

# Request for Proposals (RFP)

## County of Ventura Area Agency on Aging

### Senior Nutrition Program (Older Americans Act – Title III C Funds)



Ventura County Area Agency on Aging (VCAA)  
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March 12, 2020

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## I. INTRODUCTION

### A. Purpose

The VCAAA is seeking proposals from interested and qualified organizations to provide services for the County of Ventura Senior Nutrition Program FY 2020-24 contract cycle. Nutrition services means the procurement, preparation, transport, and service of meals in both congregate settings and in older adults' homes. Senior Nutrition Services for the County of Ventura also includes outreach, client assessments (for home-delivered meals), monthly program reporting and fiscal administration. The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education and related supportive services to persons aged 60 years and older. Funding for these services is provided through the Older Americans Act, Title III-C, and is limited. After a review of the CPI index for the greater Los Angeles region, an increase of 3.5% in the funding rate per meal for food and for meal service has been approved.

Due to additional funding awarded by the State of California, an increase in meals served of 10% was approved for all existing meal sites. An additional 7,400 meals were approved for the cities of Oxnard and Ventura, by the VCAAA Advisory Council. Depending on the number and quality of responsive applications received, the VCAAA reserves the right to distinguish between services provided by "vendors" and those provided by "sub-recipients (grantees)." The VCAAA will establish vendor contracts where doing so will result in the best possible outcomes for the communities served.

**The VCAAA Senior Nutrition Program does not own or operate or provide local commercial kitchens.** Contractor services will be provided under a cost reimbursement contract beginning July 1, 2020, ending June 30, 2021. The County may, but is not obligated to, extend contract(s) for up to three additional one-year periods contingent on the availability of funds and Contractor performance. This RFP is set up to attract and accommodate a variety of applicants. At this time, VCAAA is also seeking new and innovative ways to provide nutrition meal services to older adults through this RFP. It is important to note that the VCAAA will consider all applications and ultimately make decisions based on what is most beneficial for the community.

### B. Minimum Requirements

#### **Eligible Applicants**

Any public, nonprofit or for-profit organization may apply. Before contracts can be awarded to for-profit organizations, the VCAAA must receive prior approval from the California Department of Aging (CDA). **Private individuals are not eligible to apply for this grant.**

Applicants must: ***\*(requirements 1 & 2 below waived for Amended RFP applicants)***

1. Submit a Notice of Intent to apply by March 19, 2020. \*
2. Attend the mandatory grant workshop/bidders' conference on March 26, 2020. \*
3. Have no current or past record of unsatisfactory performance with the County of Ventura or the VCAAA.
4. Have the ability to maintain adequate files and records and meet program administrative and reporting requirements.
5. Have the administrative and fiscal capability to provide and manage the proposed

services, including compliance with all applicable laws and maintaining an adequate audit trail.

6. Demonstrate the ability to secure additional funding sources to supplement the grant funding allocated by the County.
7. Have the capital and human resources to operate a large, publicly funded meal program.

### C. RFP 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: Joaquin Serrato, Grants Administrator  
Phone: 805-477-7311  
Fax: 805-477-7312  
E-Mail: [joaquin.serrato@ventura.org](mailto:joaquin.serrato@ventura.org)

The grant application and request for proposal (RFP) are available on the VCAAA website <http://portal.countyofventura.org/portal/page/portal/VCAAA>, by hard copy or via e-mail. The RFP is not available by fax.

### D. Notice of Intent Deadline

Organizations intending to apply for all, or a portion of the services described in this RFP should submit a **Notice of Intent** letter to the VCAAA by **Thursday, March 19, 2020**, via fax, email, U.S. mail, or delivered in person.

### E. Mandatory Grant Workshop – Question & Answer Period

A Grant Workshop/Bidders' Conference will be held **Thursday, March 26, 2020, at 11:00 a.m.** Attendance is mandatory for contractors interested in applying for the grant. The workshop will be held at the VCAAA offices located at 646 County Square Drive, Suite #100, in Ventura, California, 93003. At the workshop, general information about the grant requirements will be provided to applicants and questions about completing the application will be addressed. Written questions may be submitted up to 24 hours before the meeting to the VCAAA via fax (805-477-7312) or email to: [joaquin.serrato@ventura.org](mailto:joaquin.serrato@ventura.org). These questions will be addressed at the workshop.

In the interest of fairness to all applicants, VCAAA staff cannot accept verbal questions except at the mandatory Grant Workshop. Questions regarding the RFP posed outside of the Grant Workshop must be submitted in writing and responses to those questions will be posted on the VCAAA website for all potential applicants to see.

### F. Proposal Submission Deadline (Revised)

All Proposal Packets must be received at the address listed in [Section I-C](#) **no later than 4:00 p.m. on Monday, April 13, 2020.**

Proposals may be mailed or hand-delivered. Postmarks will not be accepted in lieu of actual receipt. Proposals sent by fax or e-mail will not be accepted.

## II. PROJECT TIMELINE

PROPOSAL TIMELINE	
RFP Available	March 12, 2020
Notice of Intent Due to VCAAA	March 19, 2020
Mandatory Grant Workshop/Bidders' Conference	March 26, 2020
<b>Proposal Applications Due</b>	<b>April 13, 2020 by 4:00 p.m.</b>
VCAAA Advisory Council Approval	May 13, 2020
Award/Denial Letters Issued	May 14, 2020
Deadline for Appeals	May 28, 2020
Contract Mailing (Tentative)	June 4, 2020
Start Date of Contract	July 1, 2020

## III. APPLICATION CONDITIONS

### A. Required Format of Grant Proposal

Applicants must respond to the entire application and budget package. If any item in the application package submitted by the applicant is not applicable, a statement must be made to that effect. Proposals must be completed using the following format:

1. Proposals must be typed, 12-point font, single-spaced and single-sided using the format provided in the application package.
2. Submit two (2) originals of the proposal, (2) originals of the budget and (2) originals of any related attachments such as, sample menus and price lists for food entrees and supplies. Each application packet must be stapled or clipped. Please do not glue or permanently bind packets.
3. Submit one (1) original set of assurances, support letters, subcontracts, authorization to apply, and lease agreements (if applicable).

