

****IMPORTANT NOTICE****

- The format of this RFP has been simplified.
- Only the following pages require signatures:
 - Exhibit A – Bid Response Packet,
 1. Bidder Information and Acceptance cover page must be signed by Bidder
 2. RFP Pre-screening Response checklist must be signed by Bidder

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS WILL BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date.

COUNTY OF ALAMEDA OF ALAMEDA

REQUEST FOR PROPOSAL No. NS-2018 for Nutrition Services

For complete information regarding this project, see RFP posted at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact the County representative listed below. Thank you for your interest!

Contact Person: Tracy Murray, Director, Area Agency on Aging

Phone Number: (510) 577-1966

E-mail Address: tmurray@acgov.org

RESPONSE DUE

by

2:00 p.m. on

February 28, 2018

at

Alameda County, Area Agency on Aging
6955 Foothill Boulevard, Suite 143, Oakland, CA 94605



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL No. SS-2018
SPECIFICATIONS, TERMS & CONDITIONS
for
Nutrition Services

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ATTACHMENTS

EXHIBIT A	BID RESPONSE PACKET
EXHIBIT B	INSURANCE REQUIREMENTS
EXHIBIT C	BUDGET INSTRUCTIONS AND TEMPLATE
EXHIBIT D	DATA REPORTING REQUIREMENTS
EXHIBIT E	EMERGENCY PREPAREDNESS
EXHIBIT F	MINIMUM MENU REQUIREMENTS AND NUTRITION STANDARDS
EXHIBIT G	HOME DELIVERED MEALS CRITERIA AND PRIORITY RANKING
EXHIBIT H	LINKS TO TITLE 22, CALIFORNIA RETAIL FOOD CODE/AAA NUTR POLICY MANUAL

I. STATEMENT OF WORK

A. BACKGROUND

Area Agencies on Aging (AAAs) were established under the Older Americans Act (OAA) in 1965 to respond to the needs of Americans 60 and over in every local community. The Alameda County Area Agency on Aging is a department within the Adult & Aging Services division of the Alameda County Department of Social Services. The AAA provides services throughout Alameda County and currently administers 72 contracts that provide services for approximately 65,000 older adults a year. Funding for these contracts is provided primarily from the Older Americans Act, as well as California state funding, and County General Funds. The AAA fulfills its mission of planning, coordinating, and delivering services in Alameda County through a network of approximately 40 Contractors. Funding under the OAA has remained relatively flat over the past decade, failing to keep up with inflation or increased demand from the rapidly expanding older population. While all persons age 60 and older are eligible to receive OAA services, older individuals in the greatest economic need, greatest social need, low income minority, and frail individuals are particularly targeted for services [45CFR§1321.69]. The Alameda County AAA wishes to serve these targeted groups at higher rates than what these groups represent in the overall older population, for each region. Contractors are expected to exceed percentages shown in these tables.

North		Central	
Age 75+	30%	Age 75+	30%
Low-Income	32%	Low-Income	25%
Functionally Impaired	30%	Functionally Impaired	30%
Minorities	52%	Minorities	54%
South		East	
Age 75+	27%	Age 75+	25%
Low-Income	21%	Low-Income	16%
Functionally Impaired	27%	Functionally Impaired	25%
Minorities	62%	Minorities	24%
Countywide			
Age 75+	28%		
Low-Income	25%		
Functionally Impaired	28%		
Minorities	52%		

Geographic Regions defined as follows:

North: (A) Albany, Emeryville, Berkeley; (B) Alameda, Oakland, and Piedmont

Central: Ashland, Castro Valley, Cherryland, Fairview, Hayward, San Leandro, and San Lorenzo

South: Fremont, Newark, and Union City

East: Dublin, Livermore, Pleasanton and Sunol

B. INTENT

It is the intent of these specifications, terms and conditions to describe the needs and requirements for provision of Senior Congregate Nutrition services and/ or Home Delivered Nutrition Services to Alameda County residents who are older adults (generally 60 years of age and older). Primary funding for these services is available to the AAA through contracts with the California Department of Aging (CDA) and federal funding from the OAA, as well as county General Funds and Measure A funds. All awardees must conform to requirements of the OAA, [\[42 USC 3001-3058\]](#), [\[45CFR§1321.63-§1321.71\]](#) and the Older Californians Act, [\[22 CCR § 7500-7716\]](#), CDA Program Memoranda, the California Retail Food Code, and the Alameda County Area Agency on Aging Nutrition Services Policy & Procedures Manual. The cited State and federal regulations, relevant OMB regulations, Policy Manuals, and other Program Memorandum may be viewed by searching online for the cited regulations, or by calling the AAA office for assistance. Programs and services are intended to help maintain individuals in home environments and avoid institutional care.

The County intends to initially award 1-year contracts (July 1, 2018- June 30, 2019), with the option to review and renew for up to three additional years, based upon funding available and satisfactory performance. Separate contracts are expected to be awarded for Congregate and Home Delivered programs, to the bidders selected as the most responsible bidders whose response conforms to the RFP and meets the County's requirements. It is the intent of the AAA to fund and support organizations who provide responsible stewardship for funds and programs and who approach services from the viewpoint of collaboration. The AAA seeks agencies who can best demonstrate a commitment to these principles in serving their communities and in designing and participating in cooperative, integrated support systems for elders.

The following funding amounts are expected to be available for the period of Fiscal Year 2018-2019. The AAA estimates that a total of \$ 4,184,979 will be available for funding, with \$3,179,687 from OAA and \$1,005,292 from County General Funds and Measure A Funds. Actual awards will be dependent on funding available. The total amount of funding is outlined in the charts below:

Service Categories	Amount Available
Congregate Meals	\$1,138,761
Home Delivered Meals	\$3,046,218
Total	\$4,184,979

Applicants may apply for all or part of the services in each category of Congregate Meals (C1) and/or Home Delivered Meals (C2). Within these categories are three options. Applicants may apply for Food Production only, Program Administration only, or Complete Services (which includes Food Production and Program Administration) as defined below.

Food Production includes all activities and costs associated with preparation of the meals and delivery to the sites (C-1) or to the administrative agency (C-2), and includes ensuring compliance with all OAA, state and local requirements. Responsibilities include menu development and oversight by a dietitian for kitchen safety and sanitation.

Program Administration includes consumer assessments, all activities and costs associated with getting the meal to the client, either at a meal site or via home delivery. This includes compliance with all OAA, state and local requirements and includes SAMS documentation as well as nutrition education. Program income (client donations) stays with the administrative agency.

Complete Services includes all services defined within food production and program administration. Agencies or vendors intending to partner to provide a partial scope of services are strongly encouraged to create a memorandum of understanding with a partner agency to clarify roles and expectations before submitting a response to this RFP.

Geographic Distribution of Funds

The AAA is committed to providing services throughout all regions of the county and establishes guidelines for funding that reflect each region’s population of seniors that are minority, low-income, language isolated and functionally impaired. Actual funding amounts may vary depending on the number and quality of bid responses received and previous service delivery in the region. For nutrition services, the AAA anticipates the following funding amounts to be available:

Congregate Meals	2018-2019 funding amount
Regions	Annual Maximum Funds available
North	\$614,931
Central	\$170,814
South	\$136,651
East	\$216,365
subtotal	\$1,138,761
Home Delivered Meals	2018-2019 funding amount
North	\$1,614,496
Central	\$700,630
South	\$548,319
East	\$ 182,773
subtotal	\$3,046,218

C. SCOPE

The Older Americans Act (OAA) seeks to enable all older individuals to maintain their well-being through locally developed community-based systems of services. The nutrition programs provide meals and socialization to older adults in congregate settings such as senior centers and meals to frail older adults in their homes. The purpose of the program is to reduce hunger and food insecurity, promote socialization and provide meals to the homebound.

