

Invitation for Bid (IFB)

County of Ventura Area Agency on Aging

Restaurant Meal Program (American Rescue Plan Act of 2021)



COUNTY of VENTURA
Area Agency on Aging

Ventura County Area Agency on Aging (VCAAA)
646 County Square Drive, Suite #100
Ventura, CA 93003-9086
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www.ventura.org/vcaaa

January 22, 2022

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I. INTRODUCTION

A. Purpose

The Ventura County Area Agency on Aging (VCAAA) is seeking applications for the County of Ventura’s new Restaurant Meal Program through a competitive bid process. The Restaurant Meal Program will provide home-delivered meals to Ventura County residents aged 60 and over and will be funded by the American Rescue Plan Act of 2021. The aim of Restaurant Meal Program is to reduce hunger and food insecurity in the older population in Ventura county.

B. Minimum Requirements

Eligible Applicants

Any public, nonprofit or for-profit organization may apply. **Private individuals are not eligible to apply for this grant.**

C. IFB Correspondence and Contact Information

All correspondence must be submitted to:

Ventura County Area Agency on Aging
 646 County Square Drive, Suite #100
 Ventura, CA 93003-9086

Contact: Fiscal Department
 Phone: 805-477-7300
 Fax: 805-477-7312
 E-Mail: FiscalVCAAA@ventura.org

The IFB, and application will be available on the VCAAA website, www.ventura.org/vcaaa/public-notice, or by calling (805) 477-7300.

D. Bid Submission Deadline

All applications must be received ***no later than 4:00 p.m. on Tuesday, February 22, 2022.***

Applications may be mailed, hand-delivered or emailed. Postmarks will not be accepted in lieu of actual receipt. Applications sent by fax will not be accepted.

II. PROJECT TIMELINE

IFB TIMELINE	
IFB Available	January 22, 2022
Public Notice Publication in Ventura Star	January 22, 2022
Mandatory Grant Workshop/Bidders’ Conference	March 26, 2020
IFB Applications Due	February 22, 2022 by 4:00 p.m.
Successful Bidders will be Notified	February 23, 2022
Contracts will be Issued (<i>Tentative Date</i>)	February 24, 2022
Program Service will Commence	March 1, 2022

III. APPLICATION CONDITIONS

A. Required Format of Invitation For Bid

Applicants must complete the entire application package. If any item in the application package submitted by the applicant is not applicable, a statement must be made to that effect.

B. Application Submission

To be considered, all bids must be submitted in the manner set forth in this IFB. All bids and materials submitted become the property of the VCAAA and will not be returned to the applicant.

1. This IFB is a solicitation for a bid and is not to be construed as an offer, a guarantee, or promise of a contract with the VCAAA. The VCAAA retains full discretion to change, amend, retract, and/or abandon the IFB at any time, for any reason, without liability to applicant for any damages including, but not limited to, bid preparation costs.
2. Contract awards will be made to the Contractor(s) whose bid(s) is the most advantageous to the community and to the VCAAA; however, the VCAAA reserves the right, at any time, and at its sole discretion and without penalty, to reject any and all bids and to issue no contract(s) as a result of the IFB. VCAAA will notify all applicants, in writing, as to the status of all bids.
3. Responses to this IFB should be the Contractor's best offer and should be based upon the assumption that the resulting contract will not include VCAAA furnished operating supplies, personnel, equipment, facilities, or delivery costs. Contractors should assume that the cost of providing all of these items is to be included in their proposed cost per meal bid for the contract period.
4. Depending on the number and quality of responsive applications received, the VCAAA will establish vendor contracts where doing so will result in the best possible outcomes for all communities served.
5. Funding for this program is based upon and contingent upon federal funds received per American Rescue Plan Act of 2021. This IFB does not commit the VCAAA or the County of Ventura to award a contract. The VCAAA will award contracts based on the bids that best meet the needs of the County.
6. Program standards will be met as required unless a request is submitted in advance for a waiver to a specific requirement. The request must include rationale for seeking the waiver and must be approved by the VCAAA.

