Request for Proposals (RFP)

Conejo Valley Senior Concerns

Senior Nutrition Program (Older Americans Act – Title IIIC Funds)

Conejo Valley Senior Concerns 401 Hodencamp Rd. Thousand Oaks, CA 91320 805-497-0189 www.seniorconcerns.org



TABLE OF CONTENTS

I.	INTRODUCTION	1
	A. Purpose	1
	B. MINIMUM REQUIREMENTS	1
	Eligible Applicants	
	C. RFP Correspondence and Contact Information	
	D. NOTICE OF INTENT DEADLINE	
	E. OPTIONAL GRANT WORKSHOP – QUESTION & ANSWER PERIOD	
	F. Proposal Submission Deadline	2
II.	PROJECT TIMELINE	3
III.	APPLICATION CONDITIONS	3
	A. REQUIRED FORMAT OF GRANT PROPOSAL	3
	B. APPLICATION SUBMISSION	
	C. CONTINGENCIES	4
	D. Incurred Costs	
	E. INACCURACIES OR MISREPRESENTATIONS	
	F. APPLICATION PACKET CONFIDENTIALITY	
	G. NEGOTIATIONS	5
IV.	DESCRIPTION OF GRANT	6
=	A. Definitions	
	B. BACKGROUND	88
	C. PROGRAM DESCRIPTION	8
	Definition	8
	Goals	
	Objectives	
	Target Population	
	D. SERVICE REGIONS	
	E. SERVICE COMPONENTS	
	(a) Food & Non-Food Procurement and Local Food Storage & Delivery	
	(b) Congregate Meal Services(c) Home-Delivered Meal Services	
	F. PROGRAM OUTCOMES – SERVICE PROPOSAL	
	Average of Actual Meals Served – FY2016-19	
	Fiscal Year 2020-21 Service Proposal	
.,	·	
V.	MENU PLANNING GUIDELINES/MENU REQUIREMENTS	
	B. NUTRITION REQUIREMENTS OF ALL MEALS	
	C. NUTRITION SERVICES INCENTIVE PROGRAM (NSIP)	
VI.	MEAL SITE PROJECT PERSONNEL CAPACITY	
	A. Experience	
	B. STAFF QUALIFICATIONS	
	C. TRAINING REQUIREMENTS FOR STAFF AND VOLUNTEERS	15

Request for Proposals (RFP) Senior Nutrition Program

VII.	FUNDING	16
	A. TOTAL PROJECT FUNDING FOR FY2016-17 MEAL SERVICE	16
	B. RESTRICTIONS AND SERVICE CAPS	17
	C. GRANT MATCH REQUIREMENT	17
	D. PARTICIPANT CONTRIBUTIONS AND FEES FOR COST OF MEALS	17
VIII.	PROCUREMENT POLICIES	17
IX.	GRANT ADMINISTRATION AND REPORTING REQUIREMENTS	18
	A. GRANT ADMINISTRATION	
	B. REPORTING REQUIREMENTS FOR MEAL SERVICE CONTRACTORS	18
	Monthly Reporting	18
	Annual and Other Periodic Reporting	
Χ.	SUPPORTIVE SERVICES COOPERATION AND COORDINATION	19
	A. EMERGENCY MEALS	
	B. OUTREACH AND TARGET POPULATIONS	19
	Greatest Social Need	_
	Greatest Economic Need	
	Whom We Serve (FY 2018-19 Summary)	20
XI.	CONTRACT REQUIREMENTS	21
	A. GENERAL REQUIREMENTS	21
	B. Insurance Requirements	26
XII.	PROPOSAL EVALUATION AND SELECTION PROCESS	26
	A. EVALUATION PROCESS	26
	B. EVALUATION CRITERIA	27
	C. CONTRACT AWARD	27
	D. PROTESTS AND APPEALS	28
	F FINAL AUTHORITY	28

ATTACHMENTS

ATTACHMENT A – Application Form

I. INTRODUCTION

A. Purpose

Conejo Valley Senior Concerns is seeking proposals from interested and qualified organizations to provide services for the County of Ventura Senior Nutrition Program FY 2025-2029 contract cycle. Nutrition services means the procurement, preparation, transport, and service of meals delivered to older adults' homes. Senior Nutrition Services for Conejo Valley Senior Concerns are provided in conjunction with the Ventura County Area Agency on Aging (VCAAA) and also includes outreach, client assessments, monthly program reporting and fiscal administration. The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education and related supportive services to persons aged 60 years and older. Funding for these services is provided through the Older Americans Act, Title IIIC, and is limited.