### B. Application Submission

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

1. This RFP is a solicitation for proposals 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 RFP 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 proposal(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 proposals and to issue no contract(s) as a result of the RFP. VCAAA will notify

all applicants, in writing, as to the status of all proposals.

3. Responses to this RFP 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 not defined in the Introduction. Contractors should assume that the cost of providing all of these items is to be included in their proposed budget.
4. Depending on the number and quality of responsive applications received, the VCAAA reserves the right to distinguish between services provided by "vendors" and those provided by "sub-recipients (grantees)." 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 passed through the CDA (Title III Funds from the Older Americans Act and funds received from the State of California). This RFP does not commit the VCAAA or the County of Ventura to award a contract. The VCAAA will award contracts based on the proposals 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 RFP at any time during this process, or during the actual contract period;
2. Issue an addendum or amendments to this RFP and to terminate this procurement process at any time;
3. Reject any and all proposals, or any part of any proposal, to postpone the proposal 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 proposal and that would not affect an agency's ability to perform the work adequately as specified;
4. Disqualify any proposal from consideration if it is considered nonresponsive to this RFP. Proposals 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 proposal submitted. The application should reflect what the Applicant is capable of providing. Modification of the proposal 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 RFP language and/or correcting defects (such as omissions of



statements or requirements) that may not have been incorporated in the RFP and that are discovered subsequent to its issue. This may include a revised grant award and contracted meal amounts.

8. Any attempt to influence members of the evaluation panel, 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 the proposal for this RFP, including grant writing, 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 of the cost of transition. Transition efforts must ensure services are in place on July 1, 2020.

#### **E. Inaccuracies or Misrepresentations**

Any misrepresentations within a proposal are grounds for disqualification of the entire proposal and are also grounds for termination of any contract resulting from a proposal 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. Applicants should be specific when identifying current policies and procedures versus policies and procedures yet to be developed.

If in the course of the RFP 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 RFP 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 proposal that contains proprietary information. Applicants may not mark the entire proposal as proprietary. If a proposal is successful and the VCAAA receives a request to view or copy a proposal, the VCAAA shall respond according to public disclosure procedures. However, if any information is marked as proprietary in the proposal, 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 RFP record until execution of a contract and limits disclosure to the successful proposal 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 proposal(s) as may result from these negotiations.

## IV. DESCRIPTION OF GRANT

### 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.
2. ADL – Activities of Daily Living
3. Agency/Applicant/Organization/Vendor – Used interchangeably throughout the RFP 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. Congregate Meal Services (Title III C-1) – Meals provided in a congregate setting for older individuals in an atmosphere that is pleasant and encourages socialization.
9. Contract – Agreement between County and Contractor, including the terms and conditions, scope of work, attachments, addendums, and amendments, if applicable.
10. Contractor/Provider/Grantee/Sub-Recipient – Refers to an organization whose application results in a contract to provide Senior Nutrition Services.
11. CRFC – California Retail Food Code
12. Dietary Reference Intake (DRI) – Nutrient recommendations prepared by the U.S. Academy of Sciences Institute of Medicine.
13. 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.
14. Equipment – Tangible personal property with a useful life of more than one year and an acquisition cost of \$500 or more per unit.
15. Fee for Service – A specified price determined per unit cost for the delivery of a specified number of units.
16. 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.
17. Home-Delivered Meal Services (Title III C-2) – Meals provided to older individuals who are homebound.
18. Indirect Costs – Costs incurred for a common or joint purpose benefitting more than

one cost objective and not readily assignable to the cost objective specifically benefitted, without effort disproportionate to the results achieved.

19. Matching Contributions – The value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the Contractor, subcontractor, or other local resources.
  - a. Cash – Cash contributed to the project from local or State funds. (Program Income may not be used as matching funds.) With the exception of Community Development Block Grants (CDBG), Federal funds cannot be used as match. Costs borne by the Contractor and cash contributions (excluding Program Income) from any and all third parties, i.e., company/private donations, vendor general fund, are considered cash matching funds.
  - b. In-Kind – Contributions from third parties are considered in-kind matching funds. Examples of in-kind match include volunteered time and use of facilities to hold meetings or conduct project activities.
20. Non-Matching Contributions – Funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., Federal funds, overmatch, etc.).
21. Nutrition Education – Informing recipients of congregate and home-delivered meals about current facts and information that will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.
22. Nutrition Services Incentive Program (NSIP) – Refers to the United States Department of Agriculture’s (USDA) cash allotment or commodity program. The purpose of NSIP is to provide incentives and reward effective performance in the efficient delivery of nutritious meals to older individuals. Funding is based on the number of meals served in the prior year and available appropriation.
23. Older Americans Act (OAA) – The overall purpose of this act is to provide comprehensive, coordinated, community-based systems of service to persons age 60 and older in order to enable them to maintain health, personal dignity, and independence (42 USCA §3001 et seq.).
24. Older Individual – A person sixty (60) years of age or older.
25. OMB – Office of Management and Budget (Federal)
26. Request for Applications (RFA) – 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.
27. Senior Nutrition Program (SNP) – A program which provides nutrition services as authorized by the Older Americans Act of 1965, as amended, and which shall comply with the California Code of Regulations, 22 CA ADC ADC § 7630 et.seq.
28. Service Area – Defines a geographic area to be served under this program
29. SOC 341 – Form used to report a suspected incident of abuse of an elder or

dependent adult required under Welfare and Institutions Codes Sections 15630 and 15686(a)(1).

30. State – State of California
31. Subcontract – To contract with a third party to perform all or part of the work included in this RFA and the resulting contract.
32. Title III – Grant for State and Community Programs on Aging
33. USC – United States Code
34. USDA – United States Department of Agriculture
35. VCAAA – Ventura County Area Agency on Aging
36. 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. Meals served must meet one-third of the Dietary Reference Intake (DRI) as stipulated by the United States Department of Agriculture (USDA). Currently, the VCAAA purchases food in bulk from local and national producers and distributes it weekly to a network of providers who manage the day-to-day operations of actual meal service throughout the County. 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.