1. **Senior Congregate Nutrition Services: (Title C-1):** Congregate nutrition services are provided in a group setting to older persons and consist of the procurement, preparation, transporting and serving of culturally appropriate meals, as well as nutrition education. **The AAA reimbursement rate is \$5.75 per service unit. The Service Unit of Measure is 1 meal.**
 - a. Program participants shall receive at least one meal per day. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRIs) in compliance with the Dietary Guidelines for Americans.
 - b. Meals must be produced at a HACCP compliant kitchen with valid health permit and current health inspection status from the Environmental Health Division of the Alameda County Public Health Department, and conform to *California Retail Food Code* (CRFC).
 - c. Monthly menus will be submitted to the AAA at least 6 weeks prior to use, and conform to all Title III C regulations and all additional nutrition standards stated herein. See Exhibit H for applicable Title 22 regulations, Exhibit F for Minimum Menu Requirements & Nutrition Standards, and Exhibit H for links to CRFC and AAA Nutrition Policy and Procedures Manual.
 - d. Contractor must utilize a Registered Dietitian to ensure that the regulations noted in Title 22 are satisfied.
 - e. Contractor will provide the AAA with all recipes proposed, in HACCP format. A menu analysis approved by a registered dietitian shall be done to ensure compliance with dietary guidelines. The AAA will treat all contractor recipes in a confidential manner. Meals may be rejected by the AAA if they do not meet specifications. Possible reasons for rejection may include: inadequate portion sizes, missing meal components, unauthorized substitutions, or use of recipes or products without the prior approval of the AAA.
 - f. All substitutions for approved menu items will be authorized by the Contractor's Registered Dietitian. Failure to obtain authorization may result in a partial or total disallowance from payment to contractor for all affected meals.
 - g. The Contractor will be responsible for the purchase, maintenance, repair, and storage of all raw food, food supplies, non-food supplies, kitchen equipment, and

- transport and temperature control equipment to prepare all meals in bulk pans, operate a kitchen site and fulfill all contract requirements.
- h. The AAA must be notified within 10 days of changes in administrative staff for all contracted providers.
 - i. The Contractor will not enter into subcontracts for any of the work under the contract without first obtaining written approval from the AAA.
 - j. Menus will be culturally appropriate. At least 12 special menu days will be substituted annually and will normally coincide with holidays or special events.
 - k. All service areas in which over 10% of the targeted population has a primary language other than English will have menus and nutrition education available in that language.
 - l. Meals are to be prepared and served five days a week through the service area but not necessarily five days a week at each site. Meals will be prepared daily, Monday through Friday, except those designated as County Holidays and/or other days as mutually agreed upon.
 - m. Bulk meals will be delivered to the meal sites at times mutually agreed upon by contracting agencies. Delivery locations may be added or deleted through negotiations with appropriate agencies and approval from the AAA. Adequate back-up plans will be in place so that personnel/vehicle emergencies do not disrupt program services. Time elapsed from preparation to senior meal service will not exceed two hours. Foods which in the opinion of the AAA dietitian are normally served either hot or cold must be delivered at temperatures that ensure that hot food is at least 135°F and that cold food is under 41°F at the time of service to congregate participants.
 - n. The Contractor will inform clients that the Congregate Meal program is not fully funded by the OAA and that they will be asked to contribute. All contributions are to be voluntary and anonymous. Project income from client donations in excess of the budgeted level is to be used to expand or support the meal service.
 - o. The Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the Contractor's site.
 - p. Ethnic meals will be available in neighborhoods with a high concentration of the ethnic-specific target population. Bi-lingual and bi-cultural staff will be recruited to manage ethnic meal sites.
 - q. Each meal site will strive to serve a daily average meal attendance of at least 25 people. The AAA will entertain proposals with less than 25 people at a meal site

based on mitigating circumstances, e.g., no other meal site close by and/or services to special populations. However, Title III dollars may not be used to staff meal sites with an average daily attendance less than 25.

- r. Program staff or dietitians of the AAA staff will have the right to inspect the food production kitchen at any time and without notice. All authorized representatives of Alameda County, the State or Federal government will have the right to inspect, review, and audit kitchens, food production areas, serving areas, packing and storage areas, equipment, and all records relating to senior meals purchased or produced and the performance of Contractor regarding senior meals.
 - s. A chemical analysis of any food provided by the Contractor may be made by the AAA at any time. The Contractor is liable for the cost of analysis if the finding discloses that the food does not comply with meal or health regulations.
 - t. The Contractor will have a ServSafe Certified person provide oversight at each meal site and ensure that all safety and sanitation control standards are met at the site. Each meal site shall meet all of the following:
 - Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place.
 - Have restrooms, lighting, and ventilation which meet the requirements of the CRFC.
 - Have equipment, including tables and chairs that is sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.
 - u. All nutrition Contractors are encouraged to use environmentally sound practices and products in the meal service operation and delivery.
2. **Home Delivered Nutrition Services: (Title C-2)** The goal of Home Delivered nutrition services is to maintain or improve the physical and social well-being of older persons through appropriate nutrition services. Home Delivered nutrition services are provided to older persons who are homebound by reason of illness, disability, or are otherwise isolated, and have no safe, healthy alternative for meals. Home delivered meals consist of the procurement, preparation, service and delivery of culturally appropriate meals and nutrition education. **The AAA reimbursement rate is \$6.25 per service unit. The Service Unit of Measure is 1 meal.**
- a. Program participants shall receive at least one meal per day. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRIs) in compliance with the Dietary Guidelines for Americans.

- b. Meals will be prepared and delivered daily, Monday through Friday, or other days as mutually agreed upon. Meals will be delivered hot or chilled unless otherwise approved by the AAA, except those designated as County Holidays and/or other days as mutually agreed upon. Weekend and holiday meals will be available, either as cold or frozen, and must meet Title III C guidelines. Menu planning shall be in accordance with Older Americans Act, state and local standards. One meal a day and no more than seven meals a week will be offered to each client unless otherwise approved by the AAA.
- c. Home delivery routes will include all geographic areas designated in the contract. Adequate back-up plans will be in place so that personnel/vehicle emergencies do not disrupt program services.
- d. Time elapsed from preparation to senior meal service will not exceed two hours for meals delivered hot, and will not exceed three hours for meals delivered chilled. Foods which, in the opinion of the AAA dietitian, are normally served either hot or cold must be delivered at temperatures that ensure that hot food is at least 135°F and that cold food is under 41°F at the time of delivery to home delivered meal participants.
- e. Ethnic meals will be available in neighborhoods with a high concentration of the ethnic-specific target population.
- f. Contractor must utilize a Registered Dietitian to ensure that the regulations noted in Title 22 are satisfied. A menu analysis shall be performed by a Registered Dietitian to ensure compliance with the one-third (1/3) of the Dietary Reference Intakes (DRI) as described in this RFP. The AAA will treat all contractor recipes in a confidential manner. Meals may be rejected by the AAA if they do not meet specifications. Possible reasons for rejection may include: inadequate portion sizes, missing meal components, unauthorized substitutions, or use of recipes or products without the prior approval of the AAA.
- g. Meals must be produced at a HACCP compliant kitchen with valid health permit and current health inspection status from the Environmental Health Division of the Alameda County Public Health Department, and conform to *California Retail Food Code (CRFC)*.
- h. Each Home Delivered meal Contractor shall assess the level of need for home-delivered nutrition services of each eligible participant per the specifications in Exhibit G of this RFP. Assessment will consist of:
 - An initial determination of eligibility which may be accomplished by telephone.
 - A written assessment shall be done in the home within two (2) weeks of beginning meal service.

