation of Contract:** The LRGVDC reserves the right to cancel a contract either in whole or part for convenience without damage or liability to vendor.
2. Bidders must certify that **all** equipment is made from new components and that no refurbished and/or used components have been included.
3. Vendor must accept Purchase Orders.
4. **Payment:** Please allow 30 days **after** the receipt of the merchandise and invoice for payment
5. Protest Procedures

All procedures described here are in addition to those listed in **Section 2.7 APPEALS PROCEDURE FOR UNSUCCESSFUL APPLICANTS**

A written complaint must be sent by certified mail to LRGVDC's Procurement Officer within (7) days after issuance of award letter and shall identify the following:

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

The protest must be based on an alleged violation of LRGVDC's procurement procedures, a violation of Federal or State Law (if applicable), or a violation of applicable contract agreements to which LRGVDC is a party. Failure to receive a procurement contract award from LRGVDC, in and of itself, does not constitute a valid protest.

LRGVDC will provide a response to the protest within (14) fourteen days that clearly states its position regarding the protest.

3.15 Non-Collusive Proposing Certificate

All offerors must complete the Non-Collusion certification included submitted as part of the proposal. Any offers submitted without the fully executed Non-Collusion Certifications will be rejected.

If in any case the offeror cannot make the foregoing certification, the offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reason therefore as it's acknowledged that the bidder may offer the products hereunder to third party customers on an arm-length basis, at the same prices being submitted in the bid, and such customers may or may not be additional bidders to this contract.

The offeror whose proposal is accepted shall, after written notice by the designated agency staff member enter into a contract and furnish an insurance certificate complying with the provisions of insurance specification. The notice shall be served personally or by the mailing thereof in a postpaid wrapper addressed to the offeror at the address given in the proposal. This contract must be approved by the LRGVDC.

The contract shall be governed and construed under the laws of the State of Texas. Venue for any and all disputes under the contract shall be in Hidalgo County, Texas. Any and all settlement discussions, examinations before trial, depositions and or any other proceedings related to any disputes under the contract shall also be held in Hidalgo County, Texas.

3.16 Addenda

Any addenda issued during the time of proposing must be included in the proposal, and in enacting the contract, they shall become a part thereof.

The LRGVDC will issue responses to inquiries and any other corrections or amendments it deems necessary, in written addenda issued prior to the proposal deadline.

Offerors should not rely on any representations, statements or explanations other than those made in this bid or in a formal addendum.

The offeror should verify with the designated contact person, prior to submitting a proposal, that all addenda have been received. Offerors are required to acknowledge the number of addenda received as part of their proposals.

3.17 Confidential/Proprietary Information

Offerors should specifically identify those portions of the proposal to be confidential, proprietary information or trade secrets and provide justification why such material, upon request, should not be disclosed.

3.18 Oral Presentations and Interviews

The LRGVDC may require offerors to give oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

3.19 Offerors Acceptance of Contract Provisions

By submitting a proposal indicated to the LRGVDC the offeror accepts the standard contract provisions that will become part of the final contract.

3.20 Contract Award – ADA and Living wage requirements

Any proposed contract award shall be subject to all required approvals. Contract award shall be subject to the following conditions, where applicable:

- a. Americans with Disabilities Act
- b. Cameron, Hidalgo and Willacy Living Wage Ordinance.

3.21 Continuation Contracts

The following provisions apply to continuing contracts awarded as the result of this solicitation:

The contract is subject to modification or cancellation if adequate funds are not appropriated to the LRGVDC to support the continuation of performance in any fiscal year succeeding the first but not to exceed three (3) years;

The contract is subject to modification or cancellation if the contractor's performance is not satisfactory; and the Contract Coordinator will notify the contractor as soon as it is practicable that the funds are not available for the continuation of the contract term for each succeeding year.

Historically Underutilized Businesses

It is the policy of the LRGVDC to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. The policy applies to all contracts with an expected value of \$100,000 or more. The LRGVDC has determined that subcontracting opportunities are probable, thus a HUB Subcontracting Plan is a required element of the proposal. Failure to submit a required HUB Subcontracting Plan will result in rejection of the proposal.