## C. Program Description

The Senior Nutrition 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**

Senior Nutrition Program services means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling to eligible individuals at congregate sites or in their homes.

### **Goals**

To maintain or improve the physical, psychological, and social well-being of older individuals<sup>1</sup> by providing or securing appropriate nutrition services in the County for the purposes outlined in the Older Americans Act, Part C, Section 330:

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<sup>1</sup> §7630. Definitions. "Older individual" means a person sixty (60) years of age or older.

- a) to reduce hunger and food insecurity;
- b) to promote socialization of older individuals; and
- c) to promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

**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 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.
- 4. Promote good health behaviors through nutrition education and nutrition screening of participants.
- 5. Promote or maintain coordination with other nutrition-related supportive services for older individuals.

**Target Population**

The SNP provider shall target individuals who are sixty (60) years of age or older, minorities, low income and those living in rural areas of Ventura County, such as the unincorporated areas of Piru and Somis. See also Section X-B herein this RFP.

**D. Service Regions**

Following are the service regions and components applicable to this RFP. The format of the grant 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 or service components they propose to provide.

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
- 2. Fillmore
- 3. Moorpark
- 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
- 10. Ojai Valley
- 11. Piru, Rancho Sespe
- 12. All

## E. Service Components

Applicants may apply to provide one or more of the program service components listed below, (a) through (c); or they may apply to provide all service components (d).

- (a) Food & Non-Food Procurement and Local Food Storage & Delivery – Procure food and non-food items, including meals and packaging, and store, transport, and deliver food and non-food items for VCAAA’s Senior Nutrition Program to pre-determined sites throughout Ventura County. Deliveries to the meal-sites are weekly.
- (b) Congregate Meal Services – Provide meals in a congregate setting in an atmosphere that is pleasant and encourages socialization
- (c) Home-Delivered Meal Services – Provide home-delivered meals to older individuals who are homebound
- (d) All

Currently, service component (a) is provided via a vendor contract; and service components (b) and (c) are provided via grants with organizations in service regions numbers 1-8, 10, and 11, and via a vendor contract in service region number 9.

Applicants may apply for Congregate and Home-Delivered Meal Services, as well as new and innovative service delivery methods, in the same application. Some examples of innovative service delivery methods are in Nontraditional Congregate Meal Services section below.

### **(a) Food & Non-Food Procurement and Local Food Storage & Delivery**

Procurement includes, but is not limited to the following tasks: Procure and furnish all food, and safely and efficiently store all food using temperature-controlled equipment; Procure and furnish non-food items that are incidental to the operation of the County’s Senior Nutrition programs.

1. Food procurement procedures shall comply with Title 22, California Retail Food Code (CRFC) standards, and HACCP best practices guidelines.
2. 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.

Local food (and non-food supplies) storage, transport, and delivery includes the use of temperature-controlled equipment. The delivery of food and non-food supplies to local storage and distribution center and/or meal sites also includes the use of transport equipment and food service containers. Due to the essential function of supplying food and non-food supplies for the Senior Nutrition Program meal sites each week, local storage and delivery of these items are required.

### **(b) Congregate Meal Services**

Contractor shall provide meals in a social setting at a minimum of one meal per day, five days per week; however, where a situation calls for more or less than one meal per day, pre-approval by the VCAAA is required. Contractor shall determine an individual’s need for more than one meal per day based on nutritional risk assessment, living status and income of the participant. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.

Congregate Meal Services consist of managing and administering daily, weekly, monthly and annual operations of congregate dining throughout Ventura County. Tasks include, but are not limited to, the receipt of weekly deliveries of food and non-food supplies, the safe storage of these supplies, the final assembly and serving of meals, cleaning the site before, during and after meal service, purchasing supplies, establishing and providing meal counts to the VCAAA in a timely fashion, distributing menus (in English and Spanish), ensuring the confidential collection of donations, safeguarding of donations collected, ensuring that participants complete intake forms that collect required demographic information, utilization of the Q CareAccess system and other administrative requirements. Tasks also include the accounting and reporting of participant donations following prescribed fiscal standards. Contractor shall have procedures for obtaining the views and opinions of participants about the services received. Contractor shall not preclude the service of a meal to a participant who has failed to make a reservation, if a meal is available. Each congregate meal site shall have a paid staff member or volunteer designated to be responsible for the day-to-day activities of each site, and physically be on-site during the time that the nutrition activities are taking place. The site must have restrooms, lighting and ventilation that meet the requirements of the California Retail Food Code (CRFC). The Contractor must ensure the use of sturdy tables and chairs that are appropriate to older individuals, and are arranged to encourage socialization and easy access. Buildings where meal sites are located should be compliant with the Americans with Disabilities Act (ADA). Additionally, each meal site shall post and maintain tasteful signage both inside and outside the facilities indicating that a Senior Nutrition Program Congregate Meal Program is located therein.

#### *Nontraditional Congregate Meal Services*

In addition to Congregate Meal Services described herein, VCAAA is asking applicants to propose new and innovative ways to provide nutrition services to older individuals with the goal of providing services to more older adults by offering choices in service and targeting a broader older adult demographic. One example of such a program is the Café-Style concept, which uses café or diner appeal to attract older adults in a nontraditional setting. This is typically on a vendor contract basis, rather than on a sub-grantee contract basis.

Another example of a nontraditional older adult meal program may include a partnership between the applicant and a local restaurant to serve a special “older adults only” menu in a restaurant setting. Hard-to-serve areas, such as the county’s more rural areas, are strongly encouraged to apply under this pilot program. All applicant pilot programs must comply with all program, menu, and contract requirements set forth herein.

#### *Congregate Meal Client Eligibility*

Individuals eligible to receive a meal at a congregate nutrition site are:

1. Any individual 60 years or older;
2. The spouse of an individual 60 years and older;
3. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which Congregate Meal Services are provided; and
4. A disabled individual who resides at home with and accompanies an older individual who participates in the congregate program.

*Volunteer Meal Client Eligibility*

1. A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual of a meal.
2. A written policy for providing and accounting for volunteer meals will be developed and implemented by each meal site.

