

*Public Administrator
Public Guardian
Public Conservator
Area Agency On Aging*



*778 West State Street
El Centro, CA 92243
Telephone: (442) 265-7000
Fax: (442) 265-7034*

**REQUEST FOR PROPOSALS
RFP 1013-24**

FOR

**NUTRITION EDUCATION SERVICES PROGRAM
(Older Americans Act Title III C-1 & C-2)**

ISSUED BY:

Imperial County Area Agency on Aging

RELEASE DATE:

February 5, 2024

DUE DATE:

March 8, 2024

MAIL RESPONSE TO:

**Imperial County Purchasing Department
Attn.: Rhoda Hoffman
RFP 1013-24 Nutrition Education Services Program
1125 Main Street
El Centro, CA 92243
442-265-1866**

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I. INTRODUCTION

The Imperial County Area Agency on Aging (ICAAA) has allocated \$20,712 for one award of Title III C Funds to provide Nutrition Education countywide to residents aged 60 years or older. This grant may be used to establish a new project(s) or expand and/or enhance existing services for older adults. ICAAA is requesting proposals from qualified organizations to provide these services. The contract period is from July 1, 2024, to June 30, 2025. Organizations wishing to compete for award of these funds must submit a letter of intent by no later than Wednesday, February 21, 2024, and an application response to this Request for Proposals (RFP) **no later than 2:00 p.m. on Friday, March 8, 2024.**

Applicants must complete and submit the grant application form, budget, and all attachments necessary to complete the proposal package. Ten (10) stapled copies with **authorized signatures** on each proposal are required. Four (4) packets must have ORIGINAL signatures. Do not bind or cover applications.

A. Receipt of Grant Application

All proposals must be received in the office of the Purchasing Agent at the Imperial County Purchasing Department **no later than 2:00 p.m., on Friday, March 8, 2024.** **Proposals received after this time and date, or grant applications received by facsimile will not be considered for grant funding.**

B. Eligible Applicants

Any public, private non-profit, or private for-profit incorporated organization may apply. Before contracts may be awarded to private-for-profit organizations, the ICAAA must receive the approval of the California Department of Aging (CDA).

C. Availability of Funds

A grant of \$20,712 of Title III C Funds is available for a twelve-month period beginning July 1, 2024, and ending June 30, 2025.

Availability of funds is contingent upon the receipt of federal and state monies and approval of the Updated Area Plan on Aging by the Imperial County Board of Supervisors and the California Department of Aging. **Applicants are required to match any grant funds awarded with a minimum 25% match of the award.**

Contracts granted as a result of this RFP may be renegotiated to provide service during FY 2025-2026, FY 2026-2027, and FY 2027-2028. Applicants should also be aware that all proposals submitted as a result of this RFP may be renegotiated for any funding additions or deletions the ICAAA may receive during FY 2024-2025.

To comply with agency policy, the ICAAA reserves the right to reject all grant applications. Additionally, the ICAAA reserves the right to fund more than one project. No grant will be made for less than \$5,000.

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If a proposal is selected for funding, the selected proposal shall be made part of the contract. The ICAAA may negotiate modification after the bid/proposal has been selected to assure that all necessary program requirements are covered before the contract is signed.

D. Insurance

- a) General liability of not less than \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Professional liability (Errors & Omissions) of not less than \$2,000,000.
- c) Worker's Compensation, Coverage A Statutory
- d) Automobile liability (Owned, Hired, & Non-Owned Vehicles) of not less than \$1,000,000 per accident for bodily injury and property damage.
- e) If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - i. \$750,000 if seating capacity is under 8
 - ii. \$1,500,000 if seating capacity is 8 – 15
 - iii. \$5,000,000 if seating capacity is over 15

Unless otherwise amended by future regulation.

1. Special Insurance Requirements. All insurance required under paragraph 1 shall:
 - a) Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide, acceptable to COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.
 - b) Be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
 - c) Name COUNTY as an additional insured on all policies, except Workers' Compensation, and Errors and Omissions and provide that COUNTY may recover for any loss suffered by COUNTY by reason of CONTRACTOR's negligence.
 - d) State that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.
 - e) Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to COUNTY. However, CONTRACTOR may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of COUNTY shall, at the option of COUNTY, be grounds for termination of this Agreement.