Submit one (1) signed original hard copy and one (1) electronic copy (pdf) with original signature on USB flash drive of the HUB Subcontracting Plan (HSP) as separate attachments to the proposal.

Proposals that fail to comply with these requirements will constitute a material failure to comply with advertised specifications and will be rejected by the LRGVDC as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Respondent acknowledges that, if selected by the LRGVDC, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the

Services by Respondent is subject to review by LRGVDC to ensure compliance with the HUB program. Accordingly, a HUB Subcontracting Plan (“HSP”) is required as part of Respondent’s proposal.

Proposals that do not include the HSP will be considered non-responsive to this RFQ.

Respondent will not be permitted to change its HSP unless: (1) Respondent provides the LRGVDC with revised versions of such documents that set forth all changes requested by Respondent, (2) the LRGVDC approves such revised documents in writing, and (3) all agreements or contractual arrangements resulting from this RFQ are amended in writing by LRGVDC and Respondent to conform to the modified HSP.

If Respondent proposes to use subcontractors to perform such subcontracting opportunities, the HSP will include:

A letter of transmittal stating that Respondent has read and understands the Policy on Utilization of Historically Underutilized Businesses; and

The HSP, as set forth on pages 10 and 11 of Appendix Three, related to Policy on Utilization of Historically Underutilized Businesses for Vendor/Commodities.

If Respondent proposes to perform such subcontracting opportunities with its own employees and resources, the HSP will include:

A letter of transmittal stating that Respondent has read and understands the Policy on Historically Underutilized Businesses; and

The Self Performance HUB Subcontracting Plan (HSP), as set forth on page 13 of Appendix related to Policy on Utilization of Historically Underutilized Businesses for Vendor/Commodities.

Respondent must submit the three (3) originals of the HSP to LRGVDC at the same time it submits its proposal to LRGVDC (RFQ.) The three (3) originals of the HSP must be submitted under separate cover and in a separate envelope (the “HSP Envelope”). Respondent must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

The RFP No. (Ref. Section 1.3 of this RFQ) and the Submittal Deadline (ref. Section 2.5.1 of this RFQ), both located in the lower left hand corner of the top surface of the envelope,

The name and the return address of Respondent, and

The phrase “HUB Subcontracting Plan”.

OVERVIEW FOR POTENTIAL AAA SUBCONTRACTORS

The Area Agency on Aging is designated as responsible for planning, developing and supporting services for the elderly of the Lower Rio Grande Valley region. The LRGVDC Area Agency on Aging (AAA) annually subcontracts federal and state funds to a number of local governments, public non-profit and private non-profit organizations to provide nutrition and supportive services to senior citizens. It is important to the AAA, to its subcontractors, and to senior citizens that programs for the elderly in Texas be operated with efficiency and in conformance with applicable regulations. Consistent records and reports are necessary for evaluation of the effectiveness with which public funds are used. Both the AAA and subcontractors are responsible for maintaining adequate records and adhering to federal and state regulations. This guide provides an explanation of many important subcontracting, reporting, and record keeping procedures required by the AAA.

Funds appropriated by Congress to implement the Older Americans Act are awarded by the Texas Department of Aging and Disability Services to the AAA for administration at the local level. Based upon revisions of the federal appropriations bill, funds are divided among the states. In Texas, the Texas Department of Aging and Disability Services (HHSC) is responsible for allocating funds within the state. Allocations by HHSC are made based on statistical factors such as 60+ population, percentage of minority older persons, and percentage of minority older persons with low income levels in each of the Planning and Service Areas.

Funds allocated at the local level are based upon an approved area plan that is submitted to the Texas Department of Aging and Disability Services. The area plan must provide for nutrition and supportive services. Development of an area plan requires that nutrition and supportive services need to be determined, that subcontractors be selected, and that these services be coordinated with other human service agencies.

Ordinarily, the AAA receives more requests from potential subcontractors than there are funds available. AAA staff, Ad-Hoc Committee, the Aging Advisory Council, and the LRGVDC Board of Directors must consider all requests, negotiate budget changes, and finally determine how funds will be allocated.