**(c) 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: receive and safely store weekly deliveries of food supplies; manage and administer operations for the delivery of meals to homebound older adults; assemble meals (if necessary); deliver meals to eligible older adults using the Contractor's delivery vehicles and temperature controlled food carriers; assess and reassess clients to determine eligibility for the program; prepare and/or distribute menus (in English and Spanish, as needed); provide nutrition education and counseling as prescribed by the VCAAA Registered Dietitian; and meet all the administrative requirements of the Senior Nutrition Program. Tasks include collecting, accounting and reporting of donations in a confidential manner and consistent with standard accounting principles.

Contractor shall develop and implement an efficient process for assessing and reassessing the eligibility of participants for home-delivered meals as set forth by the Older Americans Act, Title 22, CCR and all relevant Program Memos issued by the California Department of Aging (CDA). Initial determination of eligibility may be accomplished by telephone; however, an in-home assessment shall be done within two weeks of beginning meal service and shall include an assessment of the type of meal appropriate for the participant in his/her living environment. An older individual shall also be assessed for the need for additional nutrition-related supportive services (outreach, transportation, food shopping assistance, and escort to congregate nutrition sites), and referred as necessary. Eligibility for home-delivered meals shall be reassessed quarterly by phone, and assessments shall be conducted every six months in the participant's home. The Contractor shall provide written instructions in the language of the majority of the participants for the handling and re-heating of meals. The Contractor shall establish an order for the provision of service based on greatest social and economic need and establish a waiting list for home-delivered meals whenever meals cannot be provided to all eligible individuals. The contractor must notify the VCAAA prior to establishing a waiting list or taking other measures that result in a reduction of service.

*Home-Delivered Meal Client Eligibility*

Individuals eligible to receive a home-delivered meal are:

1. Any older individual who is frail, as defined in Section 7119, and homebound by reason of illness, disability or isolation.
2. A spouse of a person who is frail and homebound by reason of illness, disability or



isolation, if an assessment concludes that it is in the best interest of the homebound older individual.

3. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
4. Priority will be given to older individuals in (1) above.

**F. Program Outcomes – Service Proposal**

The following table provides an average number of meals served yearly through VCAAA’s Senior Nutrition Program, calculated utilizing data from the past three fiscal years (FY2016-17; FY2017-18; FY2018-19) and presented by Service Area:

**Average of Actual Meals Served – FY2016-19**

Service Region		Congregate Meals	Home-Delivered Meals	Total Annual Meals
1	Camarillo	512	25,604	26,117
2	Fillmore	7,725	4,034	11,759
3	Moorpark	3,712	5,660	9,372
4	Oxnard	15,579	25,058	40,637
5	Port Hueneme	0	6,437	6,437
6	Santa Paula	5,773	8,284	14,058
7	Simi Valley	11,144	37,664	48,808
8	Ventura	9,788	15,244	25,032
9	Thousand Oaks	13,448	0	13,448
10	Ojai	3,392	14,940	18,333
11	Piru & Rancho Sespe	4,125	3,524	7,649
<b>Totals:</b>		<b>75,199</b>	<b>146,450</b>	<b>221,648</b>

In FY 2018-19 the Senior Nutrition Program served 246,292 meals (about 20,524 meals per month) of which about 66% were delivered to homebound older adults.

**Fiscal Year 2020-21 Service Proposal**

This RFP will accept bids from qualified entities interested in providing congregate and/or home-delivered meals in their community. In order to address changing and future needs of communities, this RFP asks qualified applicants to specify the quantity of congregate and home-delivered meals to be served. Preference will go to sub-recipients and vendors that can provide both congregate and home-delivered meals.

A minimum of 90% of the total number of contracted meals is required to be provided.

## V. MENU PLANNING GUIDELINES/MENU REQUIREMENTS

### A. Menus

Each month meal menus shall be planned and published in English and Spanish, by the VCAAA a minimum of four weeks in advance. Contractors shall make special efforts to meet particular 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 must be reviewed and approved by one of the VCAAA Registered Dietitians (RDs).

### B. Nutrition Requirements of All Meals

The VCAAA RD will ensure that each meal meets a minimum one-third of the Dietary Reference Intakes (DRI), which are reference values determined by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, and complies with the current USDA's Dietary Guidelines for Americans (DGA), which is jointly published by the U.S. Department of Health and Human Services and the U.S. Department of Agriculture, to meet the following nutritional criteria:

1. Each meal will:
  - a. Provide a weekly average caloric range of >550-750 calories per meal.
  - b. Provide a 3-ounce cooked edible portion of meat, fish, poultry, eggs cheese or the protein equivalent daily.
  - c. Contain at least one-half ( $\frac{1}{2}$ ) cup serving of different cooked vegetables and/or one (1) cup of raw leafy vegetables.
  - d. Contain one-half ( $\frac{1}{2}$ )-cup serving of fruit.
  - e. Contain at least one serving of whole grain.
  - f. Contain 8 ounces of fortified fat-free milk, low-fat milk, or buttermilk, or the calcium equivalent to one-third of the Dietary Reference Intake (DRI).
  - g. Target 500-750 milligrams of Sodium.
  - h. Provide food(s) containing a minimum of 25 milligrams of Vitamin C.
2. Food(s) containing a minimum of 233 micrograms of Vitamin A will be served at least three times per week for a five-day menu, and four times per week for a seven-day menu.
3. Meals using detailed nutritional analysis shall identify, at a minimum the following values:
  - a. Vitamins: A, B (niacin, riboflavin, folic acid, thiamin, B12), C D and E
  - b. Minerals: calcium, iron, zinc and magnesium
  - c. Fiber
  - d. Kilocalories
4. Each meal will comply with the most current Dietary Guidelines for Americans and CDA Program Memo 1217.

### C. Nutrition Services Incentive Program (NSIP)

In the event that NSIP funds are made available, they shall be used for meals that meet the above dietary guidelines, are served only to eligible participants and/or volunteers, and that follow the "Offer Versus Serve" policy as found in [7 CFR 226.20\(p\)](#). NSIP funds shall only be used to purchase food and cannot be used to meet the required match for the grant.