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2. County Evidence of insurance shall be in a form and content acceptable to the County. Insurance obtained through commercial carriers shall meet the following requirements:

- a) The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
- b) The Certificate of Insurance shall provide the statement: "The County of Imperial, the Imperial County Area Agency on Aging, its Advisory Council, and its officers, agents, employees, and servants, Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insures, with respect to work performed for the State of California and/or the County of Imperial under this Agreement." Professional liability coverage is exempt from this requirement.
- c) The County and the California Department of Aging shall be named as the certificate holder and the following addresses must be listed on the certificate:

IC Area Agency on Aging (ICAAA)
778 W. State Street
El Centro, CA 92243

California Department of Aging (CDA)
2880 Gateway Oaks Dr., Suite 200
Sacramento, CA 95833

- d) Be primary coverage as respects County and any insurance or self- insurance maintained by County shall be in excess of Contractor's insurance coverage and shall not contribute to it.

3. Additional Insurance Requirements

- a) Complete copies of certificates of insurance for all required coverages including additional insured endorsements and 30-day notice of cancellation clause endorsements shall be attached to agreement.
- b) COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.
- c) Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance coverage, for example, excess professional malpractice insurance coverage, during the term of this Agreement as may be required, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to the County of Imperial, Human Resources/Risk Management, 940 W. Main Street, Suite 101, El Centro, CA 92243, and County of Imperial, Behavioral Health Services Department, 202 N. Eighth Street, Suite 232, El Centro, CA 92243.
- d) The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:
 - i. Includes contractual liability;
 - ii. Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;

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- iii. Does not contain an “excess only” clause which requires the exhaustion of other insurance prior to providing coverage;
 - iv. Does not contain an “escape clause” which extinguishes the insurer’s liability if the loss is covered by other insurance;
 - v. Includes COUNTY as additional insured;
 - vi. States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.
- e) Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONTRACTOR shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.
- f) Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONTRACTOR from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.
- g) The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the County the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the County and the Department may, in addition to any other remedies it may have, terminate this Agreement.
- h) The Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker’s compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor’s Certificate of Insurance shall also name the Contractor, and not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- i) The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700). Prior to the commencement of work, CONTRACTOR shall sign and file with COUNTY the following certification: “I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.” This certification will be included in the Agreement and signature of the Agreement shall constitute signing and

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filing of the certificate. CONTRACTOR understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning work on the Project. If Contractor has no employees, Contractor will be required to initial a statement indicating that there are no employees.

4. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

E. Project Self-Sufficiency

The policy of the ICAAA is to encourage, to the extent possible, the project self-sufficiency of its grantees. Applicants should show how their projects will be supported by non-Older Americans Act funds and by volunteers. This is commonly known as "project match." Proposals with high levels of project match will maximize scores under the "Cost effectiveness of the proposer's service" evaluation criteria. It is advisable to show as much project match in your budget as can be documented. Additional matches may be described in a budget narrative.

F. Evaluation and Selection Process

Service providers are required to make a presentation to the Evaluation Panel that may be composed of members/alternates of the ICAAA Advisory Council, staff from the Imperial County Public Administrator/Area Agency on Aging Office, and one or more consultants. Service providers must be prepared to answer ad-hoc questions about their proposal and provide additional information as requested.

The Evaluation Panel will use the following evaluation criteria:

Qualifications of proposer's personnel	10
Proposer's experience	10
Enhancement of existing service program	20
Adequacy of the service/program plan or methodology	15
Adequacy of the proposer's facilities and resources	15
Comparability of the proposal to the objectives specified in this RFP	15
Cost effectiveness of the proposer's service	<u>15</u>
TOTAL POSSIBLE SCORE	100

The Evaluation Panel reserves the right to provide additional scoring for exceptional responses. For example, proposals with high levels of project match will maximize scores under the "Cost effectiveness of the proposer's service" evaluation criteria.

Recommendations for a contract award will be submitted by the Evaluation Panel to the Executive Committee. The Committee's recommendation will then be forwarded to the full ICAAA Advisory Council, which in turn will submit its recommendation to the Imperial County Board of Supervisors (BOS) for final consideration and approval. The BOS is the final decision maker on the ICAAA's awarding of contracts.