- An older individual eligible to receive home-delivered meals shall be assessed for need for nutrition-related supportive services, and referred as necessary.
 - Reassessment of need shall be determined quarterly. Such reassessment shall be done in the home of the participant at least every other quarter.
- i. Provide written instructions in the language of the majority of the participants for handling and re-heating of the meals.
 - j. Establish a waiting list for home-delivered meals whenever the Contractor is unable to provide meals to all eligible individuals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be in accordance with Exhibit G, *AAA's Home Delivered Meals Assessment Criteria and Priority Ranking Guidelines*.
 - k. Comply with the *California Retail Food Code* and their local health department regarding safe and sanitary preparation and service of meals.
 - l. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
 - m. Conduct a nutrition screening of home-delivered meal participants using the DETERMINE Checklist, in accordance with Federal requirements found in Section 339 of the OAA (42 U.S.C. 3030g21).
 - n. Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C. 5122(2).
 - o. When it is known or reasonably suspected that a program participant has been the victim of abuse, report the abuse to the authorities in accordance with Section 15630, Welfare and Institutions Code.
 - p. Monthly menus will be submitted to the AAA at least 6 weeks prior to use, and conform to all Title III C regulations and all additional nutrition standards stated herein. See Exhibit F for *Minimum Menu Requirements & Nutrition Standards* and Exhibit H for links to applicable Title 22, the *California Retail Food Code* and *AAA Nutrition Policy and Procedures Manual*.
 - q. All substitutions for approved menu items will be authorized by the Contractor's Registered Dietitian in advance. Failure to obtain authorization may result in a partial or total disallowance from payment to contractor for all affected meals.
 - r. The Contractor will be responsible for the purchase, maintenance, repair, and storage of all raw food, food supplies, non-food supplies, kitchen equipment, and

transport and temperature control equipment to prepare all meals in bulk pans, operate a kitchen site and fulfill all contract requirements.

- s. The AAA must be notified within 10 days of changes in administrative staff for all contracted providers.
- t. The Contractor will not enter into subcontracts for any of the work under the contract without first obtaining written approval from the AAA.
- u. Menus will be culturally appropriate. At least 12 special menu days will be substituted annually and will normally coincide with holidays or special events.
- v. All nutrition Contractors are encouraged to use environmentally sound practices and products in the meal service operation and delivery.
- w. All service areas in which over 10% of the targeted population has a primary language other than English will have menus and nutrition education available in that language.

- 3. Nutrition Education: (Title C-1 & C-2):** Bidders selected to provide both Congregate and Home Delivered Nutrition Services will be mandated to also provide Nutrition Education to participants. Funding for Nutrition Education is included in the Congregate Nutrition (C-1) and Home Delivered (C-2) program award. Nutrition Education is a program to promote better health by providing regularly scheduled, accurate, language-appropriate, and culturally sensitive nutrition, diet, physical fitness, or health promotion (as it relates to nutrition) information and instruction to participants in a group or individual setting.

The Congregate Nutrition Minimum Service Standard is equal to the annual total number of contracted meals divided by 250 (annual serving days), then multiplied by four (quarters). The Home-Delivered meals Minimum Service Standard is equal to the Annual total number of contracted meals divided by 250 (annual serving days), then multiplied by 10 (months). The Service Unit of Measure is 1 one session per participant.

- a. Nutrition Education programs and materials are to be approved by a qualified dietitian/ nutritionist and overseen by a Dietitian or individual of comparable expertise.
- b. Nutrition education shall be provided a minimum of four (4) times per year to participants at each congregate meal site and a minimum of ten (10) times annually in the home-delivered meal program. Nutrition education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials. Printed materials may be used as the sole nutrition education component for the home delivered meal participants,

as well as in conjunction with a congregate meal program nutrition education presentation (Title 22 Section 7638.11 (a)).

D. SPECIFIC REQUIREMENTS

1. Service locations must be situated in or be accessible to concentrations of consumers in the greatest social and economic need.
2. Contractors must demonstrate the ability to reach out to targeted populations.
3. Service providers must meet the 10% match requirements for funding for Title III programs and are encouraged to seek and obtain additional funding from other sources.
4. Participant income information may not be used to limit or deny services. OAA program participants must be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. A sign indicating the suggested contribution for eligible individuals, and the fee for guests, shall be posted near the contribution container at each congregate meal site. A guest fee shall cover all meal costs. All contributions shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.
5. Programs must utilize the views of participants when evaluating the effectiveness of services received.
6. All proposals for OAA funds shall conform to all applicable provisions of laws and regulations, including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, and applicable Federal or State regulations.
7. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers.
8. Successful applicants must have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda AAA Grievance Resolution Policy. All contractors will post and advise clients of their complaint resolution process.
9. All contractors are required to attend Provider Meetings scheduled by the AAA.
10. All contractors must have a written Emergency Operations Plan that can be activated in an emergency. The plan shall include 1.) preparation of the facility 2.) training for all staff, volunteers and participants in the agency's emergency operations plan, and 3.) fire safety preparations.

11. Contractor will provide access by County of Alameda, AAA, State of California, CDA, Federal AoA officials, to financial and other records pertaining to the program encompassed by the contract.
12. Contractor will provide Federal Tax Identification Number to the AAA.
13. Contractor will submit monthly program and expenditure reports in the prescribed format by the date due, and maintain statistical and financial data in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.
14. Contractor will submit final financial and program reports no later than thirty (30) days following the end of the contract period.
15. Contractor will comply with all federal, state, and local rules, regulations and policies, including, but not limited to, Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133, Federal Code of Regulations [45CFR§1321.63 -§1321.71] and California Title 22 [22CCR§7500-7716].
16. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.
17. Prior to awarding a contract to any for-profit entity, the California Dept. of Aging (CDA) must also review and approve the contractor's bid proposal.
18. Within the first 90 days of the contract, all contractors must have written personnel policies and procedures, written job descriptions for all staff involved in the project, and a written Emergency Preparedness Plan.
19. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending \$750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first (2CFR 200 512).

E. DELIVERABLES / REPORTS

1. Contractors will submit quarterly reports and where required enter participant and service unit data into SAMS, or other software or web-based applications, as specified in the Specific Requirements section of this RFP.

2. The Social Services Agency has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? and Is anyone better off? The RBA framework establishes a partnership between the service provider and SSA. The performance measures and the deliverables are described below. A link to further information on RBA can be found at: <http://www.raguide.org/>.
3. How much was done?
 - a. Contractor will meet 95% of its program specific Service Unit requirements.
 - b. Deliverable: Contractor will submit reports to AAA documenting the number of Service Units completed.
2. How well was it done?
 - a. Contractor will maintain ongoing compliance with all program specific service and legal requirements, as described in the Scope of Work and Appendices of this RFP, for the duration of the contract.
 - b. Deliverable: Contractor will host site visits and provide proof of compliance documentation as required by the AAA.
3. Is anyone better off?
 - a. Goals of the AAA Nutrition Services programs will be considered met, and clients better off, if contractor meets its 95% Service Unit requirements.
 - b. Deliverable: Contractor will submit monthly reports to AAA documenting the number of Service Units completed.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	January 22, 2018	
Written Questions Due	by 5:00 p.m. on Monday, February 5, 2018	
Networking/Bidders Conference #1	Friday, February 2, 2018 @ 1:00 P.M.	at: Alameda County SSA- Adult & Aging Dept. 6955 Foothill Blvd. 1st floor, Maxwell Park Conf. Room Room 137 Oakland, CA. 94605
Networking/Bidders Conference #2	Monday, February 5, 2018 @ 1:00 P.M.	at: Alameda County SSA- Adult & Aging Dept. 6955 Foothill Blvd. 1st floor, Maxwell Park Conf. Room Room 137 Oakland, CA. 94605
Addendum Issued	Tuesday, February 13, 2018	
Vendor Letter of intent to submit a bid due	February 21, 2018 Please submit Letter of Intent to Sandra Braxton, at sbraxton@acgov.org or fax to (510) 577-1962.	
Response Due	Wednesday, February 28 by 2:00 PM	
Evaluation Period	March 1-March 30, 2018	
Notice of Intent to Award Letters	April 15, 2018	
Board Letter Recommending Award Issued	June, 2018	
Board Consideration Award Date	June, 2018	
Contract Start Date	July 1, 2018	

Note: Award and start dates are approximate.