Meals shall comply with the Dietary Guidelines for Americans, published by the U.S. Department of Agriculture (USDA) and the U.S. Department of Health and Human Services. All meals must meet the U.S. Dietary Guidelines and the Dietary Reference Intake (DRI) and Adequate Intake (AI) for vitamins and elements (minerals) for older adults who are 60+ years of age, and be served to eligible persons in a group congregate or group setting. This program provides one meal per day; thus, a minimum of one-third (1/3) of the DRI shall be provided. DRI reference tables are available at the following link: <https://fnic.nal.usda.gov/dietary-guidance/dietary-reference-intakes>

## **VI. MEAL SITE PROJECT PERSONNEL CAPACITY**

### **A. Experience**

The Contractor (or vendor) shall have significant experience in the provision of services for a large, publicly funded nutrition program. Personnel required to manage the program includes, but is not limited to, a Project Director, Site Coordinator, Cook, Fiscal Technician, Driver, Kitchen Assistant and Greeter. 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.

### **B. Staff Qualifications**

The Contractor shall have a project coordinator on staff to conduct the day-to-day management and administrative functions of the program. That person shall have the qualifications specified in [California Code of Regulations, Title 22, §7636.3\(a\)](#).

In addition, the Contractor shall have a sufficient number of qualified staff with the appropriate education and experience to carry out the requirements of the program. Skills required to manage the program include food service experience, customer service and program administration. Preference shall be given to hiring older individuals subject to the qualifications of the position. Qualified volunteers shall be recruited and used in any phase of program operations as needed.

### **C. Training Requirements for Staff and Volunteers**

All paid and volunteer staff shall be oriented and trained by the Contractor to perform their assigned responsibilities and tasks. Such training shall include accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures. All staff and volunteers working with older adults are "Mandated Reporters" and, as such, are required by law to report suspected abuse and/or self-neglect. Senior Nutrition Program staff and volunteers shall be trained in recognizing and reporting elder abuse and/or self-neglect. In addition, staff will attend a quarterly training provided by the VCAAA RD. Training classes (ServSafe) on food safety, prevention of foodborne illness and Hazard Analysis Critical Control Point (HACCP) principles are required by the CRFC and are offered by the VCAAA at no cost to the Contractor and/or their staff (travel expenses excluded). If the Contractor or its agent elects not to attend ServSafe training offered at the expense of the VCAAA, then the Contractor shall incur all expenses of procuring and maintaining the required ServSafe certification for their program. The ServSafe certificate must be posted at the site and at least one ServSafe certified staff member or volunteer must be present at the site on a regular basis during operating hours as required by the California Retail Food Code (CRFC).

## VII. FUNDING

### A. Total Project Funding for FY2020-21 Meal Service

It is estimated that \$1,889,389 in Title IIIC Older Americans Act funding will be available for the Senior Nutrition Program in Ventura County from July 1, 2020, through June 30, 2021. Of the total amount of funding available countywide for the year, approximately \$1,124,799 is expected to be available for service component (a) food and non-food procurement, packaging, delivery and storage and approximately \$764,590 is expected to be available for services components (b) and (c) congregate and home-delivered meals operations.

Contractors must operate each program using Older American Act grant funds supplemented by participant donations combined with other fundraising efforts.

The following table shows VCAAA grant funding available for operations and administration for FY2020-21:

<b>FY2020-21 Projected Funding for Meal Service</b>	
SNP Meal Sites/Communities	\$ 764,590
Food & Non-Food Supplies	\$1,124,799
<b>Total Funding</b>	<b>\$1,889,389</b>

*Funded SNP Meal Sites/Communities* – The funds will be distributed for Meal Service, based on the number of meals awarded in those communities that applicants propose to serve, funding congregate (C-1) at \$2.85 per meal and home-delivered meals (C-2) at \$3.11 per meal. This standardized funding per meal weights home-delivered meals more than congregate, without concern between frozen and hot meals, but rather due to the extra cost for each site in delivery and burden to perform the home-delivered meals service.

Preference will go to Contractors/Vendors that can provide both congregate and home-delivered meals.

Additionally, one-time-only funding may become available for this project; however, one-time-only funding is not guaranteed.

Meal Service Contractors (or Vendors) may apply to cook and serve meals prepared from scratch; however, these meals must be approved by the VCAAA Registered Dietitian and funding will not be provided beyond the average food cost per meal (determined to be \$4.22 for FY2021) plus the home-delivered or congregate operational funding per meal, as listed in the paragraph above.

All grant amounts are contingent upon the receipt of Older Americans Act funds and approval by the County of Ventura Board of Supervisors. Contractors are encouraged to seek sponsorships for food, supplies and equipment. Such support shall be publicly and regularly acknowledged by Contractor. Additionally, the VCAAA may establish contracts with vendors where doing so will serve the best interests of the communities that are being served. Vendor contracts may be established for all or some of the program service components.

**B. Restrictions and Service Caps**

If current or future levels of service cannot be sustained using the funding sources listed above, grantees shall adjust service levels and/or expenses accordingly. The adjustments may include the use of waiting lists, a reduction in the number of days of program operation, less frequent deliveries of meals, etc. If such adjustments become necessary, the grantee shall provide advance written notice to the VCAAA.

The VCAAA will fund a limited amount of food in each community that is commensurate with the newly approved funding formula. Any food served beyond that limit must be either 1) Pre-approved by the VCAAA in writing; or 2) Paid for by other funds (program income, cash match, other grants, etc.).

**C. Grant Match Requirement**

This grant requires a ten percent (10%) match, which can be met with in-kind donations, such as volunteer hours (calculated utilizing a rate that is prevalent in the service region for a similar job or task), donated materials, or cash contributions from fund raising activities. Program income (which must be spent before grant funds) and/or other Federal funding cannot be used to meet the 10% match requirement. The CFDA number for this Title III C grant is 93.045. Contractors are required to identify the CFDA titles and numbers to the independent auditor conducting the organization's Single Audit.