To be eligible to receive funds, an organization must be a general-purpose unit of local government, a political subdivision of the state, or a locally controlled, public non-profit or private non-profit corporation. Ability to operate for 60 days with non-federal funds is prudent and desirable, but not required. Funds provided through the Older Americans Act require a 15% local match by the subcontractor.

The provision of all services must comply with the Civil Rights Act of 1964 and related legislation, and must be open to all persons 60+ (and their spouses) giving preference to those with the greatest economic and social need. There is no income test for participant eligibility.

PART II PROPOSAL FORMAT

At a minimum, each proposal shall include the following items in the stated order.

1. Table of Contents
2. Narrative Statement of Proposal (2 page double spaced.)

The narrative statement should summarize the agency's plans to implement the program into the existing service structure or implementation of a new system. This summary should include the statement of need and pertinent demographic, social, and economic information.

3. Organization of the Agency (2 page double spaced)

Briefly state the history and purpose of the applicant organization. Include incorporation date, state chartered and principal source of financial support. In addition to this information, provide the following: a. Principle incorporators; b. Current Board of Directors with addresses; c. Chief Executive Officer; d. Principle Shareholders with percentage of ownership; and list of all affiliate companies or corporations with addresses.

Attach an organizational chart of the proposed project activity which clearly illustrates how the organization will be manage and be accountable for the project. Describe experience and relevant former activities of the organization that demonstrate an ability to attain the specific objectives of the proposed project.

4. Scope of Proposed Project (6 pages double spaced)

At a minimum, this section should address the following topics:

A. Service Mix - List and describe the specific service or services to be provided to older persons. Indicate plans to develop, expand or improve services. If services are to be provided in multiple sites, include the address for each site.

B. Service Delivery Plan - Indicate how the applicant agency proposes to deliver services. At a minimum address the following:

1. Goals - What are the goals?
2. Objectives - What are the objectives to meet the stated goals?
3. Measurable outcomes/timelines?
4. Strategies - How is the applicant agency going to address the objectives?
5. Persons to be served?
 - a. Number of persons 60+
 - b. Number of family caregivers (Title III-E)
 - c. Low-income elderly with special emphasis for low-income minority
 - d. Elderly in rural communities
 - e. Frail elderly and those who are at-risk
 - f. Elderly with limited English proficiency
6. Geographic area to be covered

- C. Staffing - Applicants who are awarded contracts are required to furnish project personnel with the professional classification, qualifications, skill and expertise required to perform the contracted services. In this section describe how the applicant agency will satisfy that requirement. Descriptions of any positions proposed for funding under the proposal must include the qualifications required for the position.
- D. Coordination - Describe specifics of any agreements with other agencies which are opposed to facilitate accomplishment of the proposed service/s.

Senior Center Operation proposals must indicate coordination activities in order to meet the services required from Senior Centers. Proposals must also address coordination efforts with other senior centers or nutrition sites within their service area. Coordination efforts must detail what is expected of each. Documentation must be available at sites during monitoring visits.

- E. Participant Contribution - Describe how the applicant will implement procedures to assure compliance with the requirement for providing opportunity for participant contributions. Applicants must have available documentation regarding compliance with this requirement. Provide a copy of the contribution policy.

PROPOSAL COVER SHEET

NUTRITION/SUPPORT SERVICE PACKAGE

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
AREA AGENCY ON AGING

Name, Address, and Telephone number of Submitting Organization:

CERTIFICATION OF SIGNATORY AUTHORITY

I, _____, certify that I am the legal officer or
(Title)_____ of (organization)_____; that the authority
of the agency named herein to submit this document is derived from the following provision (check one):

1. By Laws
2. Articles of Incorporation
3. Other (explain):

That this document was duly authorized under said provisions; and that _____ who signed
this document on behalf of said agency had authority to sign and submit it to the Area Agency on Aging on behalf
of the organization.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

ASSURANCE OF COMPLIANCE
WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(Name of Applicant Agency) _____ (hereinafter called the