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G. Appeals and Protests

Grant award decisions made by the Imperial County Board of Supervisors may be appealed or protested. Appeals and protests must be received in writing by the Purchasing Agent at the Imperial County Purchasing Department within fifteen (15) days of the announcement of grant, and shall be made pursuant to Title 22 California Code of Regulations Section 7704 et. seq.

H. General Agreement

By signing a contract with the ICAAA, an applicant agrees to abide by all federal and state rules and regulations governing this program. These include but are not limited to the applicable provisions of the Older Americans Act; Older Californians Act; the Civil Rights Act; the Rehabilitation Act - Sections 503-504; federal regulations including 45 CFR 74; OMB circular; and the Title III Policies and Procedures Manual.

I. Availability of Other Information

The ICAAA's Policies and Procedures Manual, and the CDA's Title III Program Manual, grantee reporting and assessment procedures, and other information are available for review at the Imperial County Public Administrators/ Area Agency on Aging office.

J. RFP Conditions

In issuing this RFP, there is no implied obligation for the ICAAA to procure any of the services being reviewed. By submitting a proposal, each service provider agrees that any and all costs incurred in responding to this RFP are to be borne by the service provider.

Service providers are expected to examine the RFP requirements and instructions carefully. Any statement made by a service provider in its proposal concerning any cost component, including, but not limited to implementation, personnel, equipment, transportation, training, etc. will be considered to form part of any contract which may be entered into with the selected service provider(s). Errors, including calculation errors, shall be at the service provider's risk.

Costs quoted within a service provider's proposal shall be valid for the duration of the potential four (4) year contract period.

In the event of a service provider's error in its cost calculations, quoted costs shall prevail if the discrepancy is not corrected prior to the proposal due date of March 8, 2024. Additionally, modifications to a service provider's proposal already received by the ICAAA will be considered only if the modification is received prior to the deadline for receipt of proposals. All modifications shall be made in writing, signed, and submitted in the same form and manner as the original proposal. Telephone modifications shall not be considered.

The ICAAA reserves the right to reject all proposals. Additionally, ICAAA reserves the right to contract with multiple service providers for the services requested in this RFP.

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If a proposal is selected for funding, the terms of the proposal will become part of the contract [See Appendix A]. Insofar as funding is contingent upon receipt of federal and state dollars, the ICAAA reserves the right to request at any time that the contract for services be revised to reflect funding realities. The ICAAA also reserves the right to approve or request changes to the type and number of units, and the number of unduplicated clients presented in any proposal, either prior to contracting or after contract approval in the form of contingencies. The ICAAA's approval of these items, or request for change, will depend on the type and the stage of development of the service as presented, on cost-effectiveness, and on the total evaluation of the Program.

K. Award Process Timetable

Dates listed below are estimates only. The ICAAA reserves the right to change or postpone dates as necessary. Notice of any date change or postponement will be posted on the Imperial County Purchasing Department website (<https://purchasing.imperialcounty.org/>).

February 5, 2024	Release of RFP
February 14, 2024	Technical Assistance Workshops
February 14 – February 21, 2024	RFP Questions Accepted
February 21, 2024	Letter of Intent Due to Imperial County Purchasing Department
March 1, 2024	AAA deadline to respond to RFP Questions
March 8, 2024 (2:00 p.m.)	Proposals Due
March 13 and 14, 2024	Service Provider Presentations
April 18, 2024	Evaluation Panel Recommendation to ICAAA Advisory Council
May 14, 2024	Board of Supervisors Action to Award
May 28, 2024	Appeal/Protest Deadline
June 1, 2024	Contract Award Finalized
July 1, 2024	Service Contract Start Day

Service providers wanting to compete for funding must submit a letter of intent by no later than Wednesday, February 21, 2024, and a proposal responsive to this RFP **no later than 2:00 p.m. on Friday, March 8, 2024. Proposals received after this time and date will not be considered or returned.**

Ten (10) stapled copies with **authorized signatures** on each proposal are required. Four (4) of the proposals must have ORIGINAL signatures. Do not bind or cover proposals. Expensive bindings, colored displays, promotion materials, etc., are neither necessary nor desired. Emphasis should be on conformance with the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Service providers must submit their proposal with all requested information, exhibits, attachments, etc. **Incomplete proposals will not be considered or returned.**