F. NETWORKING / BIDDERS CONFERENCES

1. Potential applicants are strongly encouraged, but not required, to attend one of the following Bidders' Conferences:

February 2, 2018
1:00- 2:00 PM
6955 Foothill Boulevard, Maxwell Park Conference Room 137
Oakland, CA 94605

February 5, 2018
1:00-2:00 PM
6955 Foothill Boulevard, Maxwell Park Conference Room 137
Oakland, CA 94605

Please RSVP your attendance to Sandra Braxton, at sbraxton@acgov.org or (510) 577-1907.

2. Networking/bidders conferences will be held to:
 - a. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
 - b. Provide bidders an opportunity to view a site, receive documents, etc. necessary to respond to this RFP
 - c. Provide the County with an opportunity to receive feedback regarding the project and RFP.
3. All questions will be addressed, and the list of attendees will be included, in an RFP/Q Addendum following the networking/bidders conference(s).
4. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions.

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Debarment and Suspension, and Relevant Experience) will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise

or experience in services for older adults. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the AAA only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award multiple contracts to the responsible bidders whose responses conform to the RFP and whose bids present the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award contracts to the bidders that propose the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response. In order to provide services across the full geographic spectrum of the County, multiple awards within a service category may be awarded.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is 500 points. Proposals must receive a score of 250 points in order to be eligible for consideration.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

All proposals will initially be evaluated against the following, and receive a pass/fail rank. Evaluations that receive a “Fail” rating will not receive further consideration. The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	<p>Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
B.	<p>Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov.</p>	Pass/Fail
C.	<p>Relevant Experience: Bidder shall be regularly and continuously engaged in the business of providing nutrition services to older adults for at least four years.</p>	Pass/Fail

The Evaluation Questions and their respective weights are as follows:

	Evaluation Questions (Minimum 12 pt font)	Points
D.	<p>MISSION, EXPERIENCE AND COMMUNITY INVOLVEMENT:(Maximum two (2) pages)</p> <p>1. Describe your organization’s history, purpose and mission statement.</p> <p>2. Discuss the needs of older adults in Alameda County, including demographic and geographic data that are relevant to the program for which you are applying. Describe the religious, cultural, income and language considerations affecting the potential population.</p> <p>3. Describe your organization’s efforts to coordinate with local and regional community services to integrate the service delivery system. Provide specific examples of how these efforts have led to increased opportunities for older adults to live more independently.</p> <p>4. Describe your organization’s experience in providing community-based nutrition services to older adults. Discuss the number of individuals served by type of service.</p> <p>5. Will your agency recruit, train, supervise and recognize volunteers in providing the proposed service? If so, how will this be accomplished? If you will not use volunteers, how will you ensure that older adults are involved in the service preparation and/or delivery?</p> <p style="text-align: right;">Section D Subtotal</p>	<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>25</p>

E. PROGRAM DELIVERY (Maximum 4 pages – 40 Points)

- Using the format below, please describe in detail the service categories and units that you will provide. Please provide a narrative description of how you will provide the services.

5

Service Category	Service Units	Measurements	Type of Service
(e.g. Congregate Nutrition)	(e.g. Congregate Meals)	(e.g. 1 Meal Served)	(e.g. Meal Production, Program Administration, Complete Service)

- The Older Americans Act requires that services be targeted to low income, functionally impaired and minority individuals. Please tell us the number of unduplicated adults that you propose to serve in each geographic region of the county for which you are proposing services, and the percentage of clients that you will serve in each targeting category. Please use the format below to note your responses:

3

Total # Seniors Served	
75+	%
Low-Income	%
Functionally Impaired	%
Minority	%

- Discuss the outreach/public information methods your organization intends to employ to generate participation in the program, including outreach to targeted populations.

3

- If you are applying for congregate meals, describe the process you will use to enroll a new client onto the program. If you are applying for home delivered meals, outline your process for ensuring compliance with the initial, written, and quarterly reassessment requirements stated in the Title 22 regulations. If you will not be enrolling clients, describe how your agency will manage meal counts.

3

- Federal regulations mandate that persons receiving services be given the opportunity to freely contribute to the cost of service. At the same time, these participants must not be subjected to any kind of test to determine their ability to contribute. Please describe your plan to provide participants with a voluntary opportunity to contribute, including how privacy is ensured, what procedures are

3

<p>used to account for and safeguard funds. If you will not be providing a donation opportunity for clients, describe how your agency will support maximizing income for the administrative agency.</p>	
<p>6. Describe the quality assurance procedures your agency will use to evaluate the services you propose to provide. Include any procedures you have developed to track measurable outcomes. How will you ensure that meal recipients and community members are involved in the planning and evaluation of your services?</p>	3
<p>7. Describe your contingency plans in the event the full amount of funding you are requesting is not received.</p>	2
<p>8. Attach a sample menu for one month.</p>	3
<p>9. Describe in narrative form the role and your expectations of the program Registered Dietitian(RD/RDN). Discuss % FTE, menu development and analysis, in-service training, and nutrition education.</p>	5
<p>10. Will the seniors served by your agency receive ethnic, therapeutic, or alternative meals? Discuss.</p>	4
<p>11. If you will not be preparing meals, describe how your agency will ensure that meals prepared at the kitchen comply with safety and sanitation standards and menu standards.</p>	4
<p>12. If your agency is proposing to provide services through a collaborative agreement, you will be responsible for securing the MOU's and/or performance and financial agreements with the other collaborating agencies. Please provide the name(s) of the collaborating agencies and explain the role that each will fulfill to provide the full scope of Nutrition Services. If your agency is submitting a proposal without an established partner, please describe in detail action steps and timetable for the transition that will minimize any disruption in service to seniors. If your agency will provide complete services, discuss current and future partnerships that will enhance services to your clients.</p>	2
<p>Section E Subtotal</p>	
	40

**F. ADMINISTRATIVE & FISCAL QUALIFICATIONS:
(Maximum four (4) pages)**

1. Using the following format, please provide your agency’s staffing plan, percentage of time allocated to this program and language capacity. Please note that staffing plans must match personnel costs on budget. (5 points)

5

Staff Summary Form			
Job Title/Position	Total Agency % FTE	% FTE for this program	If Bi-lingual, What Language

2. Using the following format, please provide a three-year history of total Revenue vs. total Expense for your agency. In narrative form, please explain any large fluctuations in income or expense. Please provide an explanation for any deficit.

2

	2014-2015	2015-2016	2016-2017
Revenue			
Expense			
Over/Under			

3. Using the instructions and template provided in Exhibit C, please submit a Line-Item Budget for this program. In narrative form, please describe your approach for deploying the most cost effective program.

5

4. Please describe the organization’s current accounting system, including the following: areas and frequency of accounting for receivables and payables, payroll processing, financial statement preparation and internal/external auditing.

3

5. Discuss your plan for securing the required 10% non-federal match. What are your short and long-term funding needs and goals for ongoing support of the proposed project? Please indicate if you have a current strategic plan that addresses these issues.

5

6. Describe special attributes of your current or proposed board of directors that would: 1) augment your capabilities to outreach and serve your specific targeted group; 2) contribute knowledge/expertise with services you will provide; 3) provide guidance in quality assurance measurements; and 4) accept responsibility in developing and implementing strategic plans with both short and long-term needs and goals, especially financial stability.