Conejo Valley Senior Concerns and the Senior Nutrition Program does not own or operate or provide local commercial kitchens. Contractor services will be provided under a cost reimbursement contract beginning July 1, 2025, ending June 30, 2026. Conejo Valley Senior Concerns may, but is not obligated to, extend contract(s) for up to three additional one-year periods contingent on the availability of funds and Contractor performance. This RFP is set up to attract and accommodate a variety of applicants. It is important to note that the Conejo Valley Senior Concerns will consider all applications and ultimately make decisions based on what is most beneficial for the community.

B. Minimum Requirements

Eligible Applicants

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

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

- 1. Submit a complete application by April 18, 2025
- 2. Have no current or past record of unsatisfactory performance.
- 3. Have the ability to maintain adequate files and records.
- Have the administrative and fiscal capability to provide and manage the proposed services, including compliance with all applicable laws and maintaining an adequate audit trail.

C. RFP Correspondence and Contact Information

All correspondence must be submitted to:

Conejo Valley Senior Concerns

401 Hodencamp Rd.

Thousand Oaks, CA 91320

Contact: Julie Harvey, Director of Development Phone: 805-477-7311

Fax: 805-477-7312

Request for Proposals (RFP) Senior Nutrition Program

E-Mail: grants@seniorconcerns.org

The grant application and request for proposal (RFP) are available on the Conejo Valley Senior Concerns website https://www.seniorconcerns.org/request-for-proposals/ by hard copy or via e-mail. The RFP is not available by fax.

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D. Optional Grant Workshop - Question & Answer Period

An optional Grant Workshop/Bidders' Conference will be held *Tuesday, March 25, 2025, at 11:00 a.m.* Attendance is optional for contractors interested in applying for the grant. The workshop will be held over Zoom. At the workshop, general information about the grant requirements will be provided to applicants and questions about completing the application will be addressed. Written questions may be submitted up to 24 hours before the meeting to the Conejo Valley Senior Concerns via email to: grants@seniorconcerns.org. These questions will be addressed at the workshop.

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

E. Proposal Submission Deadline

All Proposal Packets must be received at the address listed in <u>Section I-C</u> no later than 4:00 p.m. on Friday, April 18, 2025.

Proposals may be emailed, mailed, or hand-delivered.

II. PROJECT TIMELINE

PROPOSAL TIMELINE		
RFP Available	March 17, 2025	
Optional Grant Workshop/Bidders' Conference	March 25, 2025	
Proposal Applications Due	April 18, 2025 by 4:00 p.m.	
Award/Denial Letters Issued	May 14, 2025	
Deadline for Appeals	May 28, 2025	
Contract Mailing (Tentative)	June 4, 2025	
Start Date of Contract	July 1, 2025	

III. APPLICATION CONDITIONS

A. Required Format of Grant Proposal

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

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

B. Application Submission

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

- 1. This RFP is a solicitation for proposals and is not to be construed as an offer, a guarantee, or promise of a contract with Conejo Valley Senior Concerns. Conejo Valley Senior Concerns retains full discretion to change, amend, retract, and/or abandon the RFP at any time, for any reason, without liability to applicant for any damages including, but not limited to, bid preparation costs.
- 2. Contract awards will be made to the Contractor(s) whose proposal(s) is the most advantageous to the community and to Conejo Valley Senior Concerns; however, Conejo Valley Senior Concerns reserves the right, at any time, and at its sole discretion and without penalty, to reject any and all proposals and to issue no contract(s) as a result of the RFP. Conejo Valley Senior Concerns will notify all applicants, in writing, as to the status of all proposals.