Letters of intent and proposals should be mailed to:

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Imperial County Purchasing Department
Attn.: Rhoda Hoffman
RFP 1013-24 Nutrition Education Services Program
1125 W. Main Street
El Centro, CA 92243

L. RFP Questions and Technical Assistance Workshop

Interested service providers may need additional information from the ICAAA about this RFP, including technical requirements for contracting with the ICAAA. A Technical Assistance Workshop will be held on February 14, 2024, at 3:00 p.m. at the Imperial County Area Agency on Aging Office, 778 W. State Street, El Centro, California, 92243. Additional RFP Questions will be accepted between February 14 and February 21st, 2024. Responses to questions will be emailed to all Proposers.

Service provider attendance is RECOMMENDED.

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II. MINIMUM REQUIREMENTS

Applicants should be aware of the following minimum program requirements before submitting proposals. Any agency awarded a contract by the Imperial County Board of Supervisors will be responsible for meeting these requirements. Priority: Section 373(c)(2) requires that in providing services to a family caregiver, or a grandparent or older individual who is a relative caregiver, the applicant shall give priority of services to:

- Target projects to benefit older individuals in the greatest social and economic needs using the following reporting definitions:
 - (1) Greatest Social Need - A senior is in greatest social need if her/his need is caused by non-economic factors that include physical and mental disabilities, language barriers, and cultural, social or geographical isolation caused by racial or ethnic status (A few examples are Older Adults who are Holocaust Survivors, Native American, Recent Refugees, or LGBTQ) that restrict an individual's ability to perform normal daily tasks or that threaten his or her capacity to live independently.
 - (2) Greatest Economic Need – A senior is in greatest economic need if the person is 60 years of age or older and their income level is at or below the poverty threshold established by the U. S. Census Bureau.
- Provide a service for older individuals providing care and support to persons with mental retardation and related developmental disabilities (as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001) (referred to in this subpart as “developmental disabilities”) consistent with the requirements of OAA Section 305(a)(2)(E), which assure that preference also will be given to Low-income minority individuals, and Older Individuals residing in rural areas.
- Provide a service for, and open to, all persons age 60 years or older;
- Not charge a fee nor deny a person service because of income or resources;
- Provide clients with the opportunity for confidential voluntary or other form of contributions to defray service costs;
- Have procedures for obtaining clients' evaluation of services they receive;
- Coordinate with other agencies to avoid duplication of effort;
- Assure that any funds applied for will not be used to replace funds from other sources;
- Be fully operational within 30 days of grant award;
- Report monthly, and/or as requested, as to the projects fiscal and programmatic status.

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- Minimum Number of Service Units:
 - **Nutrition Education: 4 Units (Unit = 1 session), Reaching 800 Seniors**
 - **Nutrition Education – Educational Inserts: 4 Units (Unit = 1 Session), Reaching 800 Seniors**
 - **Community Education: Two (2) Units (Unit = 1 Activity)**
 - **Must comply with the** AAA Registered Dietitian Scope of Work (see details on page 15 of this RFP)

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III. SCOPE OF SERVICES

A. Program Definition

The OAA seeks to enable older individuals to maintain their well-being through locally developed community-based systems of services. The Title III C funds provides for a Nutritional Consulting Services that provides nutrition education, nutrition risk screening, and nutritional counseling in some areas to individuals age 60 or older that participate in the Title IIIC Nutritional Programs.

B. Program Funding

A total of \$20,712 for one award of Title III C Funds to provide 1) Nutritional Consulting Services Program countywide to eligible population.

Grantees must meet all requirements applicable to the receipt as these federal and state funds.

C. Program Direction

The Imperial County Area Agency on Aging is seeking services to maintain or improve the physical and social well-being of eligible older people through the provision of Nutrition Consulting Program Services throughout Imperial County.

The ICAAA will award one grant to a provider who will:

- Provide service on a countywide basis;
- Maintain present level service to current clients who continue to need such service;
- Provide a high quality, participant-endorsed service;
- Actively seek and outreach to low-income and minority elderly;
- Generate volunteer involvement in the appropriate services;
- Coordinate outreach and service delivery to seniors currently not served.