**D. Participant Contributions and Fees for Cost of Meals**

Anyone who receives a meal shall be given the opportunity to contribute toward the cost of the meal (this is regarded as Program Income). Contractor shall develop the suggested donation amount by taking into consideration the income of older individuals in the community where the service is located. A sign shall be posted at the point of donation that states that no one shall be denied a meal if they choose not to donate.

A guest fee shall cover the cost of non-eligible meals. Eligible and non-eligible meals shall be tracked and reported monthly to the VCAAA.

**VIII. PROCUREMENT POLICIES**

Contractors are expected to have a procurement policy in place for supplies, equipment, and food to ensure a quality product at a reasonable price. Periodic evaluation of pricing, service and satisfaction should be conducted. The County will favorably consider the selection of recycled-content and renewable materials, products and supplies over their non-recycled-content and non-renewable alternatives in cases where availability, fitness, health and operational efficiency, quality, safety, and price of the recycled product are otherwise equal to, or better than, the non-recycled-content and/or non-renewable alternative. Program equipment purchased using Older American Act (OAA) funds with a value of \$500 or more must be pre-approved by the VCAAA, affixed with an asset tag and a record maintained of its location. State regulations require that the VCAAA retain title to the grant-funded equipment and that it is subject to audit and review over its lifetime. If the equipment is underused or misused, the VCAAA may reclaim it. Additionally, before disposing of any grant-funded equipment, the Contractor must contact the VCAAA for

disposal instructions.

## IX. GRANT ADMINISTRATION AND REPORTING REQUIREMENTS

### A. Grant Administration for Meal Service Contractors (aka Grantees/Sub-Recipients)

All Contractors must have the ability to access the Internet. All Contractors shall maintain a systematic means of capturing and reporting all required service program data, report the project's fiscal and programmatic status monthly (and/or as requested), and enter the program data in the *CareAccess - Q Continuum Reporting System*. Agencies shall submit reports detailing fiscal and program performance activities as specified in the contract for services, including a Financial Closeout Report at the fiscal year end. To evaluate the effectiveness of the program, the VCAA and/or the California Department of Aging (CDA) may review cases, conduct site visits, interview a random sample of clients who have received the service, interview agency staff or board members, and/or interview other agencies who provide services to the same target population.

All Contractors shall have a physical facility from which to conduct business. The facility must have a working telephone during program business hours and a designated and utilized locked storage space for the maintenance of participant records. Contractor shall establish procedures that ensure the authenticity of the eligible participant meals served. Contractor shall maintain such records in a confidential manner on site. Records shall be made available to the VCAA for audit, assessment or inspection upon request.

The VCAA 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 contract contingencies or a Project Amendment. The VCAA'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 project.

### B. Reporting Requirements for Meal Service Contractors

#### Monthly Reporting

The following reports are to be completed and submitted to VCAA by the 10<sup>th</sup> working day of the month following the month of service. Contractors will enter this data into an Internet-based client tracking system, *CareAccess - Q Continuum Reporting System*. They will also be responsible for printing their own meal rosters from the tracking system and entering service units onto client records.

1. Senior Nutrition Program Monthly Program Report (MPR) – a tool that is used to report the number of Senior Nutrition Program service units a provider provides in a month.
2. Monthly Invoice (separate pages for Congregate and Home-Delivered services)
3. VCAA Client Intake Sheets – required to adhere to the National Aging Program Information System (NAPIS) data collection requirements by collecting and reporting specified data for all clients that receive Congregate and Home-Delivered meals. Contractors will be required, at minimum, to collect client information such as name, date of birth, gender, ZIP code, activities of daily living, etc. This information is required to comply with State mandates.

4. Meal Rosters – a tool that is used to account for all clients receiving a meal, per nutrition site. This includes Congregate and Home-Delivered meal clients. The “service units” for each client on the roster must be entered into the CareAccess - Q Continuum Reporting System for all clients receiving meals.
5. Mandatory use of a computerized client tracking system, CareAccess - Q Continuum Reporting System

**Annual and Other Periodic Reporting**

Contractors shall maintain complete records (which shall include, but not be limited to: accounting records; contracts; agreements; reconciliation of the “Financial Closeout Report” to the financial statements; letters of agreement; insurance documentation; Memorandums and/or letters of understanding; client records; and, electronic files) of its activities and expenditures under this program.

**X. SUPPORTIVE SERVICES COOPERATION AND COORDINATION**

As applicable to the service component, Contractor(s) shall develop and maintain relationships with community service organizations to identify clientele in need of service and to encourage appropriate service-related referrals. As needed, the contractor will develop, implement, and maintain a volunteer program including corporate and community components in cooperation with the VCAAA, other nutrition vendors, subcontractors and other social service organizations. All Contractors intending to utilize subcontractors to perform all or any part of their Senior Nutrition Program must receive prior approval from the VCAAA. The primary Contractor is responsible for providing technical assistance to the subcontractors and their staff including training and development, volunteer risk management, client assessment and program operation and implementation. All Contractors shall cooperate with VCAAA and other VCAAA nutrition vendors to explore potential and, where possible, implement group bidding and/or purchasing for food, supplies or other items. Applicants are encouraged to be creative in developing their proposal and collaborate with other organizations to provide the services outlined in this RFP.

**A. Emergency Meals**

Where feasible, Contractor shall provide emergency meals to participants in the event of a disaster, as defined in 42 U.S.C. 5122(2).

**B. Outreach and Target Populations**

The federal Older Americans Act Sec. 306 (a)(4)(A) requires Title III nutrition services to be targeted to older individuals with the greatest economic need, and older individuals with the greatest social need, with special attention to low-income minority individuals and older individuals residing in rural areas.

**Greatest Social Need**

A social need is the result of non-economic factors such as physical and mental disabilities, language and cultural barriers, social isolation and/or racial and ethnic status. They restrict a person’s ability to perform normal daily tasks or threaten his/her capacity to live independently. An older adult is in greatest social need if he/she has two (2) or more of the following characteristics: is physically and/or mentally disabled, has a language or

communication barrier, lives alone, or is aged 75 or older.