- 3. Responses to this RFP should be the Contractor's best offer and should be based upon the assumption that the resulting contract will not include Conejo Valley Senior Concerns furnished operating supplies, personnel, equipment, facilities, or delivery costs not defined in the Introduction. Contractors should assume that the cost of providing all of these items is to be included in their proposed budget.
- 4. Depending on the number and quality of responsive applications received, Conejo Valley Senior Concerns reserves the right to distinguish between services provided by "vendors" and those provided by "sub-recipients (grantees)." Conejo Valley Senior Concerns will establish vendor contracts where doing so will result in the best possible outcomes for all communities served.
- 5. Funding for this program is based upon and contingent upon federal funds passed through the CDA (Title III Funds from the Older Americans Act and funds received from the State of California). This RFP does not commit Conejo Valley Senior Concerns to award a contract. Conejo Valley Senior Concerns will award contracts based on the proposals that best meet the needs of the older adults in Thousand Oaks and Newbury Park.
- 6. Program standards will be met as required unless a request is submitted in advance for a waiver to a specific requirement. The request must include rationale for seeking the waiver and must be approved by Conejo Valley Senior Concerns.

C. Contingencies

Conejo Valley Senior Concerns reserves the right to do the following:

- 1. Revise or withdraw any or all of the portions of this RFP at any time during this process, or during the actual contract period;
- 2. Issue an addendum or amendments to this RFP and to terminate this procurement process at any time;
- 3. Reject any and all proposals, or any part of any proposal, to postpone the proposal deadline date, to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal and that would not affect an agency's ability to perform the work adequately as specified;
- 4. Disqualify any proposal from consideration if it is considered nonresponsive to this RFP. Proposals that are incomplete or that do not supply the requested information or attachments may be evaluated as nonresponsive and eliminated from competition; however, Conejo Valley Senior Concerns reserves the right to waive minor or immaterial irregularities.
- 5. Make a determination of capability without further discussion of the proposal submitted. The application should reflect what the Applicant is capable of providing. Modification of the proposal will be accepted only if requested by Conejo Valley Senior Concerns.
- 6. Reject or negotiate the proposed costs (where applicable).
- 7. Introduce additional terms or conditions at the time a final contract is negotiated. Any additional terms or conditions would be limited to having the effect of clarifying the RFP language and/or correcting defects (such as omissions of statements or requirements) that may not have been incorporated in the RFP and that are

discovered subsequent to its issue. This may include a revised grant award and contracted meal amounts.

8. Any attempt to influence members of the evaluation panel, Conejo Valley Senior Concerns staff or otherwise affect the outcome of the contract award shall be grounds for disqualification.

D. Incurred Costs

The applicant is responsible for all costs incurred in the preparation of the proposal for this RFP, including grant writing, travel expenses to attend workshops, printing and mailing costs. These costs are not subject to reimbursement by Conejo Valley Senior Concerns.

Conejo Valley Senior Concerns will not reimburse a Contractor for any costs resulting from the transition of the program from one contractor to another, or from one contract year to the next. Contractors are expected to assume all of the cost of transition. Transition efforts must ensure services are in place on July 1, 2025.

E. Inaccuracies or Misrepresentations

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

If in the course of the RFP process or in the administration of a resulting contract, Conejo Valley Senior Concerns determines that the Applicant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided, the Applicant may be terminated from the RFP process, or in the event a contract has been awarded, the contract may be immediately terminated.

F. Application Packet Confidentiality

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

G. Negotiations

Conejo Valley Senior Concerns may require the Applicant to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