Under this grant, funds may not be used to supplant existing staff hours; however, funds may be used to extend staff hours or add additional staff.

D. Program and Units of Service

All ICAAA grantees are required to participate in the Older Americans Act Performance System (OAAPS) using the SAMS/WellSky reporting system. Applicants will complete the information requested for all grant-related costs and activities in terms of the program and units of service identified in the RFP. Grantees may provide services other than those listed and reported in the program information provided.

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The ICAAA reserves the right to approve or request changes to the type and number of units, and the number of unduplicated clients presented in any proposal, either prior to contracting, or after contract approval in the form of contingencies.

The ICAAA approval of these items, or request for change, will depend on the type and the stage of development of the service as presented, on cost-effectiveness, and on the total evaluation of the project.

Eligibility: The OAA, Title III C-1 Congregate Nutrition Program, program code 38901000, and Title III C-2 Home-Delivered Nutrition Program, program code 3890200, provide the following eligibility requirements:

- 1) Person must be 60 or older.
- 2) There are no income requirements.
- 3) Spouses and caregivers of eligible participants, regardless of age, may also receive a meal and participate in the nutrition education services.
- 4) Individuals with a disability who reside at home with an eligible participant.
- 5) Individuals who live in senior housing-facilities that provide congregate nutrition services.
- 6) Volunteers who provide eligible participants with needed services during meal hours.
- 7) Individuals that are eligible for the home delivered meals program because they are homebound by reason or illness, incapacity, disability or are otherwise isolated may also participate in the nutrition and education program.

PROGRAM: **Nutrition Education**

DEFINITION: Title III C-1 & C-2 Nutrition Education - means informing recipients of congregate and home-delivered meals about current facts and information which will promote improved food selection, eating habits, nutrition, health promotion and disease prevention practices.

GOALS: **Congregate Meals:** Basic minimum nutritional needs and opportunities for social contact will be met in part by the ICAAA Congregate Meals program.

Home Delivered Meals: Basic minimum nutritional needs and opportunities for social contact for home bound seniors will be met in part by the ICAAA Home Delivered Meals program.

RATIONALE: Congregate Meals (C1): Title IIIC funding represents over half of our Older Americans Act (OAA) generated program funding. Congregate (C-1) is an OAA program. The Congregate Nutrition program is administered in conjunction with the Home-Delivered Nutrition program to address the overall most basic nutritional needs of the highest aggregate number of unduplicated seniors served. While the number of seniors in need continues to increase, the dollars available for nutrition programs is decreasing. The ICAAA has determined that, as overall nutrition dollars are available, the need for Congregate meals will be

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addressed as the priority. The combined senior Nutrition programs expected to implement any/all reasonable cost containment strategies.

Home Delivered Meals (C2): Title IIIC funding represents over half of our Older Americans Act (OAA) generated program funding. Home Delivered (C-2) is an OAA mandated program. The Home Delivered Nutrition program is administered in conjunction with the Congregate Nutrition program to address the overall, most basic nutritional needs of the highest aggregate number of unduplicated seniors served. While the number of seniors in need continues to increase, the dollars available for nutrition programs is decreasing. The ICAAA has determined that, as overall nutrition dollars are available, the need for Congregate meals will be addressed as the priority. The combined senior nutrition programs are expected to implement any/all reasonable cost containment strategies.

For purposes of this RFP, at a minimum, the units of service shall be to provide for Nutritional Counseling Services for provides nutrition education, nutrition risk screening, and nutritional counseling, with the funds allocated and budgeted by funding source. Any additional services will also need to be tied to a funding source, whether they are federal funding, cash match / in-kind match, or any other funding source. All cash funds and in-kind contributions must be budgeted separately by service category / funding source in the service provider budgets. Please reference the budget form (See Appendix B).