C. Contingencies

The VCAAA reserves the right to do the following:

1. Revise or withdraw any or all of the portions of this IFB at any time during this process, or during the actual contract period;
2. Issue an addendum or amendment to this IFB and to terminate this procurement

process at any time;

3. Reject any and all bids, or any part of any bid, to postpone the IFB deadline date, to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible bid and that would not affect a vendor's ability to perform the work as specified;
4. Disqualify any bid from consideration if it is considered nonresponsive to this IFB. Bids that are incomplete or that do not supply the requested information or attachments may be evaluated as nonresponsive and eliminated from competition; however, the VCAAA reserves the right to waive minor or immaterial irregularities.
5. Make a determination of capability without further discussion of the bid submitted. The application should reflect what the Applicant is capable of providing. Modification of the bid will be accepted only if requested by the VCAAA.
6. Reject or negotiate the proposed costs (where applicable).
7. Introduce additional terms or conditions at the time a final contract is negotiated. Any additional terms or conditions would be limited to having the effect of clarifying the IFB language and/or correcting defects (such as omissions of statements or requirements) that may not have been incorporated in the IFB and that are discovered after its issue. This may include a revised contract amount and contracted meal count.
8. Any attempt to influence VCAAA staff, VCAAA Advisory Council or Committee members, or otherwise affect the outcome of the contract award shall be grounds for disqualification.

D. Incurred Costs

The applicant is responsible for all costs incurred in the preparation of their IFB application, including travel expenses to attend workshops, printing and mailing costs. These costs are not subject to reimbursement by the VCAAA or the County of Ventura.

The VCAAA will not reimburse a Contractor for any costs resulting from the transition of the program from one contractor to another, or from one contract year to the next. Contractors are expected to assume all transition costs. Transition efforts must ensure services are in place on March 1, 2022.

E. Inaccuracies or Misrepresentations

Any misrepresentations within a bid are grounds for disqualification of the entire bid and are also grounds for termination of any contract resulting from a bid containing misrepresentations. Misrepresentations include failure to differentiate between current capacity and capacity to be developed. Applicants should be specific when describing current program readiness and capacity, versus program readiness and capacity yet to be developed.

If in the course of the IFB process or in the administration of a resulting contract, the VCAAA determines that the Applicant has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the County, the Applicant may be terminated from the IFB process, or in the event a contract

has been awarded, the contract may be immediately terminated.

F. Application Packet Confidentiality

Applicants must clearly mark any portion(s) of a bid that contains proprietary information. Applicants may not mark the entire bid as proprietary. If a bid is successful and the VCAAA receives a request to view or copy a bid, the VCAAA shall respond according to public disclosure procedures. However, if any information is marked as proprietary in the bid, the VCAAA shall not make that portion available without giving the applicant an opportunity to seek a court order preventing disclosure. The VCAAA will not disclose any IFB record until execution of a contract and will limit that disclosure to the successful bid or other information required by law.

G. Negotiations

The VCAAA may require the Applicant to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their bid(s) as may result from these negotiations.

IV. DESCRIPTION OF PROGRAM

A. Definitions

1. AAA – Area Agency on Aging – In 1980, the State of California designated Ventura County as an Area Agency on Aging. As a result of this designation, VCAAA receives funding from the California Department of Aging to administer the programs authorized by the Older Americans Act, as well as funding from a variety of other sources.
2. ADL – Activities of Daily Living
3. Agency/Applicant/Organization/Vendor – Used interchangeably throughout the IFB to denote any company that is interested in providing Senior Nutrition Services.
4. CCR – California Code of Regulations
5. CDA – California Department of Aging
6. CDSS MPP – California Department of Social Services Manual of Policies and Procedures
7. CFR – Code of Federal Regulations
8. Contract – Agreement between County and Contractor, including the terms and conditions, scope of work, attachments, addendums, and amendments, if applicable.
9. Contractor/Provider/Grantee/Sub-Recipient – Refers to an organization whose application results in a contract to provide services.
10. CRFC – California Retail Food Code
11. Dietary Reference Intake (DRI) – Nutrient recommendations prepared by the U.S. Academy of Sciences Institute of Medicine.
12. Eligible Service Population – Older Individuals (60 years of age or older), giving