"Subcontractor" HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the grounds of physical condition, age, race, color, creed, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subcontractor receives Federal financial assistance from the Lower Rio Grande Valley Development Council, recipient of Federal financial assistance from the Texas Department of Aging and Disability Services (hereinafter called "Grantor"); and HEREBY GIVES ASSURANCE THAT it will immediately take any measure necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subcontractor by the Grantor, this assurance shall obligate the Subcontractor or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services and benefits. If any personal property so provided, this assurance shall obligate the Subcontractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subcontractor for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subcontractor by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subcontractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Subcontractor, its successors, transferee and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subcontractor.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

ASSURANCE OF COMPLIANCE
WITH SECTION 504 OF THE REHABILITATION ACT OF 1973

(Name of Applicant Agency) _____ (hereinafter called the "Subcontractor") HEREBY AGREES THAT as a condition for receiving Federal assistance under the Older Americans Act of 1965, as amended, it will comply with Section 504 of the Rehabilitation Act of 1973. The Subcontractor assures that otherwise qualified handicapped person shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance administered by the Texas Department of Health and Human Services and the Lower Rio Grande Valley Development Council and further assures that it will conduct any program or operate any facility so assisted in compliance with all of the requirements imposed by the Regulation, or any directive issued pursuant to that Regulation.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

ASSURANCE OF COMPLIANCE SENIOR CENTER OPERATION

SERVICE REQUIREMENTS

(Name of Applicant Agency) _____ (hereinafter called the "Subcontractor")
HEREBY AGREES THAT as a condition for receiving Federal assistance under the Older Americans Act of 1965, as amended, it will comply with the requirements set forth by the Lower Rio Grande Valley Development Council Area Agency on Aging for organizations seeking assistance for Senior Center Operations. Senior Centers must comply with the following:

1. Services must be offered to the elderly in the general population.
2. Senior Centers must provide or coordinate for participants to have

access to the following services at a minimum:

- a. health screening coordinated by health professionals at least twice during the project year
- b. develop, maintain, and implement a fund development plan
- c. exercise, physical fitness and recreational activities
- d. information and referral
- e. volunteer activities (other than the usual meal serving)
- f. telephone reassurance
- g. attend all AAA sponsored functions
- h. develop programs that will promote healthy aging

These services will be in addition to existing services such as meals and transportation.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

NON-CONFLICT OF INTEREST CERTIFICATION

Does the Applicant have as an officer, director, employee, consultant, or owner (in whole or in part):

1. A person who is currently an employee of the LRGVDC () Yes () No
Area Agency on Aging, board member, or Area Agency
on Aging council member?
2. A person who is currently an employee of the LRGVDC () Yes () No
Area Agency on Aging, board member, or Area Agency
on Aging advisory council member whose last day of
duty with the LRGVDC was within the past two years?
3. A person who is related (see relationship key below) () Yes () No
to a current employee of the LRGVDC Area Agency
on Aging board member, or Area Agency on Aging
advisory council member?
4. A person who is related to a current employee of the () Yes () No
LRGVDC Area Agency on Aging, board member, or
Area Agency on Aging advisory council member whose
last day of duty with the LRGVDC was within the
past two years?

	Wife	Brother	Stepdaughter	Spouse's sister
Relationship	Husband	Sister	Stepson	Spouse's brother
Key	Father	Son	Mother-in-law	Father-in-law
	Mother		Daughter	

I certify that the information above is complete, true and correct to the best of my knowledge. I understand that lack of full, true and complete disclosure may be grounds for withholding payment for delivery of services and may cause contract termination.

Signature

Title

Date

LRGVDC AUDIT INFORMATION SHEET

Contractor's Name _____

Fiscal Year Ending Date _____

Federal Funding Received:

_____	\$ _____
Agency Name	Dollar Amount of Award
_____	\$ _____
Agency Name	Dollar Amount of Award
_____	\$ _____
Agency Name	Dollar Amount of Award
_____	\$ _____
Agency Name	Dollar Amount of Award

A-133 Audit Required from Funding Agencies:

Yes _____ No _____

If yes, Audit Firm Name, Address, and Contact Person.