2

	<p>7. Describe your organization’s physical facilities and equipment that will enable adequate provision of services. Discuss the following:</p> <ul style="list-style-type: none"> - Kitchen address - Total square footage - Storage capacity - Number of refrigerators and freezers to be allocated to the program - Maximum meal production capacity and schedule - Discussion of other programs using the kitchen. <p>8. Please describe the organization’s capacity to provide reporting and client data and service unit delivery. Discuss your experience with SAMS reporting.</p> <p>9. Please describe your organization’s current plan for providing services to seniors in the case of a catastrophic event (earthquake, fire, etc.)</p>	<p style="text-align: right;">5</p> <p style="text-align: right;">5</p> <p style="text-align: right;">3</p>
	Section F Subtotal	35
	TOTAL Points	100

H. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract which may be awarded to Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

1. Contractor has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor will be notified of contract termination. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

I. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by the AAA. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
 3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

J. BID PROTEST/APPEALS PROCESS

The County prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the intent to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County's SSA Finance Director, located at 1111 Jackson Street, 1st Floor, Suite 103 Oakland, CA 94607, Fax: (510) 839-0748, before 5:00 p.m. of the FIFTH business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The Bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The County Agency/Department will notify all bidders of the protest as soon as possible.
2. Upon receipt of written protest, SSA Finance Director, or designee will review and evaluate the protest and issue a written decision. The SSA Finance Director, may, at his or her discretion, investigate the protest, obtain additional information,

provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten business days prior to the Board hearing date.

3. The decision will be communicated by e-mail and certified mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.
4. The decision of the SSA Finance Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance and Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, fax number (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidder affected by the SSA Finance Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the SSA Finance Director's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five business days following the issuance of the decision by the SSA Finance Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH business day following the date of issuance of the decision by the SSA Finance Director shall not be considered under any circumstances by the SSA or the Auditor-Controller OCCR.
 - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the SSA Finance Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the SSA Finance Director or department designee, and will determine whether to uphold or overturn the protest decision.

- d. The Auditor's Office may overturn the results of a bid process for ethical violations by SSA Contracts Office staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
 - e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protester, the Bidder whose bid is the subject of the Bid protest, and all Bidder affected by the decision.
5. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.
 6. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

K. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be 1 year (July 1, 2018- June 30, 2019) with an option to review for three additional one-year terms. Funding for the contract is contingent upon availability of state, federal, and local funds.
2. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
3. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for three additional one-year terms at agreed prices with all other terms and conditions remaining the same

L. QUANTITIES

Quantities listed herein are annual estimates based on past funding available to the AAA and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

M. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
2. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
3. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

N. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the bidders who, in its opinion, has submitted the proposals that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price. Partial awards may be made. Multiple awards in the same program category may be made.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. Any proposal/bids that contain false or misleading information may be disqualified by the County.
5. The County reserves the right to award to a single or multiple Contractors.
6. The County has the right to decline to award this contract or any part thereof for any reason.
7. Board approval to award a contract is required. The AAA may negotiate modifications to assure program requirements are covered before the contract is signed.
8. The selected proposal shall be made part of the contract, and RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

9. After award, if service levels are not being met, then the budget may be reduced to reflect the current levels.
10. No contract funds should be used to pay the salary or expenses for anyone that is lobbying.
11. The Community Based Organization (CBO) Master Contract terms and conditions are non-negotiable.
12. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

O. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain the contractor's name, service category name, remit to address, preparer name, telephone number, budget line items as directed by the AAA and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the contract.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total RFP quoted in the bid response.
9. Contractor shall submit invoices to the County within seven (7) business days following the month of service.

IV. INSTRUCTIONS TO BIDDERS

P. COUNTY CONTACTS

The Alameda County Social Services Agency, AAA is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the AAA department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on Monday, February 5, 2018 to:

Tracy Murray, Director
Alameda County Area Agency on Aging
6955 Foothill Blvd, Suite 143
Oakland, CA 94605
E-Mail: tmurray@acgov.org
PHONE: (510) 577-1966

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

Q. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Department of Adult & Aging BY 2:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The AAA department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

RFP No. NS-2018
Tracy Murray, Director
Alameda County Area Agency on Aging
6955 Foothill Blvd, Suite 143
Oakland, CA 94605
E-Mail: tmurray@acgov.org
PHONE: (510) 577-1966

Bidder's name, return address, and the RFP number and title must also appear on the mailing package.

***PLEASE NOTE** that on the bid due date, a bid reception desk will be open between 8:30 a.m. – 2:00 p.m. and will be located in the 1st floor lobby at 6955 Foothill Boulevard, Suite 143, Oakland, CA.

3. Bidders are to submit one original hard copy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus Ten (10) copies of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY”. All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided. **BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.**
4. **A SEPARATE BID RESPONSE PACKET IS REQUIRED TO BE SUBMITTED FOR EACH SERVICE CATEGORY. FAILURE TO SUBMIT A SEPARATE RESPONSE PACKET WILL BE SUBJECT TO DISQUALIFICATION.**
5. No email (electronic) or facsimile bids will be considered.
6. All costs required for the preparation and submission of a bid shall be borne by Bidder.
7. Bidders are requested to fax or email their intent to submit a bid by February 21, 2018, one week prior to the bid due date (February 28, 2018). However, bidders will not be penalized for not sending their intent to submit a bid. Please submit Letter of Intent to Sandra Braxton, at sbraxton@acgov.org or fax to (510) 577-1966.
8. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is

limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.

9. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
10. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
11. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
13. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

14. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

R. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at:
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

S. ADDITIONAL REQUIRED DOCUMENTATION

All **ORIGINAL** BID RESPONSE PACKETS must include these additional documents:

1. An organizational chart.
2. Copy of Adult Day Care License or status of application (if applicable)

The **ORIGINAL** BID RESPONSE PACKET for Nonprofit Agencies must also include:

1. Nonprofit Determination Letter (501[c][3])
2. Articles of Incorporation
3. Most recent Bylaws
4. Roster of Board of Directors
5. Copies of minutes of the last two Board of Director's meetings

EXHIBIT A

BID RESPONSE PACKET

RFP No. NS-2018 Nutrition Services

To: The County of Alameda

From: _____

(Official Name of Bidder)

- **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ORIGINAL HARD COPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS 10 COPIES.**
- **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”.**
- **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT.**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID.**
- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL.**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE.**

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. SS-2018 OAA Nutrition Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - **Debarment / Suspension Policy**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
 - **Iran Contracting Act (ICA) of 2010**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)
 - **General Environmental Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm)
 - **General Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)
 - **Proprietary and Confidential Information**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)
6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

Cover Letter

Official Name of Bidder: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- Corporation
- Limited Liability Partnership
- Limited Liability Corporation
- Other: _____
- Joint Venture
- Partnership
- Non-Profit / Church

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

RFP Pre-screening Response Checklist

Bidders shall provide all of the documentation and exhibits identified below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the County’s sole discretion. Please verify each item below that it is correctly submitted as per the RFP specifications and check () its corresponding Check Box and sign below.

Item		Check Boxes
1.	One (1) original proposal marked “Original” plus five (5) copies of the proposal.	
2.	The “original” bid response must be signed in blue ink with an authorized signature.	
3.	The “original” bid response is to be either loose-leaf or in a three (3)-ring binder, not bound.	
4.	Proposals must be printed on white 8 ½” by 11” paper. The font must be at least 12-point type in “Times New Roman” or equivalent font. <u>Lines shall be single-spaced.</u>	
5.	Table of Contents: Bid responses shall include a table of contents listing the individual sections of the quotation/proposal and their corresponding page numbers. Tabs should separate each of the individual sections.	

Response Package:

Check Boxes

Item		Check Boxes
1.	Proposal Checklist – signed original in blue ink.	
2.	Cover Letter: – signed original in blue ink.	
3.	Bid Form (Exhibit A) with all questions completed as specified	
4.	Budget form as specified in Exhibit C	
5.	Organizational Chart	
6.	If a Non-Profit Agency; Non-profit determination letter (501[c][3])	
7.	If a Non-Profit Agency; Articles of Incorporation	
8.	If a Non-Profit Agency; Most recent Bylaws	
9.	If a Non-Profit Agency; Roster of Board of Directors	
10.	If a Non-Profit Agency; Copies of minutes of last two Board of Director meetings	
11.	If an Adult Day Care provider; copy of current License or status of application	

Our agency certifies that all above request information have been completed for RFP No. 2018-Nutrition Services Programs.