**Greatest Economic Need**

Any person 60 years of age or older whose income level is estimated to be at or below the 2020 Department of Health and Human Services guidelines for the federal poverty level (<http://aspe.hhs.gov/poverty-guidelines>), which are shown below:

<b>2020 Poverty Guidelines for the 48 Contiguous States and the District of Columbia</b>	
<b>Persons in Family/Household</b>	<b>Poverty Guideline</b>
1	\$12,760
2	\$17,240
3	\$21,720
4	\$26,200
5	\$30,680
6	\$35,160
7	\$39,640
8	\$44,120
For families/households with more than 8 persons, add \$4,480 for each additional person.	

**Whom We Serve (FY 2018-19 Summary)**

<b>Community</b>	<b># of Older Adults</b>	<b>Average Age</b>	<b>Gender</b>		<b>% Low-Income</b>	<b>% Decline to State Income</b>	<b>% Minority</b>	<b>% Live Alone</b>
			<b>Male</b>	<b>Female</b>				
Camarillo	391	81.45	104	213	26%	15%	24%	45%
Fillmore	269	71.95	72	119	49%	25%	62%	36%
Moorpark	230	77.33	68	107	22%	45%	38%	32%
Oxnard	480	76.84	160	247	45%	34%	71%	37%
Port Hueneme	44	79.19	14	28	48%	14%	32%	43%
Santa Paula	512	73.19	126	319	30%	32%	32%	33%
Simi Valley	954	78.30	331	544	20%	43%	30%	34%
Ventura	621	76.46	190	337	43%	26%	26%	50%
Thousand Oaks	856	76.26	262	377	16%	39%	30%	37%
Ojai	255	78.70	96	147	53%	22%	11%	56%
Piru & Rancho Sespe	59	74.39	20	26	42%	32%	75%	36%
<b>Countywide</b>	<b>4,671</b>	<b>76.73</b>	<b>1,491</b>	<b>2,540</b>	<b>39%</b>	<b>29%</b>	<b>33%</b>	<b>40%</b>



## XI. 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

The Contractor shall:

1. Confirm participant eligibility for services (not a requirement of vendors).
2. Have procedures for obtaining clients' evaluation of the services they receive.
3. Have written policy and procedure in place for the confidential collection of donations that includes not tracking donations by Accounts Receivable (not a requirement of vendors).
4. Coordinate with other agencies to avoid duplication of effort.
5. Not issue any news release pertaining to this grant award without the prior written approval of the VCAAA.
6. Demonstrate sufficient quality control procedures and ensure competent service and maintenance of professional standards.
7. Designate a point of contact for complaints from consumers.
8. Be fully operational on July 1, 2020.
9. Have an Emergency Operations Plan that is updated annually and can be activated in a declared emergency.
10. Applicants selected for funding will be required to execute a contract before commencement of the project. The grant application (proposal) and budget (vendors to provide price list(s) in lieu of a budget) are incorporated into the executed contract by reference. The VCAAA may attach contingencies to the contract, e.g., a revised budget, etc., and grantees will be notified accordingly. At any time, the VCAAA may ask the applicant to revise any portion of the proposal and/or the budget. Contracts may be amended as needed during the contract year.
11. Depending on the number and quality of responsive applications received, the VCAAA reserves the right to distinguish between services provided by "vendors" and those provided by "Contractors" or "Sub-recipients." The VCAAA will establish Vendor contracts where doing so will result in the best possible outcomes for the communities served.
12. The initial contract period is July 1, 2020, through June 30, 2021, with the possibility of renewing up to three successive fiscal years (contingent upon satisfactory performance by the grantee and availability of funding). The process for renewing the contract for FY 2021-22 will be issued separately and in a timely manner.
13. The VCAAA may require an Applicant to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.
14. For any contract awarded as a result of the RFP, no minimum or maximum number

of transactions can be guaranteed by the County.

15. Contracts will include a minimum allocation of service units (meals) to be provided for eligible persons that is commensurate with the available resources as stipulated herein. The costs of service units provided by the Contractor beyond any cost controls established by the VCAAA, including but not limited to monthly meal caps, are the responsibility of the Contractor.
16. Contractors may implement service agreements or subcontracts with food and/or service providers. Subcontractors must be qualified to provide the service purchased and to operate in compliance with program requirements and **all subcontracts must be pre-approved by the VCAAA**. Signed letters of agreement to participate must accompany the proposal. Copies of the final signed subcontracts and agreements must be submitted to the VCAAA with the contract. Subcontract and agreements must have the approval of VCAAA before activation and the Contractor/Grantee must monitor the performance of the subcontractor.
17. Contractors will be expected to make efficient use of limited financial resources and be equitable in the manner of how services are organized and delivered, and they must assure fair and non-discriminatory practices. The services must be client centered and reflect the needs of the elder population, be sensitive to cultural differences, target individuals and populations with the greatest need, and be responsive to the multiple changing needs of communities.
18. Services may be extended to persons not eligible under the Older Americans Act (as a means to increase volume, reduce overall cost or to accommodate caregiver companions or guests, etc.). However, ineligible participants must be tracked and are expected to pay the full cost of the meal. Contractor shall reimburse the VCAAA for non-eligible meals on a monthly or quarterly basis.
19. Applicant Match: The Contractor must provide a minimum ten percent (10%) match of the federal share of funds. This amount can be in-kind donations of time, material supplies and/or cash; however, it cannot be other federal funds or Program Income. Applicants will be provided more information regarding the match requirement if awarded a contract.
20. Records: Contractor shall maintain all program records in a responsible and organized manner. Records should include, but are not limited to, monthly reports, meal counts, client registration forms, home-delivered meal assessments, temperature logs, staff and volunteer training sign-in sheets, training evaluations, volunteer and mileage logs and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenues and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payment for billings submitted and for termination of the Contract.
21. Licenses and Permits: Contractor will ensure that its officers, employees, agents, volunteers, and subcontractors have all necessary licenses and permits required by

the laws of the United States, the State of California, the County of Ventura and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify the County immediately of loss or suspension of any such licenses and permits.