Date last bid let out for audit firm _____

Expected date field work is to begin _____

Expected date audit to be turned into the LRGVDC _____

I certify that the above information is correct.

_____	_____	_____
Signature	Title	Date

CERTIFICATION - REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Texas Department of Health and Human Services (HHSC) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/sub-grantee: "contract/grant" refers to both contract/grant and subcontract/sub-grant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Health and Human Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal", "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department of Health and Human Services as applicable.

Do you have or do you anticipate having subcontractors/sub-grantees under this proposed contract? _____ YES _____ NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/sub-grantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum,

obtain certifications from its covered subcontractors/sub-grantees upon each subcontract's/sub-grant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/sub-grant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS.

Indicate which statement applies to the covered potential contractor/grantee:

_____ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

_____ The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE _____

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. _____

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Date

Title of Authorized Representative

THIS CERTIFICATION IS FOR FY 2020.

PERIOD BEGINNING _____ AND ENDING _____.

Attachment E

IN-KIND MATCH CERTIFICATION

Provider: _____

In-kind Contribution (s): _____

For any item identified below, you must provide support documentation.

ITEM	DATE OF RECEIPT	VALUATION

Note: All contributions must meet the requirements of IRS Publication 561 <http://www.irs.gov/pub/irs-pdf/p561.pdf>

Examples of Documentation Include:

Rent:

1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center based on property value and center participation).

Labor:

1. Minimum wage
2. Documented Prevailing Rate in the Area

All in-kind labor must be required for the service to be provided. If you would not hire someone to do the labor if it were not In-kind then you cannot count it.

Utilities:

1. Copy of Bill
2. Agreement of Amount Paid if Partial

Name of Contracted Provider_____
Printed/Typed Name of Signer_____
Date_____
Signature

PART III - PROPOSAL BUDGET

RESPONDENTS MAY USE THE SEPARATE SPREADSHEET FILE IN PLACE OF THE FOLLOWING PAGES
PARTICIPANT CHARACTERISTICS

Provider Name:

	Service	Service	Service
Summary:	Caregiver Services		
Total Elderly			
Total Caregivers			
Total Non-Elderly			
Total Persons		0	0
1. Elderly Impairment			
1a. Low Impairment			
1b. Moderate Impairment			
1c. Severe Impairment			
1d. Non-Impaired			
Total		0	0
2. Elderly Minority			
2a. Indian (Native American)			
2b. Asian/Pacific Islander			
2c. Black (Non-Hispanic			
2d. Hispanic			
Total		0	0
3. Rural Elderly			
4. Caregivers			
4a. Indian (Native American)			
4b. Asian/Pacific Islander			
4c. Black (Non-Hispanic			
4d. Hispanic			
Total	0		
5. Total Caregiver Units			
6. Total Elderly Units			
6a. Low Impairment			
6b. Moderate Impairment			
6c. Severe Impairment			
6d. Non-Impaired			
Total		0	0
Percent Elderly			

PART III BUDGET SHEETS - PERSONNEL COST ALLOCATION

Provider Name:

Service

Service

Service

Personnel

Caregiver

1. Position:

Salary

\$

\$

\$

Fringe Benefits

\$

\$

\$

2. Position:

Salary

\$

\$

\$

Fringe Benefits

\$

\$

\$

3. Position:

Salary

\$

\$

\$

Fringe Benefits

\$

\$

\$

4. Position:

Salary

\$

\$

\$

Fringe Benefits

\$

\$

\$

5. Position:

Salary

\$

\$

\$

Fringe Benefits

\$

\$

\$

6. Position:

Salary

\$

\$

\$

Fringe Benefits

\$

\$

\$

Total Personnel Costs

\$0

\$0

\$0

Enter the amount that is being charged to Title III. If the position is to spend 15% of time under Title III, then enter the 15% of the salary.