Signature: _____ Print Name: _____ Date: _____

Agency Name: _____

BID FORM

COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for any contract that is a result of this bid.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

PLEASE PROVIDE A SEPARATE PROPOSAL PACKET FOR EACH SERVICE CATEGORY.

CHECK THE PROPOSED SERVICE CATEGORY

C1-Congregate Nutrition

Food Production

Program Administration

Complete Services

C2-Home Delivered Nutrition

Food Production

Program Administration

Complete Services

PLEASE NOTE THE GEOGRAPHIC AREA OF SERVICE AND PERCENTAGE OF TOTAL CLIENTS SERVED IN EACH AREA (IF YOU ARE SERVING MULTIPLE AREAS)

NORTH (A) _____ %

NORTH (B) _____ %

SOUTH _____ %

CENTRAL _____ %

EAST _____ %

COUNTYWIDE _____ %

Please note:

*Cost per meal: If agencies are collaborating, the total of the collaborating agencies per meal cost proposed to AAA should add up to the AAA published per meal rate for the region.

(i.e. AAA published per meal rate is \$5.75 for Congregate meals. Partner A submitted their bid proposing \$4.50 per meal. Partner B submitted a separate bid proposing \$1.25 per meal. The total per meal cost for Partner A + Partner B = \$5.75.)

SERVICE CATEGORY	Service Region I.E. North	Estimated Number of Meals	* Cost per meal	Service Category I.E Production	<u>Dollar Amount Requested:</u> # Meals X Cost per meal
			\$		\$
			\$		\$
Total Requested					\$

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Mission, Experience and Community Involvement, Program Delivery, Administrative & Fiscal Qualifications, etc.).

BID RESPONSE NARRATIVE: Please respond to the following questions:

**MISSION, EXPERIENCE AND COMMUNITY INVOLVEMENT:
(Maximum two (2) pages; minimum 12 pt. font)**

1. Describe your organization’s history, purpose and mission statement. (5 Points)
2. Discuss the needs of older adults in Alameda County, including demographic and geographic data that are relevant to the program for which you are applying. Describe the religious, cultural, income and language considerations affecting the potential population. (5 Points)
3. Describe your organization’s efforts to coordinate with local and regional community services to integrate the service delivery system. Provide specific examples of how these efforts have led to increased opportunities for older adults to live more independently. (5 Points)
4. Describe your organization’s experience in providing community-based nutrition services to older adults. Discuss the number of individuals served by type of service. (5 Points)
5. Will your agency recruit, train, supervise and recognize volunteers in providing the proposed service? If so, how will this be accomplished? (5 Points)

**PROGRAM DELIVERY:
(Maximum six (6) pages; minimum 12 pt. font)**

1. Using the format below, please describe in detail the service categories and units that you will provide. Please provide a narrative description of how you will provide the services. (5 Points)

Service Category	Service Units	Measurements	Type of Service
(e.g. Congregate Nutrition)	Congregate Meals)	(e.g. 1 Meal Served)	(e.g. Meal Production, Program Administration, Complete Service)

2. The Older Americans Act requires that services be targeted to low income, functionally impaired and minority individuals. Please tell us the number of unduplicated adults that you propose to serve in each geographic region of the county for which you are proposing services, and the percentage of clients that you will serve in each targeting category. Please use the format below to note your responses: (3 Points)

Total # Seniors Served	
75+	%
Low-Income	%
Functionally Impaired	%
Minority	%

3. Discuss the outreach/public information methods your organization intends to employ to generate participation in the program, including outreach to targeted populations. In narrative form, please describe your approach to deploying the most cost effective program. (3 Points)
4. If you are applying for congregate meals, describe the process you will use to enroll a new client onto the program. If you are applying for home delivered meals, outline your process for ensuring compliance with the initial, written, and quarterly reassessment requirements stated in the Title 22 regulations. If you will not be enrolling clients, describe how your agency will manage meal counts. (3 Points)
5. Federal regulations mandate that persons receiving services be given the opportunity to freely contribute to the cost of service. At the same time, these participants must not be subjected to any kind of test to determine their ability to contribute. Please describe your plan to provide participants with a voluntary opportunity to contribute, including how privacy is ensured, what procedures are used to account for and safeguard funds. If you will not be providing a donation opportunity for clients, describe how your agency will support maximizing income for the administrative agency. (3 Points)
6. Describe the quality assurance procedures your agency will use to evaluate the services you propose to provide. Include any procedures you have developed to track measurable outcomes. How will you ensure that meal recipients and community members are involved in the planning and evaluation of your services? (3 Points)
7. Describe your contingency plans in the event the full amount of funding you are requesting is not received. (2 Points)
8. Attach a sample menu for one month. (3 Points)
9. Describe in narrative form the role and your expectations of the program Registered Dietitian(RD/RDN). Discuss % FTE, menu development and analysis, in-service training, and nutrition education. (5 Points)

10. Will the seniors served by your agency receive ethnic, therapeutic, or alternative meals? Discuss. (4 Points)
11. If you will not be preparing meals, describe how your agency will ensure that meals prepared at the kitchen comply with safety and sanitation standards and menu standards. (4 Points)
12. If your agency is proposing to provide services through a collaborative agreement, you will be responsible for securing the MOU's and/or performance and financial agreements with the other collaborating agencies. Please provide the name(s) of the collaborating agencies and explain the role that each will fulfill to provide the full scope of Nutrition Services. If your agency is submitting a proposal without an established partner, please describe in detail action steps and timetable for the transition that will minimize any disruption in service to seniors. If your agency will provide complete services, discuss current and future partnerships that will enhance services to your clients. (2 Points)

**ADMINISTRATIVE & FISCAL QUALIFICATIONS:
(Maximum four (4) pages; minimum 12 pt. font)**

1. Using the following format, please provide your agency's staffing plan, percentage of time allocated to this program and language capacity. Please note that staffing plans must match personnel costs on budget. (5 points)

Staff Summary Form			
Job Title/Position	Total Agency % FTE	% FTE for this program	If Bi-lingual, What Language

2. Using the following format, please provide a three-year history of total income vs. Total expense for your agency. In narrative form, please explain any large fluctuations in income or expense. Please provide an explanation for any deficit. (2 points)

	2014-2015	2015-2016	2016-2017
Revenue			
Expense			
Over/Under			

3. Using the instructions and template provided in Exhibit C, please submit a Line-Item Budget for this program. In narrative form, please describe your approach to deploying the most cost effective program. (5 points)

4. Describe the organization's current accounting system, including the following: areas and frequency of accounting for receivables and payables, payroll processing, financial statement preparation and internal/external auditing. (3 points)
5. Discuss your plan for securing the required 10% non-federal match. What are your short and long-term funding needs and goals for ongoing support of the proposed project? Please indicate if you have a current strategic plan that addresses these issues. (5 points)
6. Describe special attributes of your current or proposed board of directors that would: 1) augment your capabilities to outreach and serve your specific targeted group; 2) contribute knowledge/expertise with services you will provide; 3) provide guidance in quality assurance measurements; and 4) accept responsibility in developing and implementing strategic plans with both short and long-term needs and goals, especially financial stability. (2 points)
7. Describe your organization's physical facilities and equipment that will enable adequate provision of services. Discuss the following: (5 Points)
 - Kitchen address
 - Total square footage
 - Storage capacity
 - Number of refrigerators and freezers to be allocated to the program
 - Maximum meal production capacity and schedule
 - Discussion of other programs using the kitchen.
8. Please describe the organization's capacity to provide reporting and client data and service unit delivery. Discuss your experience with SAMS reporting. (5 Points)
9. Please describe your organization's current plan for providing services to seniors in the case of a catastrophic event (earthquake, fire, etc.). (3 points)

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. NS-2018 Nutrition Services

Bidder Name: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Vendor takes exception to...</i>

Print additional pages as necessary

EXHIBIT B

RFP No. NS-2018 Nutrition Services

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:

***** SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

EXHIBIT B
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PROFESSIONAL LIABILITY, PERSONAL AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Alameda County Social Services/Contracts Office, 1111 Jackson Street, 1st Floor, Oakland, CA 94607 Attn: Insurance Unit - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

EXHIBIT C

RFP No. NS-2018 Nutrition Services

RFP BUDGET INSTRUCTIONS AND TEMPLATE

Applicants must complete a detailed Line Item Budget using the format provided in Exhibit C that includes **ALL** projected revenues and operating costs for the proposed program or project.