MINIMUM UNITS OF SERVICE:

Congregate Meals (C1) and Home Delivered Meals (C2):

- | | |
|----------|---|
| Four (4) | Nutrition Education - ICAAA contract Nutritionist Consultant will deliver quarterly Nutrition Education Sessions at various Senior Congregate Nutrition Sites in English and Spanish. The sessions will serve up to 800 seniors per year or 200 quarterly. (Unit=1 Session) |
| Four (4) | Nutrition Education – ICAAA contract Nutritionist Consultant will, a minimum of four (4) times during the program year, develop and provide informational inserts in English and Spanish, to be delivered with meals, and addressing nutrition education issues for seniors. The nutrition education will provide 3-4 sessions per year and serve up to 800 seniors countywide per year for C1 and C2 combined. (Unit=1 Session) |
| Two (2) | Provider will participate in a minimum of two (2) Community Education Activities, one (1) in conjunction with the ICAAA Information and Assistance InfoVan. (Unit=1 Activity) |

§ 7634.3 AAA Registered Dietitian Scope of Work.

The registered dietitian shall:

- a. Participate in developing the ICAAA nutrition services policies, procedures, and standards.

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- b. Participate in Area Plan on Aging development related to nutrition services, as described in Sections 7300 through 7320 of this Division.
- c. Annually monitor each nutrition services provider on-site to evaluate the provision of nutrition services. At a minimum, this annual monitoring shall include verification that:
 - 1) Meals comply with the nutrition requirements of menus, as specified in Section 7638.5 below.
 - 2) Food safety standards are in accordance with the CURFLL.
 - 3) The curriculum content of all staff training complies with subsection 7636.5(c) below.
 - 4) All nutrition education services comply with Section 7638.11 below.
 - 5) Nutrition screening scores are accurately collected from all participants in compliance with requirements in subsection 7636.1(b)(7) below.

§ 7638.11 Nutrition Education Services for Participants.

- a. Nutrition education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs. Nutrition education for congregate sites is defined as demonstrations, presentations, lectures, or small group discussions, all of which may be augmented with printed materials. Printed material may be used as the sole nutrition education component for the home-delivered meal participants, as well as in conjunction with a congregate meal nutrition education presentation.
- b. A registered dietitian shall provide input, review, and approve the content of nutrition education prior to presentation.
- c. Nutrition education services shall be based on the particular need of congregate and home-delivered meal participants. An annual needs assessment shall be performed by the nutrition services provider to make this determination.
- d. A yearly written nutrition education plan shall be developed, implemented, monitored, and kept on file by the nutrition services provider as required in subsection 7636.7(c) above.

REMINDER:

Under this grant, funds may not be used to supplant existing staff hours; however, funds may be used to extend staff hours or add additional staff.

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VENDOR HEREBY REPRESENTS AND WARRANTS THAT THE INDIVIDUAL SIGNING THE REQUEST FOR QUALIFICATIONS IS DULY AUTHORIZED TO EXECUTE AND DELIVER THE PROPOSAL AND AGREEMENT ATTACHED.

Print Signatory Name and Title

Signature

Applicant Name

Address

Phone Number

Date

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APPENDIX A
SAMPLE SERVICE PROVIDER AGREEMENT

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of County and the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding County and Department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the County and the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless County and the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The County and the State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination County and the State may proceed with the work in any manner deemed proper by County and the State. All costs to County and the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the County and the State.

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9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase.
- Government Code Section 4550.

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b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time

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period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).

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Appendix B - Budget Forms

EXHIBIT B.1

PLANNING AND SERVICE AREA 24
CONTRACTORS BUDGET
CONTRACT #:

Program: Title III/C1&C2 RDN-Nutr-Ed
Fiscal Year: 2024-2025
Date: 7/01/2024-6/30/2025
Period: 12 Months