- a. 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. Environmental Regulations: If the grant award to Contractor exceeds \$100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws: Clean Air Act, as amended (42 U.S.C. 7401); Clean Water Act, as amended (33 U.S.C. 1368); Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.); Environmental Protection Agency regulations (40 C.F.R., Part 15 and Executive Order 11738).
- c. Americans with Disabilities Act: Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)
- d. Adult Abuse Reporting Law: Contractor must comply with all applicable provisions of Welfare and Institutions Code, Section 15630.
- e. Living Wage Ordinance: Grantees that are NOT nonprofit organizations, governmental entities or banking institutions and that are executing a contract for \$25,000 or more for services in a 12-month period, may be subject to the County of Ventura Ordinance 4233 and 4236, as amended, Chapter 9.5, known as the Living Wage Ordinance.
- f. Compliance with Applicable Laws and Regulations: Applicants will be required to conform to all applicable provisions of the law and regulations. These shall include, but are not limited to the following:
  - 1) Older Americans Act of 1965, as amended;
  - 2) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970;
  - 3) Mello-Granlund "Older Californians Act" of 1996;
  - 4) California Code of Regulations, Title 22 (Social Security), Division 1.8 (California Department of Aging), Chapter 4 (Title III Programs-Program and Service Provider Requirements), Article 6 (Title III C-Elderly Nutrition Program), §7630 through §7638.13 (pages 174.21 through 174.27) of Register 2002, No. 2; 1-11- 2002;
  - 5) California Retail Food Code (CRFC);
  - 6) Dietary Reference Intakes (DRI) and Dietary Guidelines of Older Americans Act Nutrition Programs as determined by the United States Department of Agriculture (USDA);
  - 7) Code of Federal Regulations (CFR), Title 45, Part 74 (Administration

of Grants);

- 8) OMB Circulars A-87, A-102, A-110, A-122, and A-133;
  - 9) Section 15630, Welfare & Institutions Code Reporting Requirements for Elder & Dependent Adult Abuse;
  - 10) Federal Civil Rights Act of 1964, 1968 and 1991;
  - 11) Rehabilitation Act of 1973; State law contained in W&I Code, Section 9542;
  - 12) California Fair Employment and Housing Act;
  - 13) Education Amendments of 1972;
  - 14) Federal, State and County and regulations applicable to Affirmative Action and Sexual Harassment;
  - 15) VCAAA Contractors Manual;
  - 16) California Department of Aging (CDA) Program Memos available at [www.aging.ca.gov/pm](http://www.aging.ca.gov/pm)
  - 17) Senior Nutrition Program Handbook.
22. Notification Regarding Performance: In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing, and by telephone to the County.
23. The organization(s) selected will be required to agree to the terms contained below. If the Applicant has any objections, these objections must be addressed in its proposal to the County or the objections will be deemed to have been waived.
- a. In the performance of the Contract, Contractor, its agents and employees shall act in an independent capacity and not as officers, employees, or agents of County of Ventura.
  - b. Contractor will designate an individual to serve as the primary point of contact for the Contract.
  - c. Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the address change.
  - d. Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
  - e. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
  - f. Contractor shall require its officers, agents, employees, volunteers and any subcontractor to comply with the provisions of Section 10850 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to ensure that:

- (i) All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any provision of the W & I Code relating to any forms of public social services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
  - (ii) No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this Contract.
  - (iii) Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions and that any person knowingly and/or intentionally violating the statutory provisions is guilty of a misdemeanor.
24. Conflict of Interest: Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- a. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.
  - b. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
25. Grievance Procedure: Contractor will ensure that staff is knowledgeable on the Ventura County Area Agency on Aging [Grievance Procedure](#) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
26. 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.

27. 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 contractors (grantees) 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. Contractor, 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 Grantee necessary to fulfill Grantee's obligations under this Agreement. It is understood and agreed that the Area Agency 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 VCAA 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.
2. 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.
3. 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.
4. Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Does not apply to all contractors.

## **XII. PROPOSAL EVALUATION AND SELECTION PROCESS**

### **A. Evaluation Process**

All proposals will be subject to an initial review by VCAA staff to determine if the proposal is complete, presented in the required format, and in compliance with all the requirements of the RFP. Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected because of an irregularity, defect or variation, if the irregularity, defect or variation is considered by the VCAA 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 VCAA may elect to waive the deficiency and accept the proposal. All compliant proposals will be reviewed and rated by a Task Force comprised of members of the VCAA's Advisory Council (AC) and/or other qualified reviewers. Any Task Force member associated with an applicant will be required to recuse

his/herself from rating that applicant. The Task Force will consider all applications for provision of services described in this RFP. Preference may be given to contractors submitting responsive proposals who are already operating well-established programs within their communities. The Task Force will submit recommendations for contract awards to the full Advisory Council. Proposals that are incomplete or received after the deadline will be treated as non-responsive to the RFP. Proposals responsive to the RFP 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 RFP.
2. Prospective Contractor (or Vendor) meets the requirements as stated in the Minimum Requirements as outlined in Section I-B.
3. Services and costs included are reasonable and meet the requirements as stated in this RFP.

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

Applications will be evaluated and scored by the Advisory Council Senior Nutrition Program Task Force using the following points-based system:	Points
<b>Quality Assurance – 30 points possible</b>	
Conformity to the intent of the RFP	10
Adequate administrative and operational resources for proposed project	10
Food quality and appropriateness of menus for older adults	10
<b>Agency’s History, Performance and Capacity - 30 points possible</b>	
Proven ability and capacity to successfully operate a large, publicly funded meal program	10
Prior efficacious contract experience with the VCAAA	10
Ability to collaborate with other organizations and leverage resources	10
<b>Utilization of Program Funds – 40 points possible</b>	
Bid price/Cost effectiveness	20
Ability to produce and leverage other funds to support program	20
<b>Total points possible:</b>	<b>100</b>

**C. Contract Award**

Contract(s) will be awarded based on a competitive selection of Proposal Packets received. Notice of the awards will be issued on May 14, 2020.

The contents of the Proposal 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 RFP 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, May 28, 2020.*** Protest letters must contain original signatures; letters sent by fax or e-mail will not be accepted. 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 RFP.