- preference to those in greatest economic or social need with particular attention to low-income minority individuals.
13. Fee for Service – A specified price determined per unit cost for the delivery of a specified number of units.
 14. Hazard Analysis & Critical Control Points (HAACP) – a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material productions, procurement and handling, to manufacturing, distribution and consumption of the finished product.
 15. Home-Delivered Meal Services – Meals provided to older individuals who are homebound.
 16. Older Individual – A person sixty (60) years of age or older.
 17. OMB – Office of Management and Budget (Federal)
 18. Invitation For Bid (IFB) – The document used to solicit a solution or solutions from potential Contractors to a specific problem or need. Although price is important, originality and effectiveness of the application, and the background and experience of the Applicant, are evaluated in addition to the proposed price.
 19. Service Area – Defines a geographic area to be served under this program
 20. State – State of California
 21. Subcontract – To contract with a third party to perform all or part of the work included in this RFA and the resulting contract.
 22. Title III – Grant for State and Community Programs on Aging
 23. USC – United States Code
 24. USDA – United States Department of Agriculture
 25. VCAAA – Ventura County Area Agency on Aging
 26. W & I Code – California Welfare and Institutions Code

B. Background

The VCAAA receives funding from the Older Americans Act and the Older Californians Act to provide a multitude of programs for older adults, including nutrition services. In 1972, President Richard Nixon signed into law the Nutrition Program for the Elderly Act, establishing Senior Nutrition Programs as part of the Older Americans Act. This legislation created congregate and home-delivered nutrition programs. These programs provide nourishing meals, nutritional education and counseling, and companionship to people 60 years of age or older. This business model has been in place since 2005 and has served the older adult community well; however, the challenges of procuring a variety of healthy foods at affordable prices continues.

The VCAAA also receives funding from a variety of other sources, including the American Rescue Plan Act of 2021, which will be funding the Restaurant Meal Program.

C. Program Overview

The Restaurant Meal Program is intended to provide nutrition meal services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services, fostering aging-in-place and promoting choice and quality of life.

Definition

Restaurant Meal Program services means the procurement, preparation, and delivery of meals, to eligible individuals in their homes.

Goals

The aim of Restaurant Meal Program is to reduce hunger and food insecurity in the older population in Ventura county.

Objectives

1. Give preference to older individuals in greatest economic or social need with particular attention to low-income minority individuals.
2. Serve meals that provide up to one-third (1/3) of the Dietary Reference Intakes (DRI's) and are safe and of good quality.
3. Promote and maintain high food safety and sanitation standards.

D. Service Regions

Following are the service regions and components applicable to this IFB. The format of the IFB application has been developed so that an applicant organization only needs to submit one application, regardless of the number of geographic regions they plan to serve.

Service regions consist of eleven (11) regions throughout Ventura County that include cities and the unincorporated areas surrounding those cities. Applicants may apply to serve one (1) or more of the regions listed below (#1 through #11) or they may apply to serve all of Ventura County (#12).

- | | |
|--|------------------------|
| 1. Camarillo, Somis, Santa Rosa Valley | 10. Ojai Valley |
| 2. Fillmore | 11. Piru, Rancho Sespe |
| 3. Moorpark | 12. All |
| 4. Oxnard, El Rio, Nyeland Acres, Del Norte, Hollywood Beach | |
| 5. Port Hueneme | |
| 6. Santa Paula | |
| 7. Simi Valley | |
| 8. Ventura, Saticoy, Montalvo | |
| 9. Thousand Oaks, Newbury Park | |

E. Home-Delivered Meal Services

Home-delivered meals are served to eligible older persons who are homebound by reason of illness, disability, or functional need and unable to prepare their own meals. Assessments of individuals receiving home-delivered meals are required to establish initial eligibility and to ascertain ongoing eligibility. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.

Home-Delivered Meal Services include, but are not limited to, the following tasks: delivery of 7-meals per week. For example: deliveries of two meals twice a week and three meals once a week would satisfy this requirement.

Home-Delivered Meal Client Eligibility

VCAAA will provide the successful applicants with a list of clients to receive home-delivered meals under this program. This list will be updated as new clients are added to or removed from the program.