OAA programs are required to provide a minimum 10% match, through cash and/or in-kind, of the total budget. Client Donations cannot be used to satisfy the minimum match requirement.

BUDGET COMPLETION INSTRUCTIONS

General:

1. The budget is a spending plan. Be realistic in estimating revenues. When possible, use past spending experience to help estimate budget needs.
2. Typed or computer facsimiles (exact copies of the budget format) are acceptable.
3. Round all figures to the nearest dollar.
4. Audit costs are not AAA reimbursable for programs expending less than \$750,000 federal funds.

Budget:

1. ENTER DATA IN COLUMN (1) AND COLUMN (3) ONLY.
2. Total Project Budget (Column 1): Enter the Total Project Budget amount for each line item.
3. Total Agency Budget (Column 3): Enter the Total Agency Budget amount for each line item.
4. Totals and Percentages (Columns 2 and 4) will automatically calculate.

RFP BUDGET TEMPLATE

Official Name of Bidder:

Service Category:

	Total Project Budget (1)	% to Total Income (2)	Total Agency Budget (3)	% to Total Income (4)
REVENUE/INCOME SOURCES:				
AAA Funding Requested	100-	0.0%	0 -	0.0%
Client Contributions	-	0.0%	-	0.0%
In-Kind Support	-	0.0%	-	0.0%
Other Income:	-	0.0%	-	0.0%
	-	0.0%	-	0.0%
	-	0.0%	-	0.0%
Total Income	-	0.0%	-	0.0%
EXPENSES:				
Salaries and Employee Benefits	-	0.0%	-	0.0%
Services and Supplies	-	0.0%	-	0.0%
Capital Equipment (Any item over \$500)	-	0.0%	-	0.0%
	-	0.0%	-	0.0%
	-	0.0%	-	0.0%
Total Expenses	-	0.0%	-	0.0%
Excess of Revenue Over Expenses	-	0.0%	-	0.0%

EXHIBIT D

RFP No. NS-2018 Nutrition Services

DATA REPORTING REQUIREMENTS

MANAGEMENT INFORMATION SYSTEMS (MIS) AND OTHER REPORTING REQUIREMENTS

The OAA calls for annual performance reporting by the Administration on Aging (AoA). In the 1992 reauthorization of the OAA, the AoA was directed by Congress to develop refined reporting procedures for use by Area Agencies on Aging. AoA undertook the development of the National Aging Program Information System (NAPIS).

NAPIS requires that data from Management Information Systems (MIS) is collected by the AAA and must be submitted by the contractor on a monthly basis. All contractors are required to submit a monthly report of client and service unit activity, in a format prescribed by the AAA, by the 7th working day following the month of service.

Registered Service Category: Registered Services require Client Level Reporting. Programs delivering Registered Services are required to enter MIS and Client Demographic data into the Social Assistance Management System (SAMS) database by the 7th working day following the month of service. Programs delivering Registered Services are also required to pay an annual license fee to access SAMS.

Each program is required to maintain documentation for all program and client information submitted to the AAA and to have this documentation available for review during the annual onsite monitoring visit. Programs are expected to make every effort to submit MIS and Client data in a manner that conforms to the format required by the Area Agency on Aging.

All contractors shall maintain accountability of all statistical and financial data in order to document and assure the accuracy of the data presented in the required program and financial reports.

All contractors shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

EXHIBIT E

RFP No. NS-2018 Nutrition Services

EMERGENCY PREPAREDNESS

The Emergency Preparedness Responsibility of Area Agency on Aging

It is the responsibility of all Area Agency on Aging contractors to prepare a written Emergency Operations Plan that can be activated in an emergency. The plan shall include assurances that the following preparations have been made.

A. FACILITY PREPARATION

1. Prepare all furniture, appliances and other free standing objects so that they are adequately secured.
2. Move heavy items to lower shelves in closets and cabinets.
3. Check cabinet doors to be sure they can be closed securely.
4. Remove or isolate flammable materials.
5. Clearly mark gas and water shut-off valves and post legible instructions on how to shut off each one.
6. Maintain a conveniently located set of tools (including pipe and crescent wrenches) to facilitate prompt shut-off.
7. Place evacuation plan for facility in a position readily accessible to the public.
8. Indicate the location at each site where the following items, in working condition, can be found.
 - a. Portable radio and spare parts
 - b. First Aid supplies
 - c. Flashlights and spare batteries`
 - d. Wrenches and other tools
 - e. Fire extinguishers

B. ASSIGNMENTS

1. Specific assignments should be given to staff for which they are responsible during an emergency. Recommended assignments would be provisions to check on program participants after a disaster, if feasible, and a contingency plan to continue program services.
2. Conduct an inventory of staff skills and of equipment to be used in a disaster response.

C. TRAINING PROVISIONS

1. Training for all staff, volunteers and participants in the agency's Emergency Operations Plan.
2. Provisions to train staff and volunteers in First Aid and CPR.
3. Training for Earthquake Preparedness shall include:
 - a. Two documented earthquake drills per year
 - b. Procedures to assemble staff if no phones are working
 - c. Probability that no transportation, utilities (including telephone) or emergency services will be available for an undetermined time after a major quake
 - d. The importance of cooperating with public officials
 - e. How to inspect facilities for damage, water and gas leaks
 - f. How to check for injuries
 - g. Warning of the danger of cooking inside buildings
 - h. The probability of after shocks
 - i. Tuning in to a portable radio

D. FIRE SAFETY PROVISIONS

1. Fire extinguishers on site that are checked and tagged once a year
2. Two documented fire drills per year for clients and staff
3. Paths of travel free from obstruction
4. Exists clearly marked

E. OTHER RECOMMENDATIONS

1. It is recommended that agencies store sufficient water for participants and staff likely to be detained at the site for up to 72 hours, or have plans to access water for 72 hours as needed.
2. It is recommended that agencies maintain a supply of nutritious snacks and/or other food in vermin-proof storage to support participants and staff likely to be detained for up to 72 hours.
3. It is recommended that agencies make provisions to check on program participants after a disaster.

EXHIBIT F

MINIMUM MENU REQUIREMENTS AND NUTRITION STANDARDS

Minimum Menu Requirements and Nutrition Standards

The following standards and specifications are in addition to those required in Title 22 California Code of Regulations, Division 1.8, California Department of Aging and Program Memo-07-13 on the CDA website:

http://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/ (Alameda County uses the Component Meal Pattern.) For more information please check the Alameda County Area Agency on Aging Nutrition Policies and Procedures.

MINIMUM MENU REQUIREMENTS

The menu is the focal point from which many functions and activities in a food service operation begin. Menu planning must consider basic food characteristics and food combinations. Since the population we serve is relatively static, variety in menus and food preparation is particularly important. Menus should offer meals that retain optimum nutritional content while providing maximum flavor and appearance. Creative menus and food presentations are critical in order to provide variety and interest for the diner within the budget constraints of the program.