PART III BUDGET SHEETS - EXPENDITURES

Provider Name:

Service

Service

Service

Expenses

Caregiver

1. Personnel Costs

\$0

\$0

\$0

2. Professional Development

2a. Conference/Training Registration

\$

\$

\$

2b. Other Training Costs

\$

\$

\$

Total

\$0

\$0

\$0

3. Occupancy

3a. Lease

\$

\$

\$

3b. Janitorial

\$

\$

\$

3c. Utilities

\$

\$

\$

3d.

\$

\$

\$

Total

\$0

\$0

\$0

4. Travel

4a. Local Travel

\$

\$

\$

4b. Travel Out-of-Region

\$

\$

\$

4c.

\$

\$

\$

Total

\$0

\$0

\$0

5. Other Costs

5a. Office Supplies

\$

\$

\$

5b. Coping/Printing

\$

\$

\$

5c. Communications

\$

\$

\$

5d.

\$

\$

\$

5e.

\$

\$

\$

5f.

\$

\$

\$

5g.

\$

\$

\$

Total

\$0

\$0

\$0

TOTAL COSTS

0

0

0

Senior Centers - Cost Per Person

\$

PART III BUDGET SHEETS - RESOURCES

Provider Name:

Service

Service

Service

Resources

Caregiver

--

1. Type of Resources

1a. Program Income	\$	\$	\$
1b. Local Cash	\$	\$	\$
1c. Volunteer In-Kind	\$	\$	\$
1d. Other In-Kind Contributions	\$	\$	\$
1e. Fares	\$	\$	\$
1f. Misc. Revenue	\$	\$	\$
1g.	\$	\$	\$
1h.	\$	\$	\$
1i.	\$	\$	\$
1j.	\$	\$	\$
1k. Title III Funds Being Requested	\$	\$	\$

Total Resources	\$0	\$0	\$0
-----------------	-----	-----	-----

Total Expenditures	\$0	\$0	\$0
--------------------	-----	-----	-----

Resources-vs-Expenditures	\$0	\$0	\$0
---------------------------	-----	-----	-----

Percent of Title III from all resources

--	--	--

Resources-vs-Expenditures must equal zero. If it does not, reduce expenses or add resources.

LRGVDC REQUIRED FORMS

**THE FOLLOWING FORMS MUST BE COMPLETED AND SUBMITTED WITH
THE SEALED PROPOSAL:**

- A. Proposal Acknowledgment**
- B. Certificate of Incorporation**
- C. Authorization Form**
- D. Certification Regarding Lobbying**
- E. Statement of Qualifications**
- F. Client References**
- G. Sub-contractor References**
- H. No Participation Forms**
- I. Disbarment Certification**
- J. Non-Collusion Certificate**
- K. Conflict of Interest Affidavit**
- L. Addenda**
- M. HUB Sub-contracting plan**

**A. PROPOSAL ACKNOWLEDGEMENT
RFP - Older Americans Act Services
Under Title III**

ISSUE DATE: JUNE 7TH, 2019

PROPOSAL DEADLINE: JULY 11TH, 2019 @ 3PM

TO THE ADMINISTRATION DEPARTMENT OF THE LRGVDC:

The undersigned hereby proposes and agrees to furnish all services, plans, labor, services, materials, supplies, equipment, tools, transportation and other facilities and things necessary or proper for or incidental to the above-named project, as required by and in strict accordance with the Contract Documents.

By submission of this proposal, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

EXECUTED this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

SWORN TO AND SUBSCRIBED before me by _____,

on the _____ day of _____, 20____.

Notary Public, State of Texas

Commission Expiration

1. This Acknowledgement must be filed with the Lower Rio Grande Valley Development Council and be maintained as part of the permanent procurement record.

B. CERTIFICATION OF INCORPORATION

CONTRACTOR MUST SUBMIT CERTIFICATION OF INCORPORATION IN THE STATE OF TEXAS OR MUST SHOW PROOF OF AUTHORIZATION TO DO BUSINESS IN THE STATE OF TEXAS.