V. MENU PLANNING GUIDELINES/MENU REQUIREMENTS

A. Menus

Successful applicants shall make special efforts to meet the dietary needs arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals. At a minimum, diabetic and low-sodium (or modified meals) must be available. All menus will be reviewed, may be modified by, and must be approved by a VCAAA Registered Dietitian.

B. Nutrition Requirements of All Meals

The VCAAA RD will ensure that menus meet the nutritional requirements as listed on the next page (#11).

All entrees must meet the packaging and labeling requirements outline also on the next page (#11).

PLAN B MEAL PROGRAM

NUTRITIONAL REQUIREMENTS

FOOD GROUP	REQUIRED SERVINGS PER MEAL	DIETARY GUIDELINES
PROTEIN	3 OUNCES	<ul style="list-style-type: none"> ❖ Include a variety of lean meats, poultry, fish, and vegetarian protein sources.
GRAINS	1-2 SERVINGS	<ul style="list-style-type: none"> ❖ 1 serving: 1 slice whole grain bread or whole grain tortilla, ½ cup brown rice, whole grain pasta or other whole grains. ❖ Grains must be whole grains.
VEGETABLES	1-2 SERVINGS	<ul style="list-style-type: none"> ❖ 1 serving: ½ cup cooked or 1 cup fresh. ❖ Include a variety of different colored fresh vegetables. ❖ Serve vegetables high in Vitamin A three to four times per week: spinach, sweet potato, pumpkin, carrots, and red peppers.
FRUIT	1 SERVING	<ul style="list-style-type: none"> ❖ 1 serving: 1 piece of medium-sized fruit or ½ cup chopped. ❖ Include a variety of fresh fruit. ❖ No juice or fruit with added sugar.
DAIRY/MILK ALTERNATIVE	1 SERVING	<ul style="list-style-type: none"> ❖ 1 serving: 8 oz milk (1%), yogurt, or calcium fortified milk alternative (unsweetened) or 1 ½ oz cheese
SODIUM	LESS THAN 760MG PER MEAL	<ul style="list-style-type: none"> ❖ All recipes must be approved by a VCAA Registered Dietitian. <ul style="list-style-type: none"> ○ Entrée recipes and product labels must be provided to determine the total sodium content of each meal. ❖ Use low-sodium sauces and flavorings. ❖ Limit amount of salt added in entrees ❖ Entrees should contain no more than 760mg sodium per meal.

Packaging and Labeling Requirements

Entrée labels must include:

- 1) date prepared
- 2) use by date (no more than 4 days from prepared date)
- 3) description of contents (food items)- label of what each item is
- 4) Heating instructions
- 5) Packaging bags or individual containers must be sealed with a sticker or other tamper-evident method approved by Environmental Health.

VI. MEAL SITE PROJECT PERSONNEL CAPACITY

Meal Delivery Service Experience

The successful applicant shall have significant experience in the provision of home delivered meal services for a large, publicly funded nutrition program. The number of project staff and the time commitment of each to the proposed project shall be based on the method and level of services provided and the size of the service area and the volume of meals served.

VII. PROGRAM REPORTING REQUIREMENTS FOR MEAL SERVICE VENDORS

Weekly Reporting

The following reports are to be completed and submitted to VCAAA each week. Updated meal rosters will be sent daily or periodically by VCAAA staff to the vendors.

1. Weekly Invoice (showing the quantity of meals delivered, the number of clients served, the cost per meal and total invoice amount).
2. Meal Delivery Sheet – each invoice will include a supporting meal delivery roster showing the date of delivery, client number, client name, client address, and the quantity of meals delivered, for each client for whom meals are being invoiced.
3. Vendors may be required to use a standard invoice and standard delivery roster as developed and provided by VCAAA.

VIII. CONTRACT REQUIREMENTS

The selected applicant is required to agree to the terms contained below. If the Applicant has any objections to these terms, these objections must be addressed in the Application Packet or the objections will be deemed to have been waived.