All minimum requirements for facilities, food, and menus set forth in *Title 22 California Code of Regulations, Division 1.8, California Department of Aging* and the *California Retail Food Code (CRFC)* must be followed. Current minimum food purchase specifications are attached to this directive.

GENERAL PROVISIONS

- Food must be attractive, palatable, and appealing to seniors.
- Only commercially prepared foods may be used (see Nutrition Policies and Procedures manual, Part 24, for exceptions).

FOOD SPECIFICATIONS

1. Dairy Products:

- Milk must be fortified with both Vitamins A and D
- Milk must be 1% fat or nonfat
- Milk must be served in 1/2 pint containers unless otherwise approved
- Cheese must not be processed, and must be USDA Grade A
- Cottage cheese and yogurt must be commercially packed

2. Bread or Alternate:

- Must be enriched
- Wheat must be whole wheat

3. Vegetables:

- Fresh should be used whenever possible
- Frozen must be USDA Grade A for all graded vegetables
- Canned must be only Grade A (fancy)
- Only the following canned vegetables may be used: yams, corn, beans, tomatoes, and soup

4. Fruits and Juices:

- Juices must be in commercially packed single service containers
- Juices must be full strength juice unless otherwise approved, not punch or a drink
- Fresh fruit should be used whenever possible; Grade USDA fancy or Grade 1 are acceptable
- Canned fruit must be packed in its own juice
- Canned fruits must be USDA Grade A (fancy), Grade B or Grade C acceptable for pie or cobbler only

5. Condiments and Grocery Items:

- Must be served in single service packages
- Sauces and gravies must be low sodium whenever possible

6. Eggs:

- Must be fresh, Grade A or AA

7. Meats/Alternatives:

- Meat alternatives may be used no more than once a week
- All meat must bear a USDA Choice or Prime seal of acceptance
- Poultry products must be Grade A
- Ground beef must be less than 18% fat
- Pork products must be Grade No. 1
- Ham must be low salt
- Fresh or frozen seafood must be used, Grade B or better, packed under continuous inspection by the Department of the Interior; prepared products with breading must have a maximum of 1 oz. of breading in addition to the required 3 oz. of meat cooked

8. Fats:

- No food containing artificial trans fat even in yeast dough or cake batter may be used/stored/distributed by a food facility.
- Violations of this section under the *California Retail Food Code* are punishable by a fine Between \$25 and \$1,000.

The basic pattern of a normal diet should be followed. Individual problems of the senior population, such as difficulty in chewing, special diet considerations, and limited mobility must be considered. Fixed habits and food preferences developed through many years may influence, but should not determine entirely, the meals planned for them. The menu planner must be aware of the problems peculiar to the local clientele.

Menu planning must consider basic food characteristics and food combinations, including consideration of color/texture, consistency, shape, and flavor combinations. Since the populations served are relatively static, variety in menus and food preparation is particularly important. Menus must retain optimum nutritional content while providing maximum flavor and appearance.

- A. Each meal served will contain at least one-third of the current DRI as established by the Food and Nutrition Board, National Research Council-National Academy of Sciences. Fractions of meals or snacks may not be counted even when such snacks cumulatively equal one third RDA.

- B. Conformity to the above requirement will be assured by submitting to the AAA either detailed nutritional analysis along with the menus or by submitting menus planned using the following criteria;
 1. All menus will comply with the specifications set forth in *Title 22 Code of Regulations §7638.5*.
 2. Menus will comply with *CDA Program Memo 12-17*
 3. All programs will comply with all specifications set forth in the RFP.
 4. All programs will comply with *PSA 9 Nutrition Programs Policy, Minimum Menu Requirements*.
 5. Soup will be offered a minimum of once per week.
 6. Menus will be posted weekly in a spot conspicuous to participants at each congregate meal site, as well as in the preparation area.
 7. All meals on wheels clients will receive a menu before the start of each month.
 8. Menus will be legible, easy-to-read and in the language of the participant group.
 9. Salt will not be used in the kitchen. Herbs and spices should be used to provide flavor.
 10. The local program dietitian must approve all menu substitutions beforehand. A list of fruit and vegetables containing minimum allowable amounts of Vitamins A and C may be used after development from the local dietitian and approval from the AAA.

No Added Salt and Carbohydrate Controlled Diets should be able to be accommodated by the above menu guidelines. Participants may request that fruit be substituted for a sweet

dessert or that the dessert not be sent; however, additional accommodations by programs are not required. All high sodium meals (> 1000 mg NA) must be noted on the menu and the recipient may request an alternative choice, either a frozen meal or two meals on the day before.

Renal Diets are considered therapeutic, and will require approval from the health care provider/physician if they are offered by the local program.

Mechanical Soft diets should be offered in consultation with the clients' local health care provider.

EXHIBIT G

HOME DELIVERED MEALS

ASSESSMENT CRITERIA AND PRIORITY RANKING

ALAMEDA COUNTY (PSA 9)

Title 22, Division 1.8, California Department of Aging, § 7638.36 (c) states:

Requirements for Home Delivered Nutrition Services

Establish a waiting list for home-delivered meals whenever the home-delivered meal providers are unable to provide meals to all eligible individuals. The decision to place eligible recipients of a home delivered meal on a waiting list, and their position on such a list, shall be based on greatest need and/or in accordance with policy established by the home-delivered meal provider, in consultation with the AAA.

- All funded meal Contractors must establish and keep a written waiting list, including name, address, and priority ranking, for all eligible potential meal clients who are not able to be provided immediate service.
- At a minimum, potential clients must be contacted quarterly for a potential change in status and to keep the waiting list current and relevant.
- All clients put on a waiting list will be given alternative food option, using the AAA Food and Nutrition Resources and other local as resources.

Clients must meet criteria within a priority to qualify at that level of need. All clients must be homebound (unable to leave their home without assistance) to be eligible.

If a client is physically unable to receive meals at the front door and does not have caretaking support, the meals on wheels program should refer the client to IHSS, a skilled nursing, or other supportive care.

Priority A Urgent Need--must have at least two risk factors

- lives alone, with no home care
- recently discharged from hospital (within last two weeks)
- confined to bed
- no access to meals (including no one to prepare food at home)
- low income (SSI or lower) with additional risk factors
- impaired in at least two of the following three Activities of Daily Living (ADL): transfer, eating, or walking

- impaired in at least two of three of the following Instrumental Activities of Daily Living (IADL): prepare meals, mobility indoors, shopping for personal items
- home in severe state of disrepair
- dementia / mental illness/ depression
- APS referral

Priority B Significant Need--must have two or more risk factors

- undependable help from a caregiver
- limited help from homemaker or family members (number of hours, extent of food preparation)
- physical/ emotional/mental illness with impaired ADLs or IADLs
- home is inadequately maintained
- unable to shop for food and/or prepare meals

Priority C Qualifying Need

- not consistently able to obtain adequate meals
- inadequate cooking facilities and food storage (i.e. non-functioning stove, no refrigeration)
- meal delivery to same address (i.e. high priority spouse receiving meals)
- frail and/or advanced age
- unable to shop for food and/or prepare meals

Updated 8.17

EXHIBIT H

CALIFORNIA RETAIL FOOD CODE

Excerpt from
CALIFORNIA HEALTH AND SAFETY CODE
PART 7. CALIFORNIA RETAIL FOOD CODE
Effective January 1, 2017

Please reference the following website:

<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/CaliforniaRetailFoodCode.pdf>

CALIFORNIA TITLE 22 DIVISION 1.8 CALIFORNIA
DEPARTMENT ON AGING

Please reference the following website:

https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulation/

and

ALAMEDA COUNTY AREA AGENCY ON AGING
NUTRITION POLICY AND PROCEDURES MANUAL

Please reference the following website:

https://www.aging.ca.gov/Docs/AAA/Nutrition/Nutrition_Program_Resources/Policies_and_Procedures/PSA_09_policies_and_procedures.pdf