To facilitate correct drawing and execution of contracts, offerors shall supply full information concerning legal status as follows:

NAME: _____

Type: CORPORATION	CO-PARTNERSHIP	INDIVIDUAL	TRADE
NAME	N/A		

If Foreign Corporation, state if authorized to do business in the State of Texas:

YES

NO

ADDRESS OF PRINCIPAL OFFICE:

Street:	
City:	
State:	
Zip	

PRINCIPAL OFFICERS: (If publicly held corporation, a listing of principal shareholders owning 10% or more of corporation's common stock)

NAME	ADDRESS	TITLE
------	---------	-------

PRINCIPAL STOCKHOLDERS:

NAME	ADDRESS	TITLE
------	---------	-------

If Co-Partnership, Names of Partners and Addresses are:

If doing business under Trade Name, Assumed Name or Firm Style:

Name of Owner:	Certificate Filed:	(Place)
	(Date)	

C. AUTHORIZATION FORM
AUTHORIZATION FORM
RFP - Older Americans Act Services
Under Title III

By signing below the contractor accepts terms and conditions listed in ITB and any addendums. If bidder does not agree to the terms and conditions, the contractor shall submit a request for clarifications & modifications prior to proposal due date. Failure to follow this procedure may cause The LRGVDC to award contract to the next highest contractor due to the added cost LRGVDC may incur due to the change in Terms and Conditions.

Proposal shall be valid for ninety (90) days from proposal due date.

CONTRACTOR Name: _____

Address: _____

Phone: _____ Email: _____

Web Site: _____

License Registration Number: _____

Federal Tax ID number: _____

Signature: _____

Date _____

Title: _____

**D. Certification Regarding Lobbying
RFP - Older Americans Act Services
Under Title III**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, 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 making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying". 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq)]

(3) The undersigned shall require that the language of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, sub grants, and

contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. The CONTRACTOR, _____, certifies or affirms the

truthfulness and accuracy of each statement or its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A3801, et seq., apply to this certification and disclosure, if any.

Signature of CONTRACTOR's authorized Official

Name and Title of CONTRACTOR's Authorized Official

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for the State of _____, residing in _____

E. STATEMENT OF QUALIFICATIONS
RFP - Older Americans Act Services
Under Title III

The undersigned is fully authorized to execute this certification on behalf of the contractor and certifies on the contractors behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the contractor has the financial capability to perform the work which is the subject of this solicitation. The contractor further certifies that it knows of no person and/or organization conflicts of interest prohibited under federal, state and local law.

The contractor certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the contractor agrees to be bound by the same.

CONTRACTOR: _____

Signature: _____

Title: _____

Date: _____

F. CLIENT REFERENCES
RFP - Older Americans Act Services
Under Title III

Please list at least three client references of similar size and/or type of services, including governmental agencies.

1. Agency/Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Term: _____ years _____, months

Description of Work: _____

Name of Primary Firm Representative: _____

2. Agency/Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Term: _____ years _____, months

Description of Work: _____

Name of Primary Firm Representative: _____

3. Agency/Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Term: _____ years _____, months

Description of Work: _____

Name of Primary Firm Representative: _____

G. SUBCONTRACTOR REFERENCES
RFP - Older Americans Act Services
Under Title III

Please list at least three subcontractor references whom you have worked with in the last year, such as radio stations, ad installers, printers, or other vendors that may be contracted regarding your business practices and payment for services.

1. Agency/Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Term: _____ years _____ months

Description of Work: _____

Name of Primary Firm Representative: _____

2. Agency/Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Term: _____ years _____ months

Description of Work: _____

Name of Primary Firm Representative: _____

3. Agency/Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Term: _____ years _____ months

Description of Work: _____

Name of Primary Firm Representative: _____

H. NO PARTICIPATION RESPONSE FORM
RFP - Older Americans Act Services
Under Title III

When submitting a "No Proposal" mail this completed form to LRGVDC, 301W. Railroad, Weslaco TX,
78596

Project Title: Advertising Sales and Service for Valley Metro Fleet

- ☐ Cannot comply with specifications
- ☐ Cannot meet delivery requirement
- ☐ Does not regularly manufacture or sell the type of commodity involved
- ☐ Other (please specify): _____

Explanation of reason(s) checked: _____

Check one of the following:

- ☐ We do desire to be retained on the mailing list for future procurements of this product.
- ☐ We do not desire to be retained on the mailing list for future procurements of this product.

