



**REQUEST FOR PROPOSALS
RFP 1015-24

FOR

HOME DELIVERED MEALS

(Older Americans Act Title III C-2)**

ISSUED BY:

Imperial County Area Agency on Aging

RELEASE DATE:

February 5, 2024

DUE DATE:

March 8, 2024

**Imperial County Purchasing Department
Attn.: Rhoda Hoffman
RFP 1015-24 Home Delivered Meals
1125 Main Street
El Centro, CA 92243
442-265-1866**

**RFP 1015-24
HOME DELIVERED MEALS**

TABLE OF CONTENTS

I.	Introduction	3
II.	Request for Proposal Process	8
III.	Request for Proposal Questions	12
IV.	Contracting Requirements and Standards	16
V.	Scope of Services	21
Appendix A:	Sample Service Provider Agreement	24
Appendix B:	Nutritional Requirements and Meal Guidelines	28
Appendix C:	Client Complaint and Grievance Procedures	35
Appendix D	Budget Forms	
	Exhibit B.1.....	37
	Exhibit B.2.....	38
	Exhibit B.3.....	39
	Exhibit B.4.....	40
Appendix E	California Civil Rights Laws Certification	41

RFP 1015-24
HOME DELIVERED MEALS

I. INTRODUCTION

A. Background

The Imperial County Area Agency on Aging (“ICAAA”) home delivered meal program (“Program”) provides a daily nutritious meal to individuals 60 years of age and older who are frail and homebound by reason of illness, disability, or isolation. The Program is designed to meet the needs of individuals who have no support systems in place to assist them in shopping for or preparing meals.

The home delivered meal program targets older individuals with the greatest economic and/or social needs, with particular attention to low-income and minority individuals living in rural areas. Eligible individuals may also include [subject to an assessment]: (1) the spouse of the homebound older individual, and (2) an individual with a disability who resides at home with the homebound older individual. Meals comply with the most recent Dietary Guidelines for Americans and provide one-third [1/3] of the dietary reference intakes. Ancillary services include education about nutrition and healthy eating. The ICAAA is also interested in expanding outreach efforts to identify qualifying participants who could benefit from the Program.

The ICAAA Program is designed to improve the quality of life for seniors by providing a nutritionally balanced meal and social contact that contributes to overall better health and wellbeing.

B. Request for Proposals Objective

The ICAAA is seeking third-party service providers to expand and improve the existing home delivered meal program beginning in July 2024. The objective of this Request for Proposals (“RFP”) is to award funding to one or more service providers for the procurement, preparation, transportation, and delivery of meals to homebound seniors.

C. Current Statistics

As of the date of the release of this RFP, an average of 1,787 home delivered meals were provided weekly to individuals throughout Imperial County. Specific information regarding the number of meals served by geography for FY 22-23 is available in Section II. I. “Current Meal Data.”

D. Contract Start Date, Annual Renewal, and Contract Duration

The ICAAA expects a service provider to be selected and services to commence July 1, 2024, [see Section II. B. “Timeline and Submission of Proposals”]. The proposed contracting period is July 1, 2024, to June 30, 2025, with three (3) additional annual contracts awarded *all contingent upon funding availability*. Contracts awarded as a result of this RFP may be renegotiated: (1) to provide service during FY 2025-2026, FY 2026-2027, and FY 2027-2028, and (2) for any funding additions or reductions to ICAAA’s congregate nutrition program. A Sample Service Provider Agreement is attached as Appendix A.

E. Insurance Requirements

1. Prior to commencement of any work under a contract resulting from a grant award, and during the term of said contract, the Contractor hereby agrees at its own cost and expense to procure and maintain during the term of this Agreement, and any extended term thereof, commercial general liability insurance (bodily injury and property damage) and professional liability insurance in a sum

RFP 1015-24
HOME DELIVERED MEALS

acceptable to the County and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

- 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.

2. 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.

RFP 1015-24
HOME DELIVERED MEALS

3. 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.

4. 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;

RFP 1015-24
HOME DELIVERED MEALS

- 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 filing of the certificate. CONTRACTOR understands and agrees that any and all employees, regardless of hire date,

RFP 1015-24
HOME DELIVERED MEALS

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.

5. 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.

F. Funding Allocation and Availability of Funds

For Fiscal Year 2023-2024 [July 1 – June 30], the ICAAA allocated seven hundred thirty-three thousand two hundred sixty-five dollars (\$733,265.00) for the home delivered meal program. A comparable level of funding is anticipated to be available for July 1, 2024, to June 30, 2025, contract year, and for each twelve-month period thereafter through June 30, 2028. *Funding is contingent upon the receipt of federal and state monies, and approval of the Area Plan by the Imperial County Board of Supervisors and the California Department of Aging (CDA).*

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.

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.

G. Service Proposal for Entire County or Portion Thereof

Service providers may submit proposals to serve the entire county or one or more of these three (3) designated areas within Imperial County: **North County** [Salton City, Brawley, Westmorland, Niland], **Central County** [Winterhaven, El Centro, Imperial, Seeley, Ocotillo], **South County** [Calexico, Heber, Holtville]. Service providers are expected to make this designation clear in their proposal.

H. Award of Contract

The ICAAA intends to award a contract to the service provider(s) submitting the most cost effective proposal, with: (1) a history of outstanding and reliable customer service; (2) demonstrated ability to provide quality meals; (3) ability to timely submit program reports in a format acceptable to the ICAAA; and (4) cost transparency in contracting for services. Proposals should look to improve the existing home delivered meal program, as well as describe how the number of participants served will be increased to meet the needs of Imperial County's senior population.

I. Eligible Service Providers

Any public, private nonprofit, or private for-profit incorporated, organization may apply. Note: the ICAAA must receive approval from the CDA before a contract may be awarded to a private for-profit organization.

RFP 1015-24
HOME DELIVERED MEALS

II. REQUEST FOR PROPOSAL PROCESS

A. 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, food costs, 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.

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 (unit = one meal served), 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.