IV. DESCRIPTION OF GRANT

A. Definitions

- 1. AAA Area Agency on Aging In 1980, the State of California designated Ventura County as an Area Agency on Aging. As a result of this designation, VCAAA receives funding from the California Department of Aging to administer the programs authorized by the Older Americans Act.
- 2. ADL Activities of Daily Living
- 3. Agency/Applicant/Organization/Vendor Used interchangeably throughout the RFP to denote any company that is interested in providing Senior Nutrition Services.
- 4. CCR California Code of Regulations
- 5. CDA California Department of Aging
- 6. CDSS MPP California Department of Social Services Manual of Policies and Procedures
- 7. CFR Code of Federal Regulations
- 8. Congregate Meal Services (Title III C-1) Meals provided in a congregate setting for older individuals in an atmosphere that is pleasant and encourages socialization.
- 9. Contract Agreement between CVSC and Contractor, including the terms and conditions, scope of work, attachments, addendums, and amendments, if applicable.
- 10. Contractor/Provider/Grantee/Sub-Recipient Refers to an organization whose application results in a contract to provide Senior Nutrition Services.
- 11. CRFC California Retail Food Code
- 12. Dietary Reference Intake (DRI) Nutrient recommendations prepared by the U.S. Academy of Sciences Institute of Medicine.
- 13. Eligible Service Population Older Individuals (60 years of age or older), giving preference to those in greatest economic or social need with particular attention to low-income minority individuals.
- 14. Fee for Service A specified price determined per unit cost for the delivery of a specified number of units.
- 15. Hazard Analysis & Critical Control Points (HAACP) a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material productions, procurement and handling, to manufacturing, distribution and consumption of the finished product.
- 16. Human Services Agency (HSA)- Area Agency on Aging merged with HSA July 1, 2023.
- 17. Home-Delivered Meal Services (Title III C-2) Meals provided to older individuals who are homebound.
- 18. Older Americans Act (OAA) The overall purpose of this act is to provide comprehensive, coordinated, community-based systems of service to persons age 60 and older in order to enable them to maintain health, personal dignity, and independence (42 USCA §3001 et seq.).
- 19. Older Individual A person sixty (60) years of age or older.
- 20. OMB Office of Management and Budget (Federal)
- 21. Request for Applications (RFA) The document used to solicit a solution or solutions from potential Contractors to a specific problem or need. Although price is

- important, originality and effectiveness of the application, and the background and experience of the Applicant, are evaluated in addition to the proposed price.
- 22. Senior Nutrition Program (SNP) A program which provides nutrition services as authorized by the Older Americans Act of 1965, as amended, and which shall comply with the California Code of Regulations, 22 CA ADC ADC § 7630 et.seq.
- 23. Service Area Defines a geographic area to be served under this program
- 24. SOC 341 Form used to report a suspected incident of abuse of an elder or dependent adult required under Welfare and Institutions Codes Sections 15630 and 15686(a)(1).
- 25. State State of California
- 26. Subcontract To contract with a third party to perform all or part of the work included in this RFA and the resulting contract.
- 27. Title III Grant for State and Community Programs on Aging
- 28. USC United States Code
- 29. USDA United States Department of Agriculture
- 30. VCAAA Ventura County Area Agency on Aging
- 31. W & I Code California Welfare and Institutions Code

B. Background

The VCAAA receives funding from the Older Americans Act and the Older Californians Act to provide a multitude of programs for older adults, including nutrition services. In 1972, President Richard Nixon signed into law the Nutrition Program for the Elderly Act, establishing Senior Nutrition Programs as part of the Older Americans Act. This legislation created congregate and home-delivered nutrition programs. These programs provide nourishing meals, nutritional education and counseling, and companionship to people 60 years of age or older. Meals served must meet one-third of the Dietary Reference Intake (DRI) as stipulated by the United States Department of Agriculture (USDA).

C. Program Description

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

Definition

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

Goals

To maintain or improve the physical, psychological, and social well-being of older individuals¹ by providing or securing appropriate nutrition services in the Ventura County for the purposes outlined in the Older Americans Act, Part C, Section 330:

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

Objectives

- 1. Give preference to older individuals in greatest economic or social need with particular attention to low-income minority individuals.
- 2. Serve meals that provide one-third (1/3) of the Dietary Reference Intakes (DRI's) and are safe and of good quality.
- 3. Promote and maintain high food safety and sanitation standards.
- 4. Promote good health behaviors through nutrition education and nutrition screening of participants.
- 5. Promote or maintain coordination with other nutrition-related supportive services for older individuals.

Target Population

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

D. Service Regions

The service region applicable to this RFP includes Thousand and Newbury Park.

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

V. MENU PLANNING GUIDELINES/MENU REQUIREMENTS

A. Menus

Contractors shall make special efforts to meet particular dietary needs arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals. At a minimum, diabetic and low-sodium (or modified meals) must be available. All menus items must be reviewed and approved by either CVSC or VCAAA Registered Dietitians (RDs). There will be quarterly and yearly monitoring of the menus to be completed by either CVSC or VCAAA RDs.

B. Nutrition Requirements of All Meals

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

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

VI. CONTRACT REQUIREMENTS

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

A. General Requirements

In order to implement the Senior Nutrition Program, Conejo Valley Senior Concerns shall:

- 1. Confirm participant eligibility for services (not a requirement of vendors).
- 2. Have procedures for obtaining clients' evaluation of the services they receive.
- Have written policy and procedure in place for the confidential collection of donations that includes not tracking donations by Accounts Receivable (not a requirement of vendors).
- 4. Coordinate with other agencies to avoid duplication of effort.
- Not issue any news release pertaining to this grant award without the prior written approval.
- Demonstrate sufficient quality control procedures and ensure competent service and maintenance of professional standards.
- 7. Designate a point of contact for complaints from consumers.
- 8. Have an Emergency Operations Plan that is updated annually and can be activated in a declared emergency.
- 9. Applicants selected for funding will be required to execute a contract before commencement of the project. The grant application (proposal) and budget (vendors to provide price list(s) in lieu of a budget) are incorporated into the executed contract by reference. Conejo Valley Senior Concerns or VCAAA may attach contingencies to the contract, e.g., a revised budget, etc., and grantees will be notified accordingly. At any time, they may ask the applicant to revise any portion of the proposal and/or the budget. Contracts may be amended as needed during the contract year.
- 10. The initial contract period is July 1, 2025, through June 30, 2026, with the possibility of renewing up to three successive fiscal years (contingent upon satisfactory performance by the grantee and availability of funding). The process for renewing the contract for FY 2025-2026 will be issued separately and in a timely manner.
- 11. Conejo Valley Senior Concerns may require an Applicant to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.
- 12. For any contract awarded as a result of the RFP, no minimum or maximum number of transactions can be guaranteed.
- 13. Contractors **must be pre-approved by the VCAAA**. Signed letters of agreement to participate must accompany the proposal. Copies of the final signed subcontracts

- and agreements must be submitted to the VCAAA with the contract. Subcontract and agreements must have the approval of VCAAA before activation and the Contractor/Grantee must monitor the performance of the subcontractor.
- 14. Licenses and Permits: Contractor will ensure that its officers, employees, agents, volunteers, and subcontractors have all necessary licenses and permits required by the laws of the United States, the State of California, the County of Ventura and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify the immediately of loss or suspension of any such licenses and permits.
 - a. Compliance with Applicable Laws and Regulations: Applicants will be required to conform to all applicable provisions of the law and regulations. These shall include, but are not limited to the following:
 - 1) Older Americans Act of 1965, as amended;
 - 2) <u>Comprehensive Alcohol Abuse and Alcoholism Prevention,</u> Treatment and Rehabilitation Act of 1970;
 - 3) Mello-Granlund "Older Californians Act" of 1996;
 - 4) <u>California Code of Regulations</u>, Title 22 (Social Security), Division 1.8 (California Department of Aging), Chapter 4 (Title III Programs-Program and Service Provider Requirements), Article 6 (Title III C-Elderly Nutrition Program), §7630 through §7638.13 (pages 174.21 through 174.27) of Register 2002, No. 2; 1-11- 2002;
 - 5) California Retail Food Code (CRFC);
 - 6) <u>Dietary Reference Intakes (DRI)</u> and Dietary Guidelines of Older Americans Act Nutrition Programs as determined by the <u>United States Department of Agriculture (USDA)</u>;
 - Code of Federal Regulations (CFR), Title 45, Part 74 (Administration of Grants);
 - 8) OMB Circulars A-87, A-102, A-110, A-122, and A-133;
 - 9) <u>Section 15630, Welfare & Institutions Code Reporting Requirements</u> for Elder & Dependent Adult Abuse;
 - 10) Federal Civil Rights Act of 1964, 1968 and 1991;
 - 11) Rehabilitation Act of 1973; State law contained in W&I Code, Section 9542:
 - 12) California Fair Employment and Housing Act;
 - 13) Education Amendments of 1972;
 - 14) Federal, State and County and regulations applicable to Affirmative Action and Sexual Harassment;
- 15. Notification Regarding Performance: In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing, and by telephone to CVSC.

- 16. The organization(s) selected will be required to agree to the terms contained below. If the Applicant has any objections, these objections must be addressed in its proposal to CVSC or the objections will be deemed to have been waived.
 - a. In the performance of the Contract, Contractor, its agents and employees shall act in an independent capacity and not as officers, employees, or agents of County of Ventura or of Conejo Valley Senior Concerns.
 - b. Contractor will designate an individual to serve as the primary point of contact for the Contract.
 - c. Contractor shall notify the CVSC in writing of any change in mailing address within ten (10) business days of the address change.
 - d. Without the prior written consent of CVSC, the Contract is not assignable by Contractor either in whole or in part.
 - e. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
 - f. Contractor shall require its officers, agents, employees, volunteers and any subcontractor to comply with the provisions of Section 10850 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to ensure that:
 - (i) All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any provision of the W & I Code relating to any forms of public social services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
 - (ii) No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this Contract.
 - (iii) Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions and that any person knowingly and/or intentionally violating the statutory provisions is guilty of a misdemeanor.
- 17. Conflict of Interest: Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the CVSC. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
 - a. Officers, employees, and agents of cities, counties, districts, and other local

agencies are subject to applicable conflict of interest codes and state law. In the event that CVSC determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by CVSC and such conflict may constitute grounds for termination of the Contract.

- b. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
- Grievance Procedure: Contractor will ensure that staff is knowledgeable on the Conejo Valley Senior concerns Grievance Procedure. It can be found on the CVSC website at https://www.seniorconcerns.org/about-us/our-policies/
- 19. Confidentiality: Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- 20. Health and Safety: Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

B. Insurance Requirements

Conejo Valley Senior Concerns requires that all contractors (grantees) indemnify and defend Conejo Valley Senior Concerns for liability incurred as a result of actions associated with the proposed project, and carry insurance as required for the proposed contract. Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this agreement, adequate liability insurance to cover all activities of Grantee necessary to fulfill Grantee's obligations under this Agreement. It is understood and agreed that CVSC reserves the right to determine the type and extent of insurance that may be required. Prior to commencement of any contract, contractor shall provide CVSC proof of the following insurance:

- 1. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

VII. PROPOSAL EVALUATION AND SELECTION PROCESS

A. Evaluation Process

All proposals will be subject to an initial review by Conejo Valley Senior Concerns staff to

Request for Proposals (RFP) Senior Nutrition Program

determine if the proposal is complete, presented in the required format, and in compliance with all the requirements of the RFP. Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected because of an irregularity, defect or variation, if the irregularity, defect or variation is considered by Conejo Valley Senior Concerns to be immaterial or inconsequential. In such cases, the applicant will be notified of the deficiency and given an opportunity to correct the irregularity, defect or variation, or Conejo Valley Senior Concerns may elect to waive the deficiency and accept the proposal. Once reviewed by Conejo Valley Senior Concerns the proposals with recommendation will be provided to VCAAA for review.

B. Evaluation Criteria

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

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

C. Contract Award

Contract(s) will be awarded based on a competitive selection of Proposal Packets received. Notice of the awards will be issued on May 14, 2025.

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

D. Protests and Appeals

Grounds for protest are: that Conejo Valley Senior Concerns failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; that there has been a violation of conflict of interest as provided by <u>California Government Code Section 87100 et seq</u>; or violation of State or federal law. Protests will not be accepted on any other grounds. Protest letters must contain original signatures; letters sent by fax or e-mail will not be accepted. A written response will be directed to the protesting Applicant within fourteen calendar days of receipt of the protest letter, advising of the VCAAA decision and the basis for it.