A. General Requirements

1. Successful applicants will be required to execute a contract before commencement of the project. At any time, the VCAAA may ask the applicant to revise any portion of the bid. Contracts may be amended as needed during the contract period.
 - a. Adult Abuse Reporting Law: Contractor must comply with all applicable provisions of Welfare and Institutions Code, Section 15630.
 - 1) California Retail Food Code (CRFC);
 - 2) Dietary Reference Intakes (DRI) and Dietary Guidelines of Older Americans Act Nutrition Programs as determined by the United States Department of Agriculture (USDA);
2. Confidentiality: Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations

under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

3. Health and Safety: Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

B. Insurance Requirements

The County of Ventura requires that all vendors indemnify and defend the County for liability incurred as a result of actions associated with the proposed project, and carry insurance as required for the proposed contract.

A valid Certificate of Insurance (COI) **including all endorsements** and, **listing the County of Ventura as a certificate holder**, must be provided with the IFB application.

The vendor, at its sole cost and expense, shall obtain and maintain in full force during the term of this agreement, adequate liability insurance to cover all activities of vendor necessary to fulfill vendor's obligations under their contract to provide meals. It is understood and agreed that the VCAAA reserves the right to determine the type and extent of insurance that may be required. Prior to commencement of any contract, contractor shall provide the VCAAA proof of the following insurance:

1. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
4. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also, to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.

5. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
6. Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Does not apply to all vendor contracts.

IX. BID EVALUATION AND SELECTION PROCESS

A. Evaluation Process

All bids will be subject to an initial review by VCAAA staff to determine if the bid is complete, presented in the required format, and in compliance with all the requirements of the IFB. Failure to meet all of these requirements may result in a rejected bid. No bid shall be rejected because of an irregularity, defect or variation, if the irregularity, defect or variation

is considered by the VCAAA to be immaterial or inconsequential. In such cases, the applicant will be notified of the deficiency and given an opportunity to correct the irregularity, defect or variation, or the VCAAA may elect to waive the deficiency and accept the bid. All compliant bids will be reviewed and rated by VCAAA staff. Preference may be given to contractors submitting responsive bids who are already operating well-established programs within their communities. VCAAA staff will submit recommendations for contract awards. Bids that are incomplete or received after the deadline will be treated as non-responsive to the IFB. Bids responsive to the IFB will be evaluated and ranked in accordance with the evaluation criteria shown below.

B. Evaluation Criteria

All submissions will be evaluated to determine if they meet the following requirements:

1. The submission is complete, in the required format, and in compliance with all the requirements of this IFB.
7. Prospective Contractor (or Vendor) meets the requirements as stated in the Minimum Requirements as outlined in Section I-B.
8. Services and costs included are reasonable and meet the requirements as stated in this IFB.

Bids meeting the above requirements will be evaluated on the basis of the following criteria:

Applications will be evaluated and scored by VCAAA staff using the following points-based system:	Points
Completed Application with Original Signatures & Full Description of Proposed Program	10
7-Day Dinner Entrée Menu – (suitable for older adult diets)	10
Current Business License(s)	10
Current Certificate of Insurance (listing Ventura County as a Certificate Holder – with required VC limits and any)	10
Current County of Ventura Environmental Health Permit	10
Signed W-9 (applicable for all new vendors)	10
Bid price/Cost effectiveness	10
Description of organization’s experience in providing meals for older adults with dietary restrictions.	10
Description of organization’s experience in meal delivery service to a client’s residence.	10
Description of organization’s existing or previous County of Ventura restaurant meal program participation.	10
Total points possible:	100

C. Contract Award

Contract(s) will be awarded based on a competitive selection of IFB Packets received. Notice of the awards will be issued on, or close to, February 23, 2022.

The contents of the IFB Packet of the successful Applicant will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests and Appeals

Grounds for protest are: that the VCAAA failed to follow the selection procedures and adhere to requirements specified in the IFB or any addenda or amendments; that there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq; or violation of State or federal law. Protests will not be accepted on any other grounds. ***Applicants must deliver the protest in writing to the VCAAA office by 4:00 p.m. on, or before, February 24, 2021.*** Protest letters may be sent by mail, by fax, or via e-mail. A written response will be directed to the protesting Applicant within fourteen calendar days of receipt of the protest letter, advising of the VCAAA decision and the basis for it.

E. Final Authority

The County of Ventura has the final authority to award contracts relative to this IFB.