

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.30

(ID # 13007)

MEETING DATE:

Tuesday, August 04, 2020

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS /
COMMUNITY ACTION PARTNERSHIP (HHPWS/CAP): Approve the Agreement
Between the Community Action Partnership of Riverside and 23ZIP Inc. dba
ZIPHomeChef to Provide Meal Delivery Services to Project Roomkey Clients; All
Districts; [\$869,967 - 100% Federal Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement, including exhibits, between the Community Action Partnership of Riverside County and 23ZIP Inc. doing business as ZIPHomeChef (Agreement) to provide weekly Meal Delivery services for Project Roomkey clients, for a total amount of \$869,967 for a contract term of six (6) months with an option to extend for the remainder of FY 20/21 dependent on additional Federal funding;
2. Authorize the Director of the Housing, Homelessness Prevention and Workforce Solutions, or designee, to execute the attached Agreement; and
3. Authorize the Director of the Housing, Homelessness Prevention and Workforce Solutions, or designee, to take all necessary steps to implement the Agreement, including, but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval by County Counsel; and (b) negotiating, signing and implementing any amendments to the Agreement, including, but not limited to, subcontracts with any service providers selected by HHPWS/CAP and amendments that result in an increase in the award of funds to HHPWS/CAP, subject to approval by County Counsel.

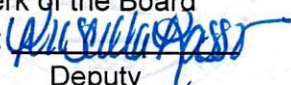
ACTION:


Heidi Marshall, Director 8/20/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 4, 2020
xc: HHPWS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$869,967	\$0	\$869,967	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal Funds 100%			Budget Adjustment:	No
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The California Department of Social Services sponsors a program entitled Project Roomkey. This program provides localities with financial resources for meeting the housing needs of low-income individuals and their families by providing vouchers for hotel/motel rooms and other temporary shelters.

The Community Action Partnership of Riverside County (CAP Riverside) has been tasked with providing meals to these clients using Federal CARES Act funding. Originally, CAP Riverside was providing this meal delivery service in-house with County employees. As the County transitions to a re-opening phase, a private contractor for meal delivery service to these individuals and families is needed to allow CAP Riverside staff to return to their regular duties. 23ZIP Inc. doing business as ZIPHomeChef was selected to handle this service. ZIPHomeChef had recently been selected by Los Angeles County for their Great Plates Delivered program, which connects seniors and other adults at high risk to meal delivery services.

The agreement for Meal Delivery Services between CAP Riverside and ZIPHomeChef is memorialized in the proposed Agreement (Agreement), attached hereto, which sets forth the terms for providing a weekly meal delivery service through December 31st, 2020. CAP Riverside has the option to extend this contract should funding be available.

Staff recommends that the Board of Supervisors approve the attached Agreement. The attached Agreement has been approved as to form by County Counsel.

Impact on Residents and Businesses

This program will have a positive impact on all residents by providing low-income residents of Riverside County affected by homelessness, with two days of nutritional meals delivered three times each week, via this service.

Additional Fiscal Information

No budget adjustment is needed as the program is federally funded through the CARES Act.

Contract History and Price Reasonableness

CAP Riverside staff were handling meal preparation, purchasing, and distribution throughout the County to qualified residents during the COVID 19 shutdown. However, with the recent

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STATE OF CALIFORNIA**


reopening of County of Riverside buildings, CAP Riverside staff can no longer meet this need. After a search of meal delivery service providers, the only custom delivery option with a three times weekly delivery schedule available was from ZIPHomeChef. All other providers send a week's worth of frozen meals by US mail to a fixed address. As CAP Riverside clients are in temporary shelters and/or motels, frequently changing address, and without any resources to keep a week's worth of frozen meals from spoiling, this is not a viable option.

The cost of a complete boxed meal is \$6.65 each.

The cost for delivery service to all sites is \$8,877 per week. (Consists of three (3) refrigerated trucks, fuel, driver and assistant, dispatcher and geocoding.)

Attachments:

- Meal Delivery Service Agreement
- Sole Source Justification Letter



Marcus Maltese

7/27/2020



Gregory B. Priamos, Director County Counsel

7/23/2020

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

PROFESSIONAL SERVICES AGREEMENT

For

Meal Delivery Service

By and Between

The County of Riverside

Community Action Partnership - Riverside

And

ZIPHomeChef, Inc.



1 THIS PROFESSIONAL SERVICES AGREEMENT FOR MEAL DELIVERY
2 SERVICE ("Agreement"), is made and entered into this ____ day of July, 2020 by and
3 between 23ZIP, INC. a Colorado corporation doing business as ZIPHomeChef, Inc.
4 ("CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State
5 of California, on behalf of its Community Action Partnership, ("CAP" or "CAP Riverside").
6 The parties agree as follows:

7
8 **1. Description of Services**

9 CONTRACTOR shall provide CAP Riverside clients, who are low-income, and
10 their families, with the following services as outlined and specified in the Scope of
11 Service, attached hereto as Exhibit "A" and incorporated herein by this reference,
12 including but not limited to the following:

- 13 A. Meals delivered to a client's temporary or permanent housing.
- 14 B. Fourteen (14) boxed meals (lunch and dinner) to be provided per week.
- 15 C. Meals shall adhere to USDA Dietary Guidelines for individuals with special
16 needs, including older adults.
- 17 D. Deliver to all areas of the County of Riverside, as needed.

18 Collectively, the Meal Delivery Services.

19 **1.1** CONTRACTOR represents that it has the skills, experience and knowledge
20 necessary to fully and adequately perform under this Agreement, and CAP Riverside
21 relies upon this representation. CONTRACTOR shall perform to the satisfaction of CAP,
22 and CONTRACTOR shall perform the services and duties in conformance to and
23 consistent with the standards generally recognized as being employed by professionals
24 in the same discipline in the State of California. CONTRACTOR further represents and
25 warrants to CAP that it has all licenses, permits, qualifications and approvals of whatever
26 nature are legally required to practice its profession. CONTRACTOR further represents
27 that it shall keep all such licenses and approvals in effect during the term of this
28 Agreement.

1 **1.2** CONTRACTOR affirms that it is fully apprised of all of the work to be performed
2 under this Agreement; and CONTRACTOR agrees it can properly perform this work at the
3 fee stated in Paragraph 3.1. CONTRACTOR shall not perform services or provide products
4 that are not set forth in this Agreement, unless by prior written request of CAP.

5 **1.3** Acceptance by CAP Riverside of CONTRACTOR'S performance under this
6 Agreement does not operate as a release of CONTRACTOR'S responsibility for full
7 compliance with the terms of this Agreement.

8 **1.4** CAP Riverside will provide a minimum of two hundred (200) clients that shall
9 be served two meals a day over a three-day delivery schedule.

10
11
12 **2. Period of Performance**

13 **2.1** This Agreement shall commence on August 4th, 2020 and shall continue
14 until the funds are expended or until December 31st, 2020, whichever occurs first, unless
15 earlier terminated pursuant to Paragraph 5 below. CONTRACTOR shall commence
16 performance upon August 4th, 2020 and shall diligently and continuously perform
17 thereafter.

18
19 **3. Compensation**

20 **3.1** CAP Riverside shall pay CONTRACTOR for services performed, products
21 provided, and expenses incurred in accordance with the Scope of Service attached
22 hereto as Exhibit "A", the Meal Delivery Services. Maximum payment by CAP to
23 CONTRACTOR for the services provided herein, shall not exceed SEVEN HUNDRED
24 EIGHTY-FIVE THOUSAND ONE HUNDRED AND FORTY DOLLARS (\$785,140),
25 including all expenses, ("Contracted Amount").

26 CAP Riverside shall not be responsible for any fees or costs incurred above or
27 beyond the aforementioned Contracted Amount and CAP shall have no obligation to
28 purchase any specified amount of services or products, unless agreed to in writing by

1 CAP pursuant to Paragraph 4 below. CONTRACTOR shall not be entitled to any
2 additional fees for any of the Meal Delivery Services other than those set forth below.

3 No compensation shall be allowed for administrative, overhead, insurance, word
4 processing (normal or overflow secretarial time or overtime, or computer time or service)
5 and related expenses.

6 **3.2** The maximum amounts payable to the CONTRACTOR pursuant to this
7 Agreement shall be as follows:

8 Cost per Meal @200-280 clients: \$6.65

9 Cost per Meal @280+ clients: \$6.20

10 Delivery Fee per Week @355 clients: \$8,877.00

11 Delivery Fee per Week @355+ clients: (to be determined in CAP's sole and
absolute discretion)

12 **3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted
13 to CAP by CONTRACTOR. CAP shall pay the invoice within thirty (30) working days
14 from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only
15 after services have been rendered or delivery of materials or products, and acceptance
16 has been made by CAP Riverside. Prepare invoices in duplicate. For this Agreement,
17 send the original and duplicate copies of invoices to:

18 Community Action Partnership - Riverside

19 2038 Iowa Avenue Ste. B-102, Riverside, CA 92507

20 ATTN: Executive Director

21 (951) 955-4900

22 **a)** The CONTRACTOR shall submit a weekly invoice for actual expenses
23 incurred in providing the Service along with appropriate documentation of
24 expenditures (receipts, copies of checks issued, timecards, travel expense,
25 etc.); remittance address; and an invoice total.

26 **b)** The Invoice must be submitted within five (5) working days of the end of
27 the reporting period. Expenditures may not be reimbursed if all documentation
28 is not received in a timely manner.

1 c) If the eligibility of expenditures cannot be determined because
2 CONTRACTOR'S records or documentation are nonexistent or inadequate,
3 according to generally accepted accounting practices, the questionable costs
4 shall be disallowed by CAP.

5 **3.4** CAP Riverside's obligation for payment of this Agreement beyond
6 December 31, 2020 is contingent upon and limited by the availability of CAPs funding
7 from which payment can be made. No legal liability on the part of CAP shall arise for
8 payment beyond December 31, 2020 unless funds are made available for such payment.
9 In the event that such funds are not forthcoming for any reason, CAP shall immediately
10 notify CONTRACTOR in writing, and this Agreement shall be deemed terminated and
11 have no further force and effect.

12 **3.5** CONTRACTOR acknowledges and agrees that this Agreement and the
13 provision of services hereunder is nonexclusive and that the CAP may enter into similar
14 agreements with other entities for the provision of similar services.

15 **3.6** The CONTRACTOR agrees that if, during the period of performance, CAP
16 determines that the total Contracted Amount will not be expended, CAP, in its sole and
17 absolute discretion, reserves the right to reduce the Contracted Amount, as determined
18 by a review of CONTRACTOR'S invoices. Any reductions will be made in accordance
19 with the terms outlined below in Paragraph 4 and/or Paragraph 5.

20
21 **4. Alteration or Changes to the Agreement**

22 **4.1** No alteration or variation of the terms of this Agreement shall be valid
23 unless made in writing and signed by the parties hereto, and no oral understanding or
24 agreement not incorporated herein shall be binding on any of the parties hereto. No
25 additional services shall be performed by CONTRACTOR without a written amendment
26 to this Agreement.

27 **4.2** CONTRACTOR understands that the Contracting Officer or CAP
28 Riverside's Executive Director are the only authorized CAP representatives who may at

1 any time, by written order, make any alterations within the general scope of this
2 Agreement.

3 **4.3** CAP, in its sole and absolute discretion, may choose to amend the
4 Agreement to extend the term for a period of up to 12 months by delivering, in writing, to
5 CONTRACTOR, a notice of amendment describing the terms of the extension.

6 **4.4** Any claim by the CONTRACTOR for additional payment related to this
7 Agreement shall be made in writing by the CONTRACTOR within 30 days of when the
8 CONTRACTOR has or should have notice of any actual or claimed change in the Scope
9 of Service, which results in additional and unanticipated cost to the CONTRACTOR. If
10 the Contracting Officer decides that the facts provide sufficient justification, he may
11 authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in
12 this Paragraph 4 shall excuse the CONTRACTOR from proceeding with performance of
13 the Agreement even if there has been a change in the Scope of Service.

14 15 **5. Termination**

16 **5.1** CAP Riverside may, by written notice to CONTRACTOR, terminate this
17 Agreement in whole or in part at any time. Such termination may be for CAP'S
18 convenience or because of CONTRACTOR'S failure to perform its duties and obligations
19 under this Agreement including, but not limited to, the failure of CONTRACTOR to timely
20 perform services pursuant to this Agreement, including, but not limited to the Scope of
21 Service attached hereto as Exhibit "A" and the Services.

22 **5.2 Discontinuance of Services.** Upon Termination, CONTRACTOR shall,
23 unless otherwise directed by the notice, discontinue all services and deliver to CAP all
24 data, estimates, graphs, summaries, reports, and other related materials as may have
25 been prepared or accumulated by CONTRACTOR in performance of services, whether
26 completed or in progress.

27 **5.3 Effect of Termination for Convenience.** If the termination is to be for the
28 convenience of CAP, then CAP shall compensate CONTRACTOR for services

1 satisfactorily provided through the date of termination. CONTRACTOR shall provide
2 documentation deemed adequate by CAP to show the services actually completed by
3 CONTRACTOR prior to the date of termination. This Agreement shall terminate thirty
4 (30) days following receipt by CONTRACTOR of the written notice of termination.

5 **5.4 Effect of Termination for Cause.** If the termination is due to the failure of
6 CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be
7 compensated for those services which have been completed in accordance with this
8 Agreement and accepted by CAP. In such case, CAP may take over the work and
9 prosecute the same to completion by contract or otherwise. Further, CONTRACTOR
10 shall be liable to CAP for any reasonable additional costs incurred by CAP to revise work
11 for which CAP has compensated CONTRACTOR under this Agreement, but which the
12 CAP has determined in its sole discretion needs to be revised in part or whole to
13 complete the project. Prior to discontinuance of services, CAP may arrange for a
14 meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take
15 to adequately fulfill its requirements under this Agreement. In its sole discretion, CAP
16 may propose an adjustment to the terms and conditions of the Agreement, including the
17 contract price. Such contract adjustments, if accepted in writing by the parties, shall
18 become binding on CONTRACTOR and shall be performed as part of this Agreement.
19 In the event of termination for cause, unless otherwise agreed to in writing by the parties,
20 this Agreement shall terminate seven (7) days following the date the notice of termination
21 was mailed to CONTRACTOR. Termination of this Agreement for cause may be
22 considered by CAP in determining whether to enter into future agreements with
23 CONTRACTOR.

24 **5.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S
25 rights under this Agreement shall terminate (except for fees accrued prior to the date of
26 termination) upon dishonesty, or a willful or material breach of this Agreement by
27 CONTRACTOR, or in the event of CONTRACTOR'S unwillingness or inability for any
28 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated

1 pursuant to this Paragraph 5. In such event, CONTRACTOR shall not be entitled to any
2 further compensation under this Agreement.

3 **5.6** If this Agreement is federally or State funded, CONTRACTOR cannot be
4 debarred from the System for Award Management (SAM). CONTRACTOR must notify
5 CAP immediately of a debarment. Reference: System for Award Management (SAM) at
6 <https://www.sam.gov> for the Central Contractor Registry (CCR), Federal Agency
7 Registration (FedReg), Online Representations and Certifications Application, (ORCA)
8 and Excluded Parties List System (EPLS). (Executive Order 12549, 7 CFR Part 3017,
9 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the
10 Official U.S. Government system that consolidated the capabilities of CCR, FedReg,
11 ORCA, and EPLS.

12 **5.7** The rights and remedies of CAP provided in this Paragraph 5 shall not be
13 exclusive and are in addition to any other rights and remedies provided by law or this
14 Agreement.

15 16 **6. Ownership/Use of Contract Materials and Products**

17 CONTRACTOR agrees that all materials, reports or products in any form, including
18 electronic, created by CONTRACTOR for which CONTRACTOR has been compensated
19 by CAP pursuant to this Agreement shall be the sole property of CAP. The material,
20 reports or products may be used by the CAP for any purpose that CAP deems to be
21 appropriate, including, but not limit to, duplication and/or distribution within CAP or to third
22 parties. CONTRACTOR agrees not to release or circulate in whole or part such materials,
23 reports, or products without prior written authorization of CAP.

24 25 **7. Conduct of Contractor**

26 **7.1** CONTRACTOR covenants that it presently has no interest, including but
27 not limited to, other projects or independent contracts, and shall not acquire any such
28 interest, direct or indirect, which would conflict in any manner or degree with the

1 performance of services required under this Agreement. CONTRACTOR further
2 covenants that in the performance of this Agreement, no person having any such interest
3 shall be employed or retained by it under this Agreement. CONTRACTOR agrees to
4 inform CAP of all CONTRACTOR'S interests, if any, which are or may be perceived as
5 incompatible with CAP'S interests.

6 **7.2** CONTRACTOR shall not, under circumstances which could be interpreted
7 as an attempt to influence the recipient in the conduct of his/her duties, accept any
8 gratuity or special favor from individuals or firms with whom CONTRACTOR is doing
9 business or proposing to do business, in accomplishing the work under this Agreement.

10 **7.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
11 entertainment directly or indirectly to CAP employees.

12 **7.4** CONTRACTOR agrees to submit to CAP, prior to release, copies of any
13 proposed publicity pertaining to this Agreement. CAP reserves the right to modify or
14 withdraw said publicity, in its sole and absolute discretion.

15
16 **8. Inspection of Service; Quality Control/Assurance**

17 **8.1** All performance (which includes services, workmanship, materials,
18 supplies and equipment furnished or utilized in the performance of this Agreement) shall
19 be subject to inspection and test by CAP or other regulatory agencies at all times. The
20 CONTRACTOR shall provide adequate cooperation to CAP representative(s) to permit
21 him/her to determine CONTRACTOR'S conformity with the terms of this Agreement. If
22 any services performed or products provided by CONTRACTOR are not in conformance
23 with the terms of this Agreement, CAP shall have the right to require CONTRACTOR to
24 perform the services or provide the products in conformance with the terms of the
25 Agreement at no additional cost to CAP. When the services to be performed or the
26 products to be provided are of such nature that the difference cannot be corrected, CAP
27 shall have the right to: (1) require CONTRACTOR immediately to take all necessary
28 steps to ensure future performance in conformity with the terms of the Agreement; and/or

1 (2) reduce the Agreement price to reflect the reduced value of the services performed or
2 products provided. CAP may also terminate this Agreement for default and charge to
3 CONTRACTOR any costs incurred by CAP because of CONTRACTOR'S failure to
4 perform.

5 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring to
6 ensure proper performance under this Agreement; and shall permit a CAP
7 representative(s) to monitor, assess or evaluate CONTRACTOR'S performance under
8 this Agreement at any time upon reasonable notice to CONTRACTOR.

9
10 **9. Independent Contractor/Employment Eligibility**

11 **9.1** CONTRACTOR is, for purposes relating to this Agreement, an
12 independent contractor and shall not be deemed an employee of CAP. It is expressly
13 understood and agreed that CONTRACTOR (including its employees, agents and
14 subcontractors) shall in no event be entitled to any benefits to which CAP employees are
15 entitled, including but not limited to overtime, any retirement benefits, worker's
16 compensation benefits, and injury leave or other leave benefits. There shall be no
17 employer-employee relationship between the parties, and CONTRACTOR shall hold
18 CAP harmless from any and all claims that may be made against CAP based upon any
19 contention by a third party that an employer-employee relationship exists by reason of
20 this Agreement. It is further understood and agreed by the parties that CONTRACTOR
21 in the performance of this Agreement is subject to the control or direction of CAP merely
22 as to the results to be accomplished and not as to the means and methods for
23 accomplishing the results.

24 **9.2** CONTRACTOR warrants that it shall make its best effort to fully comply
25 with all federal and state statutes and regulations regarding the employment of aliens
26 and others and to ensure that employees performing work under this Agreement meet
27 the citizenship or alien status requirement set forth in federal statutes and regulations.
28 CONTRACTOR shall obtain, from all employees performing work hereunder, all

1 verification and other documentation of employment eligibility status required by federal
2 or state statutes and regulations including, but not limited to, the Immigration Reform and
3 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be
4 hereafter amended. CONTRACTOR shall retain all such documentation for all covered
5 employees, for the period prescribed by the law.

6
7 **10. Subcontract for Work or Services**

8 No contract shall be made by CONTRACTOR with any other party for furnishing
9 any of the work or services under this Agreement without the prior written approval of
10 CAP Riverside, but this provision shall not require the approval of contracts of
11 employment between CONTRACTOR and personnel assigned under this Agreement, or
12 for parties named in the proposal and agreed to under this Agreement.

13
14 **11. Disputes**

15 **11.1** The parties shall attempt to resolve any disputes amicably at the working
16 level. If that is not successful, the dispute shall be referred to the senior management of
17 the parties. Any dispute relating to this Agreement which is not resolved by the parties
18 shall be decided by the Contracting Officer who shall furnish the decision in writing. The
19 decision of the Contracting Officer shall be final and conclusive unless determined by a
20 court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so
21 grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed
22 diligently with the performance of this Agreement pending the resolution of a dispute.

23 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
24 shall be obligated to attend a mediation session in Riverside County before a neutral
25 third party mediator. A second mediation session shall be required if the first session is
26 not successful. The parties shall share the cost of the mediations. Each party shall be
27 responsible for its own legal fees and other expenses incident to the preparation for
28 mediation.

1
2 **12. Licensing and Permits**

3 CONTRACTOR shall comply with all State or other licensing requirements,
4 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and
5 Professions Code. All licensing requirements shall be met at the time proposals are
6 submitted to CAP. CONTRACTOR warrants that it has all necessary permits, approvals,
7 certificates, waivers and exemptions necessary for performance of this Agreement as
8 required by the laws and regulations of the United States, the State of California, the
9 County of Riverside and all other governmental agencies with jurisdiction, and shall
10 maintain these throughout the term of this Agreement.
11

12 **13. Data Security**

13 **13.1 Definitions:** Capitalized terms used herein shall have the meanings set
14 forth in this Paragraph 13.

15 "Authorized Employees" means CONTRACTOR'S employees who have a need
16 to know or otherwise access Personal Information to enable CONTRACTOR to perform
17 its obligations under this Agreement.

18 "Authorized Persons" means (i) Authorized Employees; and (ii) CONTRACTOR'S
19 subcontractors, agents, and auditors who have a need to know or otherwise access
20 Personal Information to enable CONTRACTOR to perform its obligations under this
21 Agreement, and who are bound in writing by confidentiality obligations sufficient to
22 protect Personal Information in accordance with the terms and conditions of this
23 Agreement.

24 "Highly-Sensitive Personal Information" means an (i) individual's government-
25 issued identification number (including social security number, driver's license number
26 or state-issued identified number); (ii) financial account number, credit card number,
27 debit card number, credit report information, with or without any required security code,
28

1 access code, personal identification number or password, that would permit access to
2 an individual's financial account; or (iii) biometric or health data.

3 "Personal Information" means information provided to CONTRACTOR by or at
4 the direction of CAP, or to which access was provided to CONTRACTOR by or at the
5 direction of CAP, in the course of CONTRACTOR'S performance under this Agreement
6 that: (i) identifies or can be used to identify an individual (including, without limitation,
7 names, signatures, addresses, telephone numbers, e-mail addresses and other unique
8 identifiers); or (ii) can be used to authenticate an individual (including, without limitation,
9 employee identification numbers, government-issued identification numbers, passwords
10 or PINs, financial account numbers, credit report information, biometric or health data,
11 answers to security questions and other personal identifiers), in case of both subclauses
12 (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information.
13 Business contact information is not by itself deemed to be Personal Information.

14 **13.2 Standard of Care:**

15 **A.** CONTRACTOR acknowledges and agrees that, in the course of its
16 engagement by CAP, CONTRACTOR may receive or have access to Personal
17 Information. CONTRACTOR shall comply with the terms and conditions set forth in this
18 Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure
19 of such Personal Information and be responsible for the unauthorized collection, receipt,
20 transmission, access, storage, disposal, use and disclosure of Personal Information
21 under its control or in its possession by all Authorized Employees/Authorized Persons.
22 CONTRACTOR shall be responsible for, and remain liable to, CAP for the actions and
23 omissions of all Authorized Persons that are not Authorized Employees concerning the
24 treatment of Personal Information as if they were CONTRACTOR's own actions and
25 omissions.

26 **B.** Personal Information is deemed to be Confidential Information of CAP and is
27 not Confidential Information of CONTRACTOR. In the event of a conflict or inconsistency
28

1 between this Section 13 and compliance with California law, the terms and conditions
2 set forth in this Section 13 shall govern and control.

3 C. In recognition of the foregoing, CONTRACTOR agrees and covenants that it
4 shall:

5 (i) keep and maintain all Personal Information in strict confidence, using such
6 degree of care as is appropriate to avoid unauthorized access, use or disclosure;

7 (ii) use and disclose Personal Information solely and exclusively for the purposes
8 for which the Personal Information, or access to it, is provided pursuant to the
9 terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute,
10 or otherwise disclose or make available Personal Information for
11 CONTRACTOR'S own purposes or for the benefit of anyone other than CAP, in
12 each case, without CAP'S prior written consent; and

13 (iii) not, directly or indirectly, disclose Personal Information to any person other
14 than its Authorized Employees/Authorized Persons, (an "Unauthorized Third
15 Party"), without express written consent from CAP, unless and to the extent
16 required by government authorities or as otherwise to the extent expressly
17 required by applicable law, in which case, CONTRACTOR shall (i) use best efforts
18 to notify CAP before such disclosure or as soon thereafter as reasonably possible;
19 and (ii) require the Unauthorized Third Party that has access to Personal
20 Information to execute a written agreement agreeing to comply with the terms and
21 conditions of this Agreement relating to the treatment of Personal Information.

22 **13.3 Information Security:**

23 A. CONTRACTOR represents and warrants that its collection, access, use,
24 storage, disposal and disclosure of Personal Information does and will comply with all
25 applicable federal, state, privacy and data protection laws, as well as all other applicable
26 regulations and directives.

27 B. At a minimum, CONTRACTOR'S safeguards for the protection of Personal
28 Information shall include: (i) limiting access of Personal Information to Authorized

1 Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files,
2 servers, back-up systems and computing equipment, including, but not limited to, all
3 mobile devices and other equipment with information storage capability; (iii)
4 implementing network, device application, database and platform security; (iv) securing
5 information transmission, storage and disposal; (v) implementing authentication and
6 access controls within media, applications, operating systems and equipment; (vi)
7 encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii)
8 encrypting Highly-Sensitive Personal Information transmitted over public or wireless
9 networks; (viii) strictly segregating Personal Information from information of
10 CONTRACTOR or its other customers so that Personal Information is not commingled
11 with any other types of information; (ix) implementing appropriate personnel security and
12 integrity procedures and practices, including, but not limited to, conducting background
13 checks consistent with applicable law; and (x) providing appropriate privacy and
14 information security training to CONTRACTOR'S employees.

15 16 **14. Non-Discrimination**

17 CONTRACTOR shall not discriminate in the provision of services, allocation of
18 benefits, accommodation in facilities, or employment of personnel on the basis of ethnic
19 group identification, race, religious creed, color, national origin, ancestry, physical
20 handicap, medical condition, marital status or sex in the performance of this Agreement;
21 and, to the extent they shall be found to be applicable hereto, shall comply with the
22 provisions of the California Fair Employment Practices Act (commencing with Section
23 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the
24 Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other
25 applicable laws or regulations.

26 27 **15. Records and Documents**

28

1 CONTRACTOR shall make available, upon written request by any duly authorized
2 Federal, State or County agency, a copy of this Agreement and such books, documents
3 and records as are necessary to certify the nature and extent of the CONTRACTOR'S
4 costs related to this Agreement. All such books, documents and records shall be
5 maintained by CONTRACTOR for at least five (5) years following termination of this
6 Agreement and be available for audit by CAP. CONTRACTOR shall provide to CAP
7 reports and information related to this Agreement as requested by CAP.

8
9 **16. Confidentiality**

10 **16.1** CONTRACTOR shall not use for personal gain or make other improper use
11 of privileged or confidential information which is acquired in connection with this
12 Agreement. The term "privileged or confidential information" includes but is not limited to:
13 unpublished or sensitive technological or scientific information; medical, personnel, or
14 security records; anticipated material requirements or pricing/purchasing actions; CAP
15 information or data which is not subject to public disclosure; CAP operational procedures;
16 and knowledge of selection of contractors, subcontractors or suppliers in advance of
17 official announcement.

18 **16.2** CONTRACTOR shall protect from unauthorized disclosure, names and
19 other identifying information concerning persons receiving services pursuant to this
20 Agreement, except for general statistical information not identifying any person.
21 CONTRACTOR shall not use such information for any purpose other than carrying out
22 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall promptly
23 transmit to CAP all third-party requests for disclosure of such information. CONTRACTOR
24 shall not disclose, except as otherwise specifically permitted by this Agreement or
25 authorized in advance in writing by CAP, any such information to anyone other than CAP.
26 For purposes of this Paragraph 16, identity shall include, but not be limited to, name, date
27 of birth, social security number, symbol, identifying number, or other identifying particulars
28 assigned to the individual, such as finger or voice print or a photograph.

1 **16.3** CONTRACTOR is subject to and shall operate in compliance with all
2 relevant requirements contained in the Health Insurance Portability and Accountability
3 Act (HIPAA) for sensitive patient data protection. Companies that deal with protected
4 health information (PHI) must have physical, network, and process security measures in
5 place and follow them to ensure HIPAA Compliance. Covered entities (anyone providing
6 treatment, payment, and operations in healthcare) and business associates (anyone who
7 has access to patient information and provides support in treatment, payment, or
8 operations) must meet HIPAA Compliance. Other entities, such as subcontractors and
9 any other related business associates must also be in compliance with HIPPA and the
10 related laws and regulations promulgated subsequent thereto.

11
12 **17. Administration/Contract Liaison**

13 The Executive Director or designee, shall administer this Agreement on behalf of
14 CAP Riverside and is authorized to take any and all actions on behalf of CAP as set forth
15 herein and to terminate services in accordance with Paragraph 5 of this Agreement.
16 Whenever a reference is made herein to an action or approval to be undertaken by CAP
17 Riverside, the Executive Director, or designee, is authorized to act unless this Agreement
18 specifically provides otherwise.

19
20 **18. Notices**

21 All correspondence and notices required or contemplated by this Agreement shall
22 be delivered to the respective parties at the addresses set forth below, or at such other
23 address provided by a party in writing, and are deemed submitted one (1) day after their
24 deposit in the United States Mail, postage prepaid:

25 **CAP**

26 Community Action Partnership - Riverside
27 2038 Iowa Avenue Ste. B-102 Riverside, CA 92507
28 Attention: Executive Director

1 **CONTRACTOR**

2 ZIPHomeChef, Inc.

3 973 5th Street Boulder, CO 93023

4 Attention: Alexis Parks

5 **19. Force Majeure**

6 If either party is unable to comply with any provision of this Agreement due to
7 causes beyond its reasonable control, and which could not have been reasonably
8 anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such
9 party shall not be held liable for such failure to comply, provided the subject party
10 provides written notice to the other party no later than five (5) days after the
11 commencement of such force majeure event.

12 **20. EDD Reporting Requirements**

13 In order to comply with child support enforcement requirements of the State of
14 California, CAP may be required to submit a Report of Independent Contractor(s) form
15 **DE 542** to the Employment Development Department ("EDD"). CONTRACTOR agrees
16 to furnish the required data and certifications to the CAP within 10 days of notification of
17 award of Agreement when required by the EDD. This data will be transmitted to
18 governmental agencies charged with the establishment and enforcement of child support
19 orders. Failure of CONTRACTOR to timely submit the data and/or certificates required
20 may result in the contract being award to another CONTRACTOR. In the event a contract
21 has been issued, failure of CONTRACTOR to comply with all federal and state reporting
22 requirements for child support enforcement or to comply with all lawfully served Wage
23 and Earnings Assignments Orders and Notice of Assignment shall constitute a material
24 breach of Agreement. If CONTRACTOR has any questions concerning this reporting
25 requirement, please call (916) 657-0529. CONTRACTOR should also contact its local
26 Employment Tax Customer Service Office listed in the telephone directory in the State
27 Government section under "Employment Development Department" or access their
28 Internet site at www.edd.ca.gov.

1
2 **21. Hold Harmless/Indemnification**

3 **21.1** CONTRACTOR shall indemnify and hold harmless Community Action
4 Partnership Riverside, the County of Riverside, its Agencies, Districts, Special Districts
5 and Departments, their respective directors, officers, Board of Supervisors, elected and
6 appointed officials, employees, agents and representatives (collectively, "Indemnified
7 Parties") from any liability, claim, damage or action whatsoever, based or asserted upon
8 any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents
9 or representatives arising out of or in any way relating to this Agreement, including but
10 not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at
11 its sole cost and expense, including but not limited to attorney fees, cost of investigation,
12 defense and settlements or awards, the Community Action Partnership - Riverside, the
13 County of Riverside, its respective Agencies, Districts, Special Districts and
14 Departments, their respective directors, officers, Board of Supervisors, Board of
15 Commissioners, elected and appointed officials, employees, agents and representatives
16 in any such action or claim.

17 **21.2** With respect to any action or claim subject to indemnification herein by
18 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of
19 its own choice and shall have the right to adjust, settle, or compromise any such action
20 or claim without the prior consent of CAP; provided, however, that any such adjustment,
21 settlement or compromise in no manner whatsoever limits or circumscribes
22 CONTRACTOR'S indemnification of CAP and the Indemnified Parties.

23 **21.3** CONTRACTOR'S obligations hereunder shall be satisfied when
24 CONTRACTOR has provided to CAP the appropriate form of dismissal (or similar
25 document) relieving CAP from any liability for the action or claim involved.

26 **21.4** The specified insurance limits required in this Agreement shall in no way
27 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless CAP
28 Riverside and Indemnified Parties.

1 **21.5** In the event there is conflict between this clause and California Civil Code
2 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
3 interpretation shall not relieve CONTRACTOR from indemnifying CAP to the fullest
4 extent allowed by law. The indemnification and hold harmless obligations set forth in
5 this Paragraph 21 shall survive the termination and expiration of this Agreement.

6
7 **22. Insurance**

8 Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold
9 CAP Riverside harmless, CONTRACTOR shall procure and maintain or cause to be
10 maintained, at its sole cost and expense, the following insurance coverage during the
11 term of this Agreement. As respects to the insurance section only, CAP herein refers to
12 the Community Action Partnership - Riverside, the County of Riverside, its respective
13 Agencies, Districts, Special Districts, and Departments, their respective directors,
14 officers, Board of Supervisors, Board of Commissioners, employees, volunteers, elected
15 or appointed officials, agents or representatives as Additional Insureds.

16 **A. Workers' Compensation:**

17 If the CONTRACTOR has employees as defined by the State of California, the
18 CONTRACTOR shall maintain statutory Workers' Compensation Insurance
19 (Coverage A) as prescribed by the laws of the State of California. Policy shall
20 include Employers' Liability (Coverage B) including Occupational Disease with
21 limits not less than \$1,000,000 per person per accident. The policy shall be
22 endorsed to waive subrogation in favor of CAP.

23 **B. Commercial General Liability:**

24 Commercial General Liability insurance coverage, including but not limited to,
25 premises liability, unmodified contractual liability, products and completed
26 operations liability, personal and advertising injury, and cross liability coverage,
27 covering claims which may arise from or out of CONTRACTOR'S performance of
28

1 its obligations hereunder. Policy shall name CAP as Additional Insured. Policy's
2 limit of liability shall not be less than \$1,000,000 per occurrence combined single
3 limit. If such insurance contains a general aggregate limit, it shall apply separately
4 to this agreement or be no less than two (2) times the occurrence limit.

5 **C. Vehicle Liability:**

6 If vehicles or mobile equipment are used in the performance of the obligations
7 under this Agreement, then CONTRACTOR shall maintain liability insurance for all
8 owned, non-owned or hired vehicles so used in an amount not less than
9 \$1,000,000 per occurrence combined single limit. If such insurance contains a
10 general aggregate limit, it shall apply separately to this agreement or be no less
11 than two (2) times the occurrence limit. Policy shall name the CAP as Additional
12 Insureds.

13 **D. Professional Liability:**

14 If required, CONTRACTOR shall maintain Professional Liability Insurance
15 providing coverage for the CONTRACTOR'S performance of work included within
16 this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
17 and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability
18 Insurance is written on a claims made basis rather than an occurrence basis, such
19 insurance shall continue through the term of this Agreement and CONTRACTOR
20 shall purchase at his sole expense either:

- 21
- 22 1) An Extended Reporting Endorsement (also, known as Tail Coverage); or
 - 23 2) Prior Dates Coverage from new insurer with a retroactive date back to
24 the date of, or prior to, the inception of this Agreement; or,
 - 25 3) Demonstrate through Certificates of Insurance that CONTRACTOR has
26 maintained continuous coverage with the same or original
27 insurer. Coverage provided under items; 1), 2) or 3) will continue as long
28 as the law allows.

1 **E. General Insurance Provisions - All lines:**

2 1) Any insurance carrier providing insurance coverage hereunder shall be
3 admitted to the State of California and have an A M BEST rating of not less
4 than A: VIII (A:8) unless such requirements are waived, in writing, by the
5 County of Riverside's Risk Manager. If the County's Risk Manager waives
6 a requirement for a particular insurer such waiver is only valid for that
7 specific insurer and only for one policy term.

8 2) The CONTRACTOR shall declare its insurance self-insured retention for
9 each coverage required herein. If any such self-insured retention exceeds
10 \$500,000 per occurrence each such retention shall have the prior written
11 consent of the Risk Manager before the commencement of operations
12 under this Agreement. Upon notification of self-insured retention
13 unacceptable to CAP, and at the election of the County's Risk Manager,
14 CONTRACTOR'S carriers shall either; 1) Reduce or eliminate such self-
15 insured retention as respects this Agreement with CAP, or 2) Procure a
16 bond which guarantees payment of losses and related investigations,
17 claims administration, and defense costs and expenses.

18 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
19 furnish CAP with either 1) a properly executed original Certificate(s) of
20 Insurance and certified original copies of Endorsements effecting coverage
21 as required herein, and 2) if requested to do so orally or in writing by the
22 County's Risk Manager, provide original Certified copies of policies
23 including all Endorsements and all attachments thereto, showing such
24 insurance is in full force and effect. Further, said Certificate(s), and policies
25 of insurance shall contain the covenant of the insurance carrier(s) that thirty
26 (30) days written notice shall be given to the CAP prior to any material
27 modification, cancellation, expiration or reduction in coverage of such
28

1 insurance. In the event of a material modification, cancellation, expiration,
2 or reduction in coverage, this Agreement shall terminate forthwith, unless
3 the CAP receives, prior to such effective date, another properly executed
4 original Certificate of Insurance and original copies of endorsements or
5 certified original policies, including all endorsements and attachments
6 thereto evidencing coverage's set forth herein and the insurance required
7 herein is in full force and effect. **CONTRACTOR shall not commence**
8 **operations until the CAP has been furnished original Certificate(s) of**
9 **Insurance and certified original copies of endorsements and if**
10 **requested, review original of the policies of insurance including all**
11 **endorsements and any and all other attachments as required in this**
12 **Section. An individual authorized by the insurance carrier to do so on**
13 **its behalf shall sign the original endorsements for each policy and the**
14 **Certificate of Insurance. Upon CAP'S request, CONTRACTOR shall**
15 **make available for inspection by County's Risk Manager, at a mutually**
16 **agreeable location, copies of CONTRACTOR'S insurance policies.**

17 4) It is understood and agreed to by the parties hereto and the insurance
18 company(s) that the CONTRACTOR'S insurance shall be construed as
19 primary insurance, and the CAP'S insurance and/or deductible and/or self-
20 insured retentions' or self-insured programs shall not be construed as
21 contributory.

22 5) If, during the term of this Agreement or any extension thereof, there is a
23 material change in the Scope of Service or, there is a material change in
24 the equipment to be used in the performance of the Scope of Service or,
25 the term of this Agreement, including any extensions thereof, exceeds five
26 (5) years; CAP reserves the right to adjust the types of insurance and the
27 monetary limits of liability required under this Agreement, if in the County's
28 Risk Manager's reasonable judgment, the amount or type of insurance

1 carried by the CONTRACTOR has become inadequate.

2 6) CONTRACTOR shall pass down the insurance obligations contained
3 herein to all tiers of subcontractors working under this Agreement.

4 7) The insurance requirements contained in this Agreement may be met
5 with a program(s) of self-insurance acceptable to CAP.

6 8) CONTRACTOR agrees to notify CAP of any claim by a third party or any
7 incident or event that may give rise to a claim arising from the performance
8 of this Agreement.

9
10 **23. General**

11 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,
12 whether by operation of law or otherwise, without the prior written consent of CAP.

13 **23.2** Any waiver by CAP of any breach of any one or more of the terms of this
14 Agreement shall not be construed to be a waiver of any subsequent or other breach of
15 the same or of any other term of this Agreement. Failure on the part of CAP to require
16 exact, full and complete compliance with any terms of this Agreement shall not be
17 construed as in any manner changing the terms or estopping CAP from enforcement of
18 the terms of this Agreement.

19 **23.3** In the event CONTRACTOR receives payment under this Agreement
20 which is later disallowed by CAP Riverside for nonconformance with the terms of the
21 Agreement, CONTRACTOR shall promptly refund the disallowed amount to CAP on
22 request; or at its option, CAP may offset the amount disallowed from any payment due
23 to CONTRACTOR.

24 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services
25 or products unless specifically stated in the Agreement.

26 **23.5** CONTRACTOR shall not provide any services or products subject to any
27 chattel mortgage or under a conditional sales contract or other agreement by which an
28 interest is retained by a third party. The CONTRACTOR warrants that it has good title to

1 all materials or products used by CONTRACTOR or provided to CAP pursuant to this
2 Agreement, free from all liens, claims, or encumbrances.

3 **23.6** Nothing in this Agreement shall prohibit CAP from acquiring the same type
4 or equivalent equipment, products, materials or services from other sources, when
5 deemed by CAP to be in its best interest. CAP reserves the right to purchase more or
6 less than the quantities specified in this Agreement.

7 **23.7** CAP agrees to cooperate with CONTRACTOR in the CONTRACTOR'S
8 performance under this Agreement, including, if stated in the Agreement, providing the
9 CONTRACTOR with reasonable facilities and timely access to CAP data, information
10 and personnel.

11 **23.8** CONTRACTOR shall comply with all applicable Federal, State and local
12 laws and regulations. CONTRACTOR shall comply with all applicable CAP policies and
13 procedures. In the event that there is a conflict between the various laws or regulations
14 that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.

15 **23.9** CONTRACTOR shall comply with all air pollution control, water pollution,
16 safety and health ordinances, statutes, or regulations, which apply to performance under
17 this Agreement.

18 **23.10** CONTRACTOR shall comply with all requirements of the Occupational
19 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
20 Department of Labor and the State of California (Cal/OSHA).

21 **23.11** This Agreement shall be governed by the laws of the State of California.
22 Any legal action related to the performance or interpretation of this Agreement shall be
23 filed only in the Superior Court of the State of California located in Riverside, California,
24 and the parties waive any provision of law providing for a change of venue to another
25 location. In the event any provision in this Agreement is held by a court of competent
26 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
27 nevertheless continue in full force without being impaired or invalidated in any way.
28

1 **24. Reserved**

3 **25. Nonliability of CAP Officials and CAP Riverside Employees**

4 No member, official employee, consultant or volunteer of CAP Riverside shall be
5 personally liable to the CONTRACTOR, or any successor in interest, in the event of any
6 default or breach by the CAP for any amount which may become due to the
7 CONTRACTOR or to its successor, or on any obligation under the terms of this
8 Agreement.

10 **26. No Third Party Beneficiaries**

11 The parties intend that no rights nor remedies be granted to any third party as a
12 beneficiary of this Agreement or of any covenant, duty, obligation or undertaking
13 established herein.

15 **27. Entire Agreement**

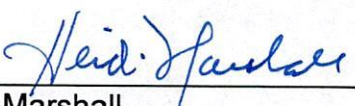
16 This Agreement, including any attachments or exhibits, constitutes the entire
17 Agreement of the parties with respect to its subject matter and supersedes all prior and
18 contemporaneous representations, proposals, discussions and communications,
19 whether oral or in writing. This Agreement may be changed or modified only by a written
20 amendment signed by authorized representatives of both parties.

22 [Signatures on Next Page]

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this Agreement as of the dates set forth below:
3

4 **COUNTY OF RIVERSIDE:**

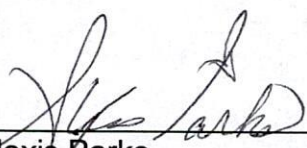
5 a political subdivision of the State of
6 California, on behalf of its Community
7 Action Partnership - Riverside

8 By: 
9 Heidi Marshall
10 Director

11 Dated: 8/10/2020
12
13

4 **CONTRACTOR:**

5 23ZIP, Inc., a Colorado corporation dba
6 ZIPHomeChef, Inc.

7 By: 
8 Alexis Parks,
9 CEO
10

11 Dated: July 13, 2020
12
13

14 **APPROVED AS TO FORM:**

15 Gregory P. Priamos
16 County Counsel
17

18
19 By: 
20 Amrit P. Dhillon,
21 Deputy County Counsel

22 Dated: _____
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EXHIBIT B
CONTRACTOR'S FORM OF QUOTE
(behind this page)

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ZIPHOMECHIEF

ZIPHOMECHIEF.com A Social Enterprise & Registered Vendor, Riverside County, CA | OJAI, CA 93023 | Boulder, CO 80302 | T.- 303-443-3697.

June 24, 2020

Department of Housing, Homelessness Prevention, & Workforce Solutions, Riverside County
To: Heidi Marshall RE: Scope of Service BID - 3403 10th Street, Riverside, California 92501

Riverside County ("County") Department of Housing, Homelessness Prevention & Workforce Solutions has established that meals are to be provided and delivered to homeless individuals residing in temporary or permanent housing within the geographic boundaries of Riverside County, especially in underserved areas where an unmet need for meals is currently present.

ZIPHomeChef will provide fresh and frozen nutritious delivered meals according to set menus and guidelines for its target population within all areas of the County as needed. If there is funding through December 2020, for a minimum of 200 participants, we are happy to submit this bid.

- Meals are to be delivered to individuals' in temporary or permanent housing with listings provided by County.
- Fourteen (14) boxed meals – lunch and dinner - are to be provided to clients on a weekly, M, W, F scheduled basis.
- Vendor agrees to adhere to USDA Dietary Guidelines for individuals with special needs, including older adults and shall adjust menu components accordingly based on recommendations by the County
- Promote and maintain high food safety and sanitation standards.
- In addition to delivered meals to the homeless in hotels, motels, temporary and permanent housing, County may request to deliver a large quantity of meals to one location for a grouped distribution.
- With a minimum guarantee of 200 participants served two-meals-a-day, seven-days-a-week, County had the right to increase the number of meals per delivery based on need and availability of funding. This bid is based on a variable pricing. For 200-279 participants, the price is \$6.65/per meal. Over 280 participants, the price is \$6.20/per meal.
- Fresh and Frozen Meals, per meal.
 - Commodity Fee: \$3.00
 - Handling & Admin Fee: \$3.20
 - Total: \$6.20 per box meal for more than 280 participants.
 - Request: A minimum charge of \$6.65 per box meal when the number of participants is: 200-280.

Weekly Delivery Charge: Note: the delivery costs are based on a participant census of 355 and may be higher if it the census increases to the point additional trucks and drivers are needed.

- Refrigerated Truck (x3 trucks)
 - Truck Rental x3 trucks/month plus fuel
 - Driver & Assistant x3/month
 - Dispatcher & geocoding

Total delivery charge per week: \$8,877

PER Day (2-meals):

Meals	# of Clients (A)	Quantity of Meals *(B)	Unit Cost (C)	Total (AxBxC)
	1	2	\$6.20	\$12.40

WEEKLY Meal Cost for preparing 14 boxed meals for one (1) client x 7-days-a-week.

Meals	Quantity of Meals Per Client (A)	Unit Cost (B)	Total (AxB)
	14	\$6.20	\$86.80

Reimbursement: We will submit an invoice once a week for payment upon receipt. The invoice includes both meal preparation and delivery costs per week. We are willing to accept new hotels/motels (delivery stops) that are within 20 miles (driving route, not radius) of the existing delivery hotels at the time of contracting. We have the right to refuse any delivery stops that are beyond the 20-mile driving route from an existing delivery stop.