B. 2021 Timeline and Submission of Proposals

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

RFP 1015-24
HOME DELIVERED MEALS

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:

Imperial County Purchasing Department
Attn.: Rhoda Hoffman
RFP 1015-24 Home Delivered Meals
1125 W. Main Street
El Centro, CA 92243

C. 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 10:00 A.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 14th and 21st, 2024. Responses to questions will be emailed to all Proposers.

Service provider attendance is RECOMMENDED.

D. RFP Accuracy

The accuracy and completeness of this RFP is not guaranteed. The RFP may contain unintended errors, conflicts, omissions, and/or discrepancies (collectively “errors”). Should a service provider discover an error, the service provider should notify the ICAAA prior to the Technical Assistance Workshop. All identified and reported errors will be addressed by the ICAAA at the Technical Assistance Workshop.

RFP 1015-24
HOME DELIVERED MEALS

E. Site Visit

The ICAAA may require a site visit prior to making its recommendation to the Board of Supervisors. If so, ICAAA staff will contact the proposed service provider(s) and arrange for a site visit that may also include the County of Imperial Public Health Department.

F. Evaluation Criteria and Selection Process

The ICAAA is looking to award home delivered meal services to a service provider with:

- A proven track record in providing high quality, participant-endorsed, and cost competitive meal services, as well as nutrition education.
- Experience serving similarly sized and geographically dispersed populations.
- Demonstrated exceptional customer service (bilingual in English and Spanish preferred), including an assigned contract manager with excellent communication skills.
- Cost transparency in contracting and detailed cost allocations.
- Demonstrated ability to implement the meal services within the proposed timeline.
- Financial stability.
- Contingency plan and testing for operational disruptions (i.e., earthquake, power outage, etc.).
- Ability to provide timely and accurate reporting related to services provided which include but is not limited to budget, claims, and data.
- Ability to improve present service levels.
- Successful outreach to low-income and minority elderly that increase participation of seniors currently not served.
- Ability to attract and maintain active volunteers.
- Ability to leverage and augment home delivered meal funding through contributions, donations, fundraisers, and suggested contributions from participants. Note: Title III C-2 funds may not be used to supplant existing staff hours or services; however, funds may be used to extend staff hours or add additional staff.

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 provided 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, plan, or methodology	15
Adequacy of the proposer's facilities and resources	15
Cost effectiveness of the proposer's services	15
Comparability of the proposal to the objectives specified in this RFP	<u>15</u>
TOTAL POSSIBLE SCORE	100

RFP 1015-24
HOME DELIVERED MEALS

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.

Contract award decisions made by the BOS may be appealed or protested. Appeals and protests must be received **in writing** by the ICAAA at the address noted in Section II. B. within fifteen (15) calendar days of when formal action is taken by the BOS to award the ICAAA contract.

G. Contact during Proposal Process

Questions regarding this RFP **must** be directed to Rhoda Hoffman via email at: RhodaHoffman@co.imperial.ca.us. Contact with others within the ICAAA or any attempt to unduly influence the RFP process may result in disqualification of a service provider’s proposal.

H. Existing Provider

The competitive RFP process will include an evaluation of each service provider’s ability to improve the quality of services and cost-effectiveness compared to the current service provider. The existing provider has over thirty (30) years of experience in providing countywide multi-site congregate meal services and currently provides an integrated Nutrition Program consisting of Nutrition Support, Congregate Nutrition, Home Delivered Meals, and Transportation.

I. Current Meal Data

The town and county community noontime drop off routes include the locations listed below with a corridor drop off as initiated by consumer demand: El Centro, Holtville, Brawley, Calipatria, Westmorland, Winterhaven, Calexico, Seeley, Imperial, Niland, West Shores/Salton City, and county roads. Service provider proposals must maintain or exceed these meal counts and may propose consolidating routes or adding new routes to reach the greatest number of seniors. Service providers may apply to provide services to a designated area(s) only or all county areas.

Home Delivered Meals – Averages for FY 22-23												
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Total Meals Delivered	9,902	9,712	7,912	6,350	5,977	6,147	5,698	5,240	6,285	6,554	7,637	8,372
# of Days per Month Meals Delivered	22	23	20	23	22	21	23	20	21	22	23	20
Average Delivered per Day	450	422	396	276	272	292	248	262	299	298	332	419

RFP 1015-24
HOME DELIVERED MEALS

III. REQUEST FOR PROPOSAL QUESTIONS

Please provide a table of contents with identification of each section and page number. Each question should be answered in full, using the same numbering system as that used for the questions. A nil response to any question will imply a negative answer from the service provider. Brief or one-word answers may be interpreted negatively.

Clearly indicate in your proposal if your intent is to provide home delivered meal services for all of Imperial County or one or more of these designated areas: North County [Salton City, Brawley, Westmorland, Niland], ***Central County*** [Winterhaven, El Centro, Imperial, Seeley, Ocotillo], ***South County*** [Calexico, Heber, Holtville].

A. Preliminary Information and Due Diligence Documents

1. An executive summary of your proposal containing:
 - a. The name and address of your company;
 - b. The name, title, telephone number, and email address of the person to be contacted with respect to your proposal;
 - c. A summary description of the home delivered meal services to be provided.
2. Provide an overview of your company, including corporate status (public, private nonprofit, or private for-profit), time in business, geographic areas of operation, and the number of employees/volunteers directly involved in providing meal services.
3. Provide the name and title, and describe the experience/expertise of the staff member most likely to be assigned primary responsibility for the contracted services sought by this RFP.
4. Provide details of all significant risks, including anticipated or pending litigation, which may have an adverse, material effect on your company's ability to provide the contracted services.
5. Provide the following due diligence documents and information:
 - a. Financial statements for calendar years 2020, 2021 and 2022 [if owned by or affiliated with a parent company, segregate by the company responding to this RFP].
 - b. A copy or description of your Disaster Recovery/Business Resumption Plan (DR/BRP) and any testing of the DR/BRP within the past three (3) years. Describe how you would provide continuing service in the event of a localized disaster. How often are contingency plans reviewed and tested? Briefly describe the testing methodology (e.g., simulated disaster with actual alternative site regeneration and recovery). Have you ever had to implement your disaster recovery plan in an actual disaster? If so, describe the circumstances and the effectiveness of the plan.

B. References

Provide three references from current clients, preferably from clients whose size and service needs are similar to those of the ICAAA. Include for each reference: (1) the name, title, telephone number and email address for the person ICAAA is to contact; (2) the number of home delivered meals served; (3) the length of time the client has been contracted with you; and (4) a description of any other services you currently provide to the client.

RFP 1015-24
HOME DELIVERED MEALS

C. Proposal Pricing/Budget for Services

The ICAAA is looking to partner with a service provider that demonstrates a commitment to serving the greatest number of seniors possible. Service providers should ensure that their pricing proposal focuses on the provision of meal services vs. funding of agency overhead/administrative costs.

Submit an all-inclusive, detailed schedule of all fees for the proposed services, including but not limited to implementation, personnel, equipment, meal transportation, food costs, training, etc. If tiered pricing is used, indicate in your pricing proposal/budget how increases in the number of meals served impacts costs of service.

The ICAAA is also amendable to a funding proposal that contemplates delivery of meals on less than a daily schedule, which is supplemented by a phone call on “off meal” delivery days; for example, a proposal that contemplates the delivery of seven (7) meals on a Monday/Wednesday/Friday schedule, with a check-in phone call on Tuesdays and Thursdays.

The ICAAA encourages service providers to leverage funding with non-Title III C-2 funds and by the use of community 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 proposal as can be documented. There is also an opportunity for participants to contribute to the cost of the meal. This revenue should be reflected in your pricing proposal.

D. OAAPS Reporting Capabilities

All ICAAA grantees are required to participate in the Older Americans Act Performance System (OAAPS) using the SAMS/WellSky reporting system. Service providers must timely and accurately provide the information requested for all program related costs, activities, and units of units of service.

Describe your company’s experience with the (OAAPS) system and describe the types of other program specific reports that are available to the ICAAA.

E. Customer Service and Quality

1. What are your customer service hours (for example, Monday through Friday, 8:00 a.m. to 6:00 p.m. Pacific Time)? How do you ensure satisfactory coverage during vacations, illnesses, etc.?
2. Describe how a service complaint from the ICAAA would be routed/handled. Describe how a service complaint from a meal client would be routed/handled. Describe how client service inquiries are tracked and monitored. What standard have you established for responding to inquiries? How are service quality and client satisfaction measured? Are there formal client service reviews? How frequently are they performed?
3. Does your customer service center provide bilingual [English/Spanish] call support?
4. Do you perform pre-employment background checks? How are volunteers and subcontractors screened? Is any of this information updated on an annual basis?
5. Describe the initial and ongoing training programs for all employees, volunteers, and subcontractors who may provide home delivered meal services to ICAAA clients. Please include information for all positions, including cooks, food handlers, transportation providers, etc.

RFP 1015-24
HOME DELIVERED MEALS

6. Describe your personnel training programs for confidentiality and information security obligations as they relate to non-public client information that comply with CDA Security Awareness training.
7. Will you agree to a penalty agreement for failing to meet agreed upon performance standards and service levels?
8. Describe how your company will ensure compliance with all federal, state and local (i.e., the County of Imperial Public Health Department or other County Public Health Department) regulations pertaining to the home delivered meal services to be provided.

F. Implementation

Service providers must include in their proposal a project plan to ensure a successful implementation by the July 1, 2024, start date.

1. Do you have a special team and/or department assigned to handle the conversion of new clients from an existing provider to your company? If yes, describe the resources (personnel, training, consultants, etc.) to be provided prior to and after the transition date of July 1, 2024.
2. What are the typical problems the ICAAA should expect to encounter during a conversion and how might they be minimized?
3. Provide a sample, step-by-step process, including timeline, for converting the ICAAA home delivered meal services to your company.

G. Participant Feedback

Service providers contracted to provide home delivered meal services will be required to: (1) perform an initial and thereafter annual nutrition risk screening to identify individuals at high nutrition risk or at risk for malnutrition (an "Intake Assessment"); (2) participate in a Client Satisfaction Survey on at least an annual basis; and (3) participate in a Meal Satisfaction Survey on at least a quarterly basis. Surveys must be provided in both Spanish and English. The ICAAA will collaborate with providers to administer the Client Satisfaction and Meal Satisfaction Surveys.

Describe or provide a copy of each proposed assessment/survey instrument [Intake Assessment, Client Satisfaction and Meal Satisfaction Surveys], recognizing that the Intake Assessment and surveys will be approved by the ICAAA prior to implementation. The Client Satisfaction Survey should include all aspects of program delivery including but not limited to timeliness of food delivery, responsiveness of service provider staff, etc. The Meal Satisfaction Survey should address all aspects of the meal, including, but not limited to temperature, taste, freshness, variety, quality, presentation, etc.

All findings from the surveys will be used to improve services. Service providers must keep the completed surveys and the tabulated results on file for a minimum of four (4) years. A copy of the tabulated results from the Client Satisfaction Survey must be submitted to ICAAA within ten (10) calendar days of the end of the FY in which services are being provided, or within thirty (30) days of data receipt if the survey is conducted more frequently. Meal Satisfaction Survey results are due to the ICAAA within ten (10) calendar days of data receipt by the service provider. The ICAAA will provide assistance to the service provider in establishing the participant feedback process.

H. Other

1. Describe all additional services not previously disclosed that should be considered by the ICAAA in evaluating your proposal, including, but not limited to Title III C-2 health promotion support services such as community education and outreach efforts to seniors.

RFP 1015-24
HOME DELIVERED MEALS

2. Disclose any additional factor that could materially influence the ICAAA's consideration of your proposal.
3. Describe the frequency and extent of fiscal and operational audits. What levels of management review audit reports? Who has the authority and responsibility to implement changes to correct audit deficiencies?
4. Identify all subcontractors who may be used to provide congregate meal services. Indicate the nature of the relationship, the subcontractors involved and any restrictions which may apply.

RFP 1015-24
HOME DELIVERED MEALS

IV. CONTRACTING REQUIREMENTS AND STANDARDS

A Sample Service Provider Agreement is attached as Appendix A. To be awarded a contract to provide home delivered meal services, a service provider must demonstrate that they meet or exceed the following requirements and standards.

In your proposal, please indicate if you currently meet the following requirements or that you will meet the requirements if awarded the contract by the ICAAA. Additionally, indicate in your proposal that your company agrees to meet or exceed the following requirements and standards for the duration of the contract term:

A. Program Requirements

The procurement, preparation, transportation, and serving of home delivered meals are governed by a variety of sanitation, food preparation and delivery regulations, requirements and standards (collectively, “requirements”) including the federal Older Americans Act [42 U.S.C. §3001 et seq. and Code of Federal Regulations Title 45, Chapter XIII, Part 1321 et seq.], the state Older Californians Act [Welfare and Institutions Code §15600 et seq. and California Code of Regulations, Title 22, Division 1.8], federal and state Occupational Safety and Health Administration standards, the California Retail Food Code, and applicable California Department of Aging Program Memos. Service providers must meet all requirements applicable to the receipt of federal and state funds for the ICAAA congregate meal program.

In their proposal, service providers must affirmatively state that they will comply with the following minimum program requirements. Any service provider awarded a contract by the ICAAA will be responsible for meeting these requirements for the duration of the contract:

- Target programs to benefit older persons with 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.
- Ensure compliance with all local health department rules and California Retail Food Code sections regarding the safe and sanitary preparation and service of meals.
- Specify plans to serve the needs of low-income minority seniors in their project area, attempting to serve them in accordance to their needs.
- 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, resources, or failure to give a donation.

RFP 1015-24
HOME DELIVERED MEALS

- Provide clients with the opportunity for confidential voluntary 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 thirty (30) days of contract award.
- Report monthly, and/or as requested, as to the program's fiscal and programmatic status.
- If applicable, adhere to the policies of the Imperial County Fleet Services regarding the servicing of all program vehicles.
 - Include the following statement on all advertising, brochures, poster, etc.:

"Funding for this service has been provided by the Imperial County Area Agency on Aging through a grant award from the California Department of Aging"

- Coordinate service with other County of Imperial departments and local agencies to provide information of interest to homebound seniors that promote a community based system of care for participants.
- Minimum Number of Service Units:
 - Prepare a total of 70,450 home delivered meals to approximately 450 unduplicated seniors countywide. Unit = 1 meal

B. Menu Planning Requirements

In their proposal, service providers must affirmatively state that they will comply with the following menu planning requirements. Any service provider awarded a contract by the ICAAA will be responsible for meeting these requirements for the duration of the contract:

- Comply with all Meal Guidelines and Nutritional Requirements (refer to Appendix B of this RFP).
- Copies of menus in English or Spanish shall be made available to the ICAAA and participants upon request.
- Coordinated outreach with the ICAAA to enhance community awareness about the home delivered meal program.
- Coordinated menu planning with a registered dietician to ensure the menus meet the Dietary Guidelines for Americans and provide one-third [1/3] the dietary reference intakes.

RFP 1015-24
HOME DELIVERED MEALS

C. Food Procurement Requirements

In their proposal, service providers must affirmatively state that they will comply with the following food procurement requirements. Any service provider awarded a contract by the ICAAA will be responsible for meeting these requirements for the duration of the contract:

- Food procurement procedures shall comply with Title 22, California Code of Regulations, California Retail Food Code (“CRFC”) standards, and Hazard Analysis Critical Control Point (“HACCP”) best practices guidelines.
- All food shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.
- To the extent possible, service providers are encouraged to participate in group food purchasing.
- A comparative cost analysis shall be performed by the ICAAA or an ICAAA consultant on an on-going basis to determine if service provider is obtaining the highest quality food for the lowest price available.

D. Food Storage Requirements

In their proposal, service providers must affirmatively state that they will comply with the following food storage requirements. Food safety and sanitation is a priority concern and any service provider awarded a contract by the ICAAA will be responsible for meeting these requirements for the duration of the contract:

- Food storage procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
- Adequate and suitable space free from vermin, dirt, and contamination or adulteration shall be provided for the storage of food and beverages, and cooking, serving, and eating supplies.

E. Food Production Requirements

In their proposal, service providers must affirmatively state that they will comply with the following food production requirements. Any service provider awarded a contract by the ICAAA will be responsible for meeting these requirements for the duration of the contract:

- Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
- Food production and meal service delivery shall be under the supervision of a trained staff in food service management to ensure food service sanitation and the practice of hygienic food handling techniques are followed. This person shall function with the advice of a Registered Dietitian.
- Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed:
 - A Registered Dietitian must approve all menu substitutions.

RFP 1015-24
HOME DELIVERED MEALS

- A Menu Substitution Form must be completed and signed by a Registered Dietitian.
- The completed Menu Substitution form shall be kept on file for ICAAA review.
- Production Control:
 - Production schedules or worksheets must be available in the food preparation area.
 - Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.
 - Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
- Meal Service/Temperature Monitoring:
 - All food shall be packaged and transported in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.
 - Temperature Monitoring:
 - ✓ All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen.
 - ✓ All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked upon delivery and immediately before meal service.
 - ✓ The service provider must have written procedures for monitoring food temperature.
 - ✓ The service provider must use a form to document food temperatures daily (i.e. Food Temperature Log).
 - ✓ The service provider shall have a staff member review the completed Food Temperature Logs daily. If problems are discovered, an action plan must be developed immediately to resolve the issue. All completed Food Temperature Logs must be maintained on file for ICAAA review and available for inspection upon request.
 - ✓ To maintain quality in prepared foods, holding times shall be kept to a minimum. A long period of holding hot foods diminishes the nutrient content and palatability of foods.
 - ✓ Holding time shall not exceed 4 hours between the end of production and the delivery of the meal.
 - Milk and milk products shall be provided in individual, commercially filled containers.
 - Single service utensils and tableware shall be used one time only and then discarded.

RFP 1015-24
HOME DELIVERED MEALS

F. Nutritional Requirements and Meal Guidelines

In their proposal, service providers must affirmatively state that they will comply with the following nutritional requirements and meal guidelines. Any service provider awarded a contract by the ICAAA will be responsible for meeting all requirements of the Older Americans Act, Title 22 and the California Department of Aging Program Memo 12-17 for the duration of the contract.

The ICAAA Registered Dietitian will provide assistance to the service provider to establish and administer nutrition services in accordance with Section 339 of the Older Americans Act, and follow the general requirements in Title 22, Division 1.8, Section 7500 of the California Code of Regulations.

The Registered Dietitian will provide the following activities to meet the mandated requirements:

- At a minimum, quarterly inspection for safe food handling and sanitation practices of food facilities.
- Review and approve the content of staff training prior to presentation.
- Review and certify the cycle menus.
- Provide input, review, and approve the content of nutrition education prior to presentation.
- Provide technical support and assistance as needed.

G. Complaint Procedures

In their proposal, service providers must affirmatively state that they will have a written Complaint Procedure for program participants who wish to file a complaint or grievance about the provision of home delivered meal services, pursuant to California Code of Regulations Title 22, Section 7400. Any service provider awarded a contract for services by the ICAAA will be responsible for following the complaint resolution procedures provided in Appendix C for the duration of the contract.

H. California Civil Rights Laws Certification

Pursuant to Public Contract Code Section 2010, a person that submits a bid for proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time of the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code). (See Certification Form in Appendix E.)

RFP 1015-24
HOME DELIVERED MEALS

V. 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 OAA Title III C-2 Home-Delivered Nutrition Program provides nutritious meals, nutrition education, and nutrition risk screening to individuals aged 60 or older that are homebound due to illness or disability, or are isolated. The Program targets homebound older individuals with the greatest economic or social need, with particular attention to low-income, minority older individuals, and older individuals living in rural areas. The Program goals are to promote better health through nutrition, provide links to other supportive services, and reduce social isolation through contact with the individuals who deliver the meals. Each meal must meet the nutritional standards outlined in the Dietary Guidelines for Americans and provide a minimum of one-third of the Dietary Reference Intakes. Most Home-Delivered Nutrition Programs provide meals five days a week delivered by staff or volunteer drivers. In addition, programs provide nutrition education at least four times per year and nutrition counseling is available in some areas.

B. Program Funding

One award of \$733,265 shall be granted to provide the Congregate Nutrition Program to older persons 60 years of age or older countywide. Grantees must meet all requirements applicable to the receipt of these federal and state funds.

C. Program Direction

The Program improves participants' dietary intakes and reduces social isolation to help participants remain independent and in their own home. This prevents premature institutionalization and its associated costs.

D. Eligibility Factor

The following groups are eligible to receive these services:

- Persons age 60 or older
- Regardless of age, the following are also eligible:
 - Eligible individuals must be homebound by reason of illness, incapacity, disability, or are otherwise isolated.
 - Spouses of eligible participants, regardless of age, may also receive meals if it is beneficial to the participant.
 - Individuals with a disability who reside at home with an older individual may receive a meal if it in the best interest of the homebound senior.

D. Program and Minimum 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.

RFP 1015-24
HOME DELIVERED MEALS

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.

PROGRAM: **Home Delivered Meals**

GOAL: Basic minimum nutritional needs and opportunities for social contact for home bound seniors will be met in part by the AAA Home Delivered Meals Program

RATIONALE: Title IIIC funding represents over half of the 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 the nutrition program are decreasing. The ICAAA has determined that, as overall nutrition dollars are available, the need for Congregate meals will be address as the highest 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 senior nutrition 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 D).

MINIMUM UNITS OF SERVICE

70,450 Meals (Title IIIC-2) – ICAAA contract provider to prepare a total of ### home delivered meals to approximately 450 unduplicated seniors countywide. (Unit=1 meal)

Seniors to be served – 450 unduplicated seniors.

For examples of qualifying activities (per [CDA Service Category Dictionary](https://www.cda.gov/cda/service-category-dictionary)), see DEFINITIONS section on page 13. (Link to CDA Service Category Dictionary: <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zYVluwocgk52g%3D%3D>)

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.

RFP 1015-24
HOME DELIVERED MEALS

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

RFP 1015-24
HOME DELIVERED MEALS

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.
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

RFP 1015-24
HOME DELIVERED MEALS

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.

RFP 1015-24
HOME DELIVERED MEALS

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 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.)

RFP 1015-24
HOME DELIVERED MEALS

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).)

RFP 1015-24
HOME DELIVERED MEALS

APPENDIX B
NUTRITIONAL REQUIREMENTS AND MEAL GUIDELINES

When planning meals, the Older Americans Act (Section 339) and the Dietary Guidelines for Americans (DGA) are to be considered.

- <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>
 - https://www.dietaryguidelines.gov/sites/default/files/2021-03/Dietary_Guidelines_for_Americans-2020-2025.pdf
 - <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnsWdwFAig%3d%3d>
- A. Each daily meal pattern shall meet the minimum one-third (1/3) of the Dietary Reference Intake (DRI) requirements.
- B. Menus must be written for at least a 5-week cycle and should be modified seasonally.
- C. Health, cultural, ethnic, and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.
- D. Baking, boiling, and steaming of foods is strongly recommended over deep-frying.
- E. Total fat intake should be kept between 20 to 35 percent of calories, with most fats coming from sources of polyunsaturated and monounsaturated fatty acids such as fish, nuts, and vegetable oil.
- F. An average of 550-750 calories per meal should be provided.
- G. The menu cycle must be reviewed and approved by ICAAA's Registered Dietitian. Menus should be submitted to the Registered Dietitian forty-five (45) days prior to the menu start date. Menus will be returned to the Provider at least fifteen (15) days prior to the menu start date.
- H. Service provider shall provide a detailed nutritional meal analysis that complies with the dietary guidelines and DRI nutrition requirements as demonstrated by Table 1—Target Nutrients (below). Analysis shall be completed for each monthly meal plan and be reviewed and approved in advance by the ICAAA dietitian. If a nutritional analysis is not feasible, then component menu planning may be used (reference Table 2, below). Providers should focus on:
- Vitamin A
 - Vitamin C
 - Protein
 - Calories
 - Calcium

RFP 1015-24
HOME DELIVERED MEALS

- Fiber

Additionally, meals should not exceed 760 mg sodium per meal, on average per week.

- I. Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions.
- J. The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, and B12; calcium; chromium; copper; iron; magnesium; sodium; and zinc.

2. Meal Requirements (Components)

- A. Protein - A minimum of 2.0 ounces of cooked, edible lean meat or alternative providing at least 15 grams of protein, such as meat, fish, poultry, legumes, eggs, or cheese.
 - Ground beef shall not have a fat content in excess of 20% and may be used in entrees no more than twice a week.
 - Roast meat, steak, or chops must be served once per week.
 - Poultry must be served at least once per week (necks or wings may not be used). • Legumes such as lima, kidney, navy, black, pinto, or garbanzo beans, lentils, black eyed peas, and soybeans should not be counted as both vegetable and protein and should be served as often as possible in accordance with participant acceptance.
 - Meats shall be fresh or frozen and shall have been slaughtered, processed, manufactured, and packaged in plants operated under the USDA Inspection Program and must bear an appropriate seal.
 - Minimum grading requirements for all grade cuts are as follows:
 - Beef - USDA Choice
 - Lamb - USDA Choice
 - Variety Meats - Grade No. 1 from USDA inspected plants
 - Poultry –USDA Grade “A”
 - Fish/Seafood - Fresh or frozen, provided that frozen items are a nationally distributed brand, packed under continuous inspection of the US Department of Interior
 - Cheese - USDA Grade “A” non-processed cheese
 - Eggs - USDA or State Graded “A”
 - Breaded food portions shall contain no more than one ounce of breading in addition to the 2 ounces protein portion required. Breaded food items shall be provided not more than once per week.

RFP 1015-24
HOME DELIVERED MEALS

- Gravies and sauces served with entrée items must be prepared using a low-sodium base.

B. Vegetables – Fresh, frozen, or canned

- Each meal must contain a minimum of 1 - 2 half-cup servings.
- Vegetables as a primary ingredient in soups, stews, casseroles, or other combination dishes should total ½ cup per serving.
- Same/like vegetables should not be served on more than two days per week. Every effort should be made to serve different vegetables in each weekly meal package.
- Raw leafy vegetables (salads) should equal 1 cup if they are to be considered a serving.
- Canned vegetables shall be provided not more than twice per week.

C. Fruit – Fresh, frozen, or canned

- Each meal must contain one serving.
- A serving of fruit equals:
 - 1 medium-sized whole fruit
 - ½ cup fresh, chopped, cooked, frozen, or canned drained fruit
 - ½ cup 100% fruit juice
- Fresh, frozen, or canned fruit should be packed in juice, or without sugar. Fruit should not be packed in light or heavy syrup.
- Canned fruit shall be provided not more than twice per week.

D. Bread/Grains – Bread, rice, or pasta

- Each meal must contain 1 - 2 servings of grains or enriched bread (1 oz) or bread alternate.
- Pasta or rice must contain a ½ cup serving portion. At least half of the daily intake of grains must be from whole grains. Grains that are processed (not whole) must be fortified.

E. Dairy and Soy Alternatives–

- Each meal should include one serving from the dairy or soy alternative group.
- Foods from this group should be fat-free or low-fat (1%) milk, yogurt, and cheese. Low-lactose and lactose-free dairy products are available for individuals who are lactose intolerant.
- Dairy alternatives, including fortified soy beverages (also known as “soy milk”) and soy yogurt are included as part of this group because they have similar nutrient composition

RFP 1015-24
HOME DELIVERED MEALS

to milk and yogurt. Products made from plants (e.g., almond, rice, coconut, oat, and hemp “milks”) are not included as part of the dairy group because their overall nutritional content is not similar to dairy milk and fortified soy beverages.

- The following are examples of one serving:
 - 1 cup (8 ounces) milk, yogurt, or fortified soy beverage
 - 1 ½ ounces cheese or 1/3 cup shredded cheese
- The dairy and soy alternatives group includes:
 - All fluid, dry, or evaporated milk, including lactose-free and lactose-reduced products and fortified soy beverages (soy milk), buttermilk, yogurt, kefir, frozen yogurt, and cheeses (e.g., brie, camembert, cheddar, cottage cheese, colby, edam, feta, fontina, goat, gouda, gruyere, limburger, Mexican cheeses [queso anejo, queso asadero, queso chihuahua], monterrey jack, mozzarella, muenster, parmesan, provolone, ricotta, and Swiss). Most choices should be fat-free or low-fat.
- Cream, sour cream, and cream cheese are not included due to their low calcium content.

F. Dessert - Optional

- The Dietary Guidelines include recommendations for nutrient-dense foods. Nutrient-dense foods provide vitamins, minerals, and other health-promoting components and have little added sugars, saturated fat, and sodium.
- The caloric needs of older adults are often lower due to reduced physical activity, changes in metabolism, and/or age-related loss in bone and muscle mass, while vitamin and mineral needs are similar or higher compared to younger adults. The unique nutritional needs of older adults make it particularly important for OCNP menus to provide nutrient-dense foods and limit desserts which are often high in saturated fat, added sugars, and refined grains.
- Desserts high in saturated fat, added sugars, and/or refined grains should be limited to no more than once a week and should be an optional element of the meal. Instead, provide fruits, including fresh, frozen, canned, or dried fruit as desserts.
- If a fruit- or grain-based dessert, such as cake, pie, or cobbler, is counted toward the fruit and/or grains requirement, it may be used to meet a portion, but not the full required servings for fruit and grains in a meal. A fruit-based dessert containing one-quarter cup of fruit per serving may be counted as meeting half of the required fruit per meal. A grain-based dessert containing one-quarter cup of grains (or equivalent) per serving may be counted as meeting half of a grain serving.

RFP 1015-24
HOME DELIVERED MEALS

G. Condiments and Product Substitutes









- Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided but should not be counted as fulfilling any part of the nutritive requirements.
- Condiments such as salad dressings, ketchup, soy sauce, mustard, and mayonnaise do not need to be counted in a menu analysis if they are served “on the side” and are not combined with the food.

H. Sodium

- The Dietary Guidelines recommend limiting sodium to the Chronic Disease Risk Reduction (CDRR) level defined by the National Academies based on evidence of the beneficial effect that reducing sodium intake has on hypertension risk and cardiovascular disease risk. Although the established AI for sodium is 1500 mg per day, the CDRR recommendation is to reduce sodium intakes if above 2300 mg per day and this recommendation is the basis for the OCNP target of 760 mg sodium per meal.
- When planning menus, the target for sodium content is less than or equal to 760 mg sodium per meal, averaged over the number of meals provided in one week.
- Meals containing equal to or greater than 1000 mg of sodium should be avoided. High sodium meals containing equal to or greater than 1000mg, must not exceed more than one meal per week and must be identified on the nutrient analysis and on the participant menu as containing greater than 1000 mg sodium.

Figure 2 provides strategies and tips for lowering the sodium content in meals.

Figure 2.

Tips for Reducing the Sodium Content in Meals		
Instead of:		Try:
Flavoring foods with salt, high sodium seasonings, soy sauce		Onions, garlic, fresh or dried herbs, spices, vinegars, citrus juices, diluted soy sauce (equal parts soy sauce and water)
High sodium soup bases and canned foods		Low sodium, reduced sodium* or no salt added soup bases and canned goods
High sodium canned foods (vegetables, legumes)		Drain and rinse canned foods like vegetables and legumes with water
Canned vegetables with salt, frozen vegetables with sauce		Fresh, canned without salt, or frozen vegetables without sauce
Processed meats, poultry, and seafood (deli meat, sausage, pepperoni, sardines)		Fresh meat, poultry, and seafood
Instant products like flavored rice and ready-made pasta		Regular rice and pasta with low sodium seasonings and sauces
High sodium condiments like ketchup, mustard, pickles, olives, salad dressings		Low or reduced sodium* condiments and salad dressings
Purchasing products without comparing nutrition labels		Reading the Nutrition Facts labels to compare products and choose lower sodium foods

* Foods labeled "reduced sodium" may still be high in sodium. Read the Nutrition Facts label to determine sodium content.

RFP 1015-24
HOME DELIVERED MEALS

Table 1 – TARGET NUTRIENT

Nutrient	Target Value Per Meal	Daily Compliance Range
Calories	>550Kcal	>550-700 Kcal
Protein	14 grams	14 grams (in the entrée)
Fat (% of total calorie)	30%	<35% weekly average
Vitamin A	250 ug	>250 ug 3 out of 5 days/wk
Vitamin C	25 mg	25 mg
Vitamin B6	0.5 mg	>0.5 mg
Vitamin B12	0.8 ug	0.8 ug**
Calcium	400 mg	>400 mg
Magnesium	140 mg	>140 mg
Zinc	2.6 mg	>2.6 mg**
Sodium	<750 mg	<1,200 mg
Fiber	>7 gm	>7 gm
Potassium	1565 mg	1565 mg**
Vitamin D	200 IU	200 IU
Vitamin E	5 IU	Education**

* Target Value: This value represents one-third of the DRI for a 1600-calorie range. The 1600-calorie range was chosen based on the requirements for a 70-year old sedentary female.

** If these elements are not provided to the level noted as a weekly average, the program must educate the participants on how to obtain these elements. This can be recognized from the weekly meal nutrition analysis.

Note: Fortified foods should be used to meet vitamin B12 needs.

Table 2

Food Group	Required servings per meal	Serving sizes for 1600 calorie level
Lean meat or beans	1 serving 2 ounces per meal	2 ounces = 1 serving
Vegetable	1-2 servings	½ cup= 1 serving
Bread or grain	1-2 servings	1 slice Bread= 1 serving ½ cup rice or pasta= 1 serving
Fruit	1 serving	1 cup or equivalent measure
Milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional- limit sweets, use fruit	Select foods high in fiber and low in fat and sugar

(1) The number of servings per meal estimates provision of 1/3 of the DRIs. (2) Caloric value (1,600 Kcal/day) based on a 70+ year old female, "sedentary" physical activity level using Table 2 - Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity, from the Dietary Guidelines for Americans, 2005. (3) All menus that are provided through the Nutrition Services Incentive Program, whether prepared on-site, frozen, nonperishable, boxed, or catered, must meet the same requirements.

**RFP 1015-24
HOME DELIVERED MEALS**

**APPENDIX C
IMPERIAL COUNTY AREA AGENCY ON AGING CLIENT COMPLAINT AND GRIEVANCE PROCEDURES
Older Americans Act Programs**

(Instructions: The service recipient is to read and sign Page 1, then complete Page 2 of this form. A copy will be retained in the service recipient's case file maintained by the Contractor. The original signed form will be routed as follows)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance. The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the Contractor/Service Provider.

Time frame: Within 1 week of discrimination/violation/problem. If resolved at this level, no further action is required. If no resolution is apparent within 21 days, proceed with Step 2.

2. Contractor/Service Provider forwards the written complaint/grievance to the Manager, Imperial County Area Agency on Aging at the following address:

Imperial County Area Agency on Aging
778 West State Street
El Centro, CA 92243
ATTN: Monica De Leon
(442) 265-7043

Time frame: Within 7 days of completing Step 1.

ICAAA Manager will attempt to resolve the discrimination/violation/problem within 7 days of receipt. If resolved at this level, no further action is required. If the service recipient wishes to appeal the decision of the ICAAA Manager, proceed with Step 3 within 21 days of the decision.

3. ICAAA Director forwards the matter to the ICAAA Advisory Council. The Manager will set the matter for hearing before the Board at its next regular meeting. The Board decision will be final. You will be contacted within 21 days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

If you believe that your civil rights have been violated, please contact the:

Equal Employment Opportunity Office
940 W. Main Street, Suite 208
El Centro, CA 92243
ATTN: Equal Employment Opportunity Officer
(442) 265-1017

This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.

Signature of Service Recipient

Date



778 W. State St., El Centro, CA 92243 | (442) 265-7030

COMPLAINT/FEEDBACK FORM

We strongly suggest that you complete the information below so that you can be contacted about the status of the complaint. However, if you prefer to remain anonymous, please do not complete the section below.

THIS FORM CAN BE USED TO PROVIDE A GENERAL COMMENT, CONCERN, OR COMMENDATION ABOUT A PROGRAM OR SERVICE.

Your Contact Information:

First Name: _____ Last Name: _____

Address: _____

City: _____ Zip Code: _____

Daytime Phone: _____ Evening Phone: _____

Email: _____

Information on your complaint/feedback:

Describe the details below. Please include as much detail as possible.

**RFP 1015-24
HOME DELIVERED MEALS**

**Appendix D – Budget Forms
EXHIBIT B.1**

PLANNING AND SERVICE AREA 24
CONTRACTORS BUDGET

Program: IIC2 Congregate & NSIP
Fiscal Year: 2024-2025
Date: 07/17/2024-6/30/2025
Period: 12 Months

AAAask-form (CDR 122, pg1)-5/31

Contractor Name: _____					<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION NO.:																																																																																				
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#REF!

Approved By Agency:

Approved By AAA:

Approval/Amendments

:

**RFP 1015-24
HOME DELIVERED MEALS**

EXHIBIT B.2

PLANNING AND SERVICE AREA 24
CONTRACTORS BUDGET

Program:	IIIC2 Congregate & NSIP
Fiscal Year:	2024-2025
Date:	07/1/2024-6/30/2025
Period:	12 Months

Schedule of Personnel

Contractor Name:			[X] ORIGINAL [] REVISION NO.:		
PAID PERSONNEL			IN-KIND PERSONNEL		
Positions	No.	Budgeted Costs	Positions	No.	Budgeted Costs
Total Salaries and Wages	(=)	-	Total Salaries and Wages	(=)	-
Payroll Taxes	(+)		Payroll Taxes	(+)	
Employee Fringe Benefits	(+)	-	Employee Benefits	(+)	
Total Paid Personnel	(+)	-	Total In-Kind Personnel	(+)	-

###

Approved By (Agency): _____

Approved By (AAA): _____

**RFP 1015-24
HOME DELIVERED MEALS**

EXHIBIT B.3

PLANNING AND SERVICE AREA 24
CONTRACTORS BUDGET

Program:	IIC2 Congregate & NSIP
Fiscal Year:	2024-2025
Date:	07/1/2024-6/30/2025
Period:	12 Months

Budget Detail Worksheet

The items below represent a partial list of categories that may very well be a part of the overall operational system of your organization in delivering this program. Please consider these areas and any others not listed and itemize the cost amounts in detailed fashion as they appear on Line 6 (Other) and Line 8 (Indirect) on the Budget Summary, page 1.

Advertising	Insurance	Subscriptions	Utilities
Education	Office Expense	Supplies	Vehicle
Fuel	Rent	Telephone	Audit
Furniture	Repairs	Uniforms	

Other Costs:	Cash (+) \$	In-Kind (=) \$	Total \$
1			-
2			-
3			-
4			-
5			-
6			-
7			-
8			-
9			0
10			0
11			0
12			0
Total Other Costs	-	-	-

Indirect Costs:	Cash (+) \$	In-Kind (=) \$	Total \$
1. Federal approved rate 10.0%		-	-
2. Direct costs			-
Total Indirect #DIV/0!	-	-	-
Total direct non-match cost \$	-		

Approved By (Agency): _____

Approved By (AAA): _____

RFP 1015-24
HOME DELIVERED MEALS

EXHIBIT B.4

PLANNING AND SERVICE AREA 24
CONTRACTORS BUDGET
CDA sub-FORM 122, page 4

Program:	IIIC2 Congregate & NSIP
Fiscal Year:	2024-2025
Date:	07/1/2024-6/30/2025
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 page 29 of your contract

Equipment Over \$500	Cash (+) \$	In-Kind (=) \$	Total \$
1.	-		-
2.	-		-
3.	-		-
4.	-		-
5.			-
6.			-
7.			-
8.			-
9.			-
Total Other Costs (Budget Summary, Line 6)	-	-	-

Equipment Under \$500	Cash (+) \$	In-Kind (=) \$	Total \$
1.	-		-
2.	-		-
3.	-		-
4.	-		-
5.	-		-
6.	-		-
7.	-		-
8.	-		-
Total Indirect (Budget Summary, Line 6)	-	-	-

Approved By (Agency): _____

Approved By (AAA): _____

**RFP 1015-24
HOME DELIVERED MEALS**

**Appendix E
California Civil Rights Laws Certification**

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
<input type="checkbox"/> Area Plan (AP)	<input type="checkbox"/> Financial Alignment (FA)
<input type="checkbox"/> HICAP (HI)	<input type="checkbox"/> MIPPA (MI)
<input type="checkbox"/> MSSP (MS)	<input type="checkbox"/> SNAP-Ed (SP)
<input type="checkbox"/> Title V (TV)	