Budget Summary

Contractor Name:				<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No.--> ()			
Section "A"				Section "C" – MATCHING			
COST CATEGORIES	Total Budget Amount	cash/ in-kind	Amount Budgeted Breakdown	(enter) Line 9: Total Costs			• -
				(-) Line 10: Program Income			• -
				(-) Line 11: Non-Matching			• -
				(=) Net Costs			• -
				(X) factor			• 10%
				(=) Minimum Matching Requirement			0
				Section "D" – NON MATCHING CONTRIBUTIONS			
				SOURCE	CASH	IN-KIND	TOTAL
1. Personnel (+)	0	cash in-kind	0				
2. Staff Travel (+)	0	cash in-kind	0				
3. Staff Training (+)	0	cash in-kind	0				
4. Equipment (+)	0	cash in-kind	0				
5. Consultants (+)	0	cash in-kind	0				
6. Other Costs (+)	0	cash in-kind	0				
				TOTAL	-	-	-
				Section "E" – MATCHING CONTRIBUTIONS			
				SOURCE	CASH	IN-KIND	TOTAL
7. Total Direct Costs (+)	0	cash in-kind	0	1. Volunteer Time			-
8. Indirect Costs (+)	0	cash in-kind	0	2. Other Expenses			-
9. TOTAL COSTS (+)	0	cash in-kind	0	3.			
				4.			
				5.			
				6.			
				TOTAL	-	-	-
Section "B"				Section "F" – TITLE III/VII AAA GRANT DOLLARS			
FUNDING BY SOURCE	Total Budget Amount	cash/ in-kind	Amount Budgeted Breakdown	SOURCE			TOTAL
				STATE			FEDERAL
10. Program Income (+)	0	cash in-kind	0	1. Title III C-1	-	9,071	9,071
11. Non-Matching (+)	0	cash in-kind	0	2. Title III C-2	-	11,641	11,641
12. Matching (+)	0	cash in-kind	0	3.			
13. Grant Funds (+)	20,712	cash in-kind	20,712	4.			
14. TOTAL FUNDING (+)	20,712	cash in-kind	20,712	5.			-
				6.			-
				7.			-
				8.			-
				TOTAL	-	20,712	20,712

-20,712

Approved By (Agency): _____

Approved By (AAA): _____

Public Administrator / AAA Director Approval: _____

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EXHIBIT B.2

Provider:

ORIGINAL [X] REVISION NO. []

Title: IIIC1 & IIIC2

Program:	Title IIIC1&C2 RD-Nutr-Ed
Fiscal Year:	2024-2025
Date:	7/01/2024-6/30/2025
Period:	12 Months

	FEDERAL ALLOCATION		CASH MATCH		IN KIND MATCH	
Description/Wages	IIIC1	IIIC2	IIIC1	IIIC2	IIIC1	IIIC2
Registered Dietician						
Sub Total	-	-	-	-	-	-

	FEDERAL ALLOCATION		CASH MATCH		IN KIND MATCH	
Description/Other Costs	IIIC1	IIIC2	IIIC1	IIIC2	IIIC1	IIIC2
OTO Project						
Sub Total	-	-	-	-	-	-

	FEDERAL ALLOCATION		CASH MATCH		IN KIND MATCH	
Indirect Costs	IIIC1	IIIC2	IIIC1	IIIC2	IIIC1	IIIC2
Federally Approved Rate						
Indirect Cost Rate (Max 10%)						
Sub Total	-	-	-	-	-	-

Totals per Column						
--------------------------	--	--	--	--	--	--

Total of All Expenditures	
Federal Allocation Cash	-
Cash Match	-
In Kind Match	-
Total:	-

Approved By (Agency) & Date _____

Approved By (AAA) & Date _____

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EXHIBIT B.3

PLANNING AND SERVICE AREA 24
CONTRACTORS BUDGET
CONTRACT #:

Program:	IIIC1&C2 RDN-Nutr-Ed
Fiscal Year:	2024-2025
Date:	7/01/2024-6/30/2025
Period:	12 Months

Equipment Budget Detail Worksheet

The items below represent a partial list of equipment that may very well be a part of the overall operational system of your organization in delivering this program. Please consider these areas and itemize the cost amounts in detailed fashion as they appear on Line 4 (Equipment) on the Budget Summary, page 1.

For PURCHASE /RETURN OF FUNDS AND EQUIPMENT, please refer to your contract

Equipment Over \$1,000	Cash \$	Cash Match \$	In-Kind Match \$	Total \$
1.	-			-
2.	-			-
3.	-			-
4.	-			-
5.	-			-
6.	-			-
7.	-			-
8.	-			-
9.	-			-
Total Other Costs (Budget Summary, Line 8)	-			-

Equipment Under \$1,000	Cash \$	Cash Match \$	In-Kind Match \$	Total \$
1.	0			-
2.	-			-
3.	-			-
4.	-			-
5.	0			-
6.				
7.				
8.				
Total Indirect (Budget Summary, Line 8)	0			0

Approved By (Agency): _____

Approved By (AAA): _____