Please state below the firm's Name, Address and Telephone Number:

Name: _____ Phone: _____

Address: _____

Signature: _____ Date: _____

Type or Print Name and Title

I. DISBARMENT CERTIFICATION
RFP - Older Americans Act Services
Under Title III

49 CFR Part 29 - Executive Order 12549

Instructions for Certification

- 1. By signing and submitting this Proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NIRPC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to NIRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, LRGVDC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction"

- (1) The prospective lower tier participant certifies, by submission of this Proposal or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

J. NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF
HIDALGO §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Title 2 - Section 15.01, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

EXECUTED this _____ **day of** _____, **20** .

Signature: _____
Printed Name: _____
Title: _____
Company: _____

SWORN TO AND SUBSCRIBED before me by _____,
on the _____ day of _____, 20____.

Notary Public

Commission Expiration

- 1. This Affidavit must be filed with the Lower Rio Grande Valley Development Council and be maintained as part of the permanent procurement record.

K. DECLARATION OF CONFLICT OF INTEREST (AFFIDAVIT OF INTEREST)

STATE OF TEXAS § COUNTY OF HIDALGO §

I, _____, as an **[employee, officer or agent, or any member of his/her immediate family, a partner or a person or an organization which employs or may employ in the near future any of these individuals]** of the LRGVDC, make this affidavit and state that I have a financial or other substantial interest in the LRGVDC which may be considered for the award of **[specify contract or procurement]**.

My interest is as follows:

Upon the filing of this affidavit with the Lower Rio Grande Valley Development Council, I affirm that I will abstain from any further participation in this **[contract or procurement]** whatsoever.

EXECUTED this _____ day of _____, 20__.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

SWORN TO AND SUBSCRIBED before me by _____,

on the _____ day of _____, 20__.

Notary Public, State of Texas

Commission Expiration

1. This Affidavit must be filed with the Lower Rio Grande Valley Development Council and be maintained as part of the permanent procurement record.
2. Upon filing the Affidavit, the officer, employee or agent must abstain from participating in the procurement process pursuant to the ethics policy set forth in Article VII.

L. ADDENDA

In the space provided below, acknowledge receipt of addenda: *(if applicable)*

Date Received:

#1	_____
#2	_____
#3	_____
#4	_____
#5	_____

M. HUB SUBCONTRACTING PLAN



Rev. 3/17

HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

"Continuous Contract": Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____

(continued)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete item b of this SECTION and continue to item c of this SECTION.)
- ☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/electronicprocurement/forms.asp>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, item b.

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an HSP Good Faith Effort - Method A (Attachment A)¹ for each of the subcontracting opportunities you listed.)
- ☐ - No (If No, continue to item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a "continuous contract" in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an HSP Good Faith Effort - Method A (Attachment A)¹ for each of the subcontracting opportunities you listed.)
- ☐ - No (If No, continue to SECTION 4 and complete an HSP Good Faith Effort - Method B (Attachment B)² for each of the subcontracting opportunities you listed.)

"Continuous Contract": Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentage of the contract expected to be subcontracted:		%	%	%

"Continuous Contract": Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date

(month/day/year)

Reminder:

- If you responded "Yes" to SECTION 2, items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, item b.
- If you responded "No" SECTION 2, items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 3/17

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed HSP Good Faith Effort - Method B (Attachment B) for each of the subcontracting opportunities you listed in SECTION 2, Item b, of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/hub-forms/hub-forms-hub-subcontracting-notice-attachment-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- ☐ - Yes (If Yes, continue to SECTION B-4.)
☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c, and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/texasombidsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not write Social Security Numbers)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendorhubresources.php>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas/ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycna.com/statebus/txascmblsearch/index.asp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers If you do not know their VID/EIN, leave blank VID/EIN field.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Women, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____
 Point-of-Contact: _____
 E-mail Address: _____

State of Texas VID #: _____

Phone #: _____

Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
 Point-of-Contact: _____
 Requisition #: _____

Phone #: _____

Bid Open Date: _____

